

COLLECTIVE AGREEMENT

BETWEEN

**GARDA SECURITY SCREENING INC
REGINA, SASKATCHEWAN
(Hereinafter referred to as the “Employer”)**

AND:

**TEAMSTERS LOCAL UNION NO. 395
REGINA, SASKATCHEWAN
(Hereinafter referred to as the “Union”)**

April 1, 2012 – March 31, 2015

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ARTICLE 1 - BARGAINING AGENCY AND DEFINITION

- 1.01 The Employer recognizes Teamsters Local Union No. 395 as the exclusive representative for the purpose of collective bargaining, and grievances arising from the Agreement, of “*all employees of Garda Security Screening Inc. employed at the Regina International Airport, Regina Saskatchewan, **excluding** managers and those above the rank of manager*” as per CIRB Order No. 10261U.
- 1.02 This Agreement shall cover all employees, as defined in 1.01 above, employed by the Employer at the Regina International Airport only.
- 1.03 The Employer recognizes Teamsters Local Union No. 395 as the exclusive representative for the purpose of collective bargaining for all employees as defined in 1.01 above.
- 1.04 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.
- 1.05 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. 2 herein, except in the case of emergency circumstances such as short staffing, training, excessive passenger volume, and charters. No work which the employees perform, or can perform, shall be sub-contracted out in any manner.
- 1.06 1. All employees holding a schedule of hours shall be carried on a single seniority list, made up of part time and full time employees.

2. A seniority date and start date shall be the first day of actual time for which wages are paid, or the first day of classroom training whichever comes first.

ARTICLE 2 - DURATION OF AGREEMENT

- 2.01 This Agreement shall be in full force and effect from and including April 1, 2012 up to and including March 31, 2015, 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.
- 2.02 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.
- 2.03 The expiration date of the Agreement shall be deemed to be the day immediately preceding the implementation of a Strike by the Union, or the implementation of a Lockout by the Employer, subject to the Canada Labor Code Part III section 87.4.

ARTICLE 3 - UNION SECURITY

- 3.01 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.

- 3.02 The Employer agrees that when new employees 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.
- 3.03 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 4 - DEDUCTION of UNION DUES

- 4.01 The Employer shall, no later than the thirtieth (30th) 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.
- 4.02 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 employees name, address and phone number will be added to the Union checkoff, before same is mailed to the Union. Moreover within thirty (30) calendar days following the date of hiring of an employee, the Employer will deduct the Initiation Fee from the employee's pay an amount equal to the initiation fee(s).
- 4.03 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 Unions Constitution and/or By-Laws.
- 4.04 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 Unions 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 thirtieth (30th) day of the month following the month to which such monies apply, and shall be accompanied by a written statement which will include the names and social insurance numbers of the employees for whom the deductions were made, and the amount of each deduction. Where the Employer is not remitting such dues, initiation etc. as outlined herein above the Employer shall indicate the reason for not remitting on the Local Union check off. The Employer is entitled to rely absolutely upon a certificate of the Secretary-Treasurer of the Local Union that such fees, dues, fines and or assessments were levied in accordance with the Local Unions By-Laws.

4.05 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.

4.06 The Company shall pay the sum of six dollars (\$6.00) per month to Teamsters Local Union No. 395 on behalf of each employee for placement in the Unions Industry Advancement fund.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Employer shall have the right to hire, discipline, demote or discharge employees for just and proper cause.

5.02 The Union recognizes the exclusive right of the Employer to manage and direct the Employers business in all respects in accordance with its commitments, and to alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement. A copy of all rules and regulations shall be given to the Union and to the employees, any new rules or

changes to the rules must be clearly communicated to the employee and copied to the Union prior to implementation. The employee shall sign a confirmation that a copy of the Employers rules and regulations was received, and that their meaning is understood.

- 5.03 All rules and procedures are to be detailed in writing and clearly communicated to the employees, a copy of the Employers rules and procedures shall be made available to the Union upon request, and any changes to the Employers rules and procedures shall be copied to the Union thirty (30) days prior to implementation, and shall be clearly communicated to all employees prior to implementation.
- 5.04 The Employer agrees that in all instances where discipline is involved that the principle of progressive discipline will be followed. The Employer further agrees that twelve (12) months following the imposition of any discipline the discipline shall be removed from the employees file provided the employee has had no discipline of a similar nature within the immediately preceding twelve (12) months. Where the employee has had discipline of a similar nature, the Employer may hold the discipline up to six (6) additional months for a total of eighteen (18) months. After either twelve (12) or eighteen (18) months as the case may be, the discipline shall be removed from the employees file and it shall be considered null and void for the purposes of further discipline. For the purpose of this Article, "similar" will be defined in two (2) categories: Attendance related and Work Performance related.
- 5.05 It is recognized that the imposition of discipline is the exclusive right of the Company. Verbal reprimand, written reprimand, suspension and discharge are the disciplinary measures susceptible of being imposed depending on the gravity or the frequency of the infraction in question.
- 5.06 Except in cases of conduct which would support discharge such as dishonesty, falsification of records, insubordination, sexual harassment or culminating incidents supporting discharge, employees shall be allowed to choose one of the following options at the time the discipline is dispensed:

- i) Accept and serve the suspension. An employee choosing i) will be deemed to have forfeited his rights to the grievance and arbitration procedure.
- ii) Grieve the suspension and remain on the job until the grievance is resolved. The discipline will be considered to be imposed at the time dispensed however the employee choosing ii) will serve the suspension (if a suspension has been maintained) once the grievance is settled in accordance with the settlement or the grievance has been abandoned by the Union. The above does not apply in cases of discharge.

5.07 A written confirmation of discipline addressed to the employee concerned must state the reasons for the discipline with a copy transmitted to the Head Office of the Local Union.

ARTICLE 6 - UNION ACTIVITIES OF EMPLOYEES AND LEAVES OF ABSENCE

6.01 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.

6.02 During an authorized, unpaid Leave of Absence, an employee shall maintain and accumulate seniority. Such unpaid Leave of Absence must qualify under this Article.

6.03 When the requirements of the Employers 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.

- 6.04 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.
- 6.05 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.
- 6.06 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.
- 6.07 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.
- 6.08 Employees must file a request for Leave of Absence, at least fourteen (14) days in advance, and the Employer must reply to the said Leave of Absence within seven (7) days of the request.
- 6.09 Employees must keep the Employer notified of their correct address and phone number at all times.
- 6.10 **Bereavement Leave**

In the case of death in the immediate family, (mother, father, step

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

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

Proof of death may be required, if requested by management. The Employer will not require any person already on bereavement leave to report for work during the bereavement period.

6.11 **Jury Duty**

All time lost by an employee on his regular work day due to necessary attendance on any court proceedings, where subpoenaed as a witness or juror, shall be paid for at the rate of pay applicable to said employee. Once an employee is released from witness duty, he/she shall be returned to the job classification and pay rate they were on, prior to such duty.

All witness payments received by the employee from courts or otherwise shall be reimbursed to the Employer, by endorsement of witness fees to the Employer. The employee must be returned to his regular assignment that he/she was on prior to being summoned or subpoenaed, either during a break in the court proceeding, or on the completion thereof. No employees 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.

6.12 **Maternity and Parental Leave**

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

6.13 **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.

6.14 **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.

ARTICLE 7 - SHOP STEWARDS

7.01 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.

7.02 The Union shall supply local 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.

7.03 Shop Stewards will suffer no loss of regular pay when processing grievances under Steps 1 and 2 of the Grievance Procedure.

7.04 The Employer will notify the Union prior to the dismissal of any Shop Steward.

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

ARTICLE 8 - UNIFORMS AND MISCELLANEOUS

8.01 All uniforms, when supplied by the Employer, shall be without cost to the employee.

8.02 Uniforms will be as described in the Employers Uniform Policy, and will be subject to change only upon mutual agreement between the Employer and the Union. Additional uniform(s) (e.g. maternity or difficult sizes) must be approved by management and will be supplied by the Employer. Where the Employer is unable to supply articles as agreed upon in this article the employee will upon receiving the Employers prior approval purchase the item and thereafter will be reimbursed upon presentation of receipt. Adequate winter wear will be provided, at the Employers expense. (e.g. US Customs Bridge and Ramp Duties)

8.03 Upon termination of employment, the employee is required to return all pieces of the uniform which bear an external logo, including the shield.

The employees final pay cheque will not be issued until all required pieces of the uniform are returned to the Employer.

- 8.04 Employees shall be issued with uniforms having a reasonable fit. An employee who at any time feels that his/her uniform is not of a reasonable fit, shall bring this to the attention of Management, and the matter shall be corrected in a reasonable period of time, at the Employers expense.
- 8.05 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. The lunchroom shall be equipped with a fridge (where the employees lunches may be kept) and microwave, and shall be used for the exclusive use of the employees for lunch and breaks during normal hours of operation.
- 8.06 The Employer shall provide footwear as part of the uniform. In the event the uniform supplier is unable to provide a shoe size required by an employee, the Employers, upon presentation of a receipt for purchase, will reimburse the employee up to one hundred dollars (\$100.00) for the appropriate shoe size. The applicable points will be deducted from the employee's uniform entitlement as if they had purchased the shoes through the uniform supplier.
- 8.07 The Employer shall supply clean lockers where the employees may keep their belongings while in the employ of the employer. It shall be the employees duty to keep the lockers clean once they have been assigned.
- 8.08 The Employer agrees that whenever an employee is required to provide a medical note or report for any reason that all such notes or reports shall be paid for by the Employer provided a receipt is supplied.

An employee who is absent from work by reason of illness or accident other than a work accident, shall not be required to submit to the

Employer a medical certificate unless the absence is of a duration of three (3) consecutive working days or more.

8.09 Employees shall not be asked or required to give oral or written statements against fellow Union members, where such oral or written statements are not directly related to the fulfillment of the employees duties to the Employer. It is understood that in the context of workplace incident investigation, the employer may require employees to provide a verbal or written statement of the events that he/she has witnessed.

ARTICLE 9 - CONFLICTING AGREEMENT

9.01 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.

9.02 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 10 - TRANSFER OF TITLE OR INTEREST

10.01 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.

10.02 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 11 - GRIEVANCE PROCEDURE

11.01 All questions, disputes and controversies arising under this agreement shall be adjusted and settled promptly within the terms and conditions as set forth in this article in the manner provided by this article. The procedure for settlement of such grievances shall be as follows.

Step One:

Any grievance of an employee shall first be taken up between such employee and the Employer supervisor within ten (10) days from the date on which the circumstances upon which the grievance is based were known or should have been known by the grievor. Such employee will be entitled to be accompanied by a shop steward. The supervisor shall give an oral answer to the grievor within five (5) working days.

Step Two:

Failing settlement at step one, such grievance shall be reduced to writing by the Union and presented to the Employers supervisor within ten (10) working days of the receipt of the reply at step one. The

written grievance shall contain a summary of the matter at issue and shall specify the articles of the agreement claimed to have been violated or in question and the remedy sought. The decision of the Employers supervisor or his delegate shall be delivered to the Union in writing within five (5) working days.

Step Three:

Failing settlement at step two, the Union may within five (5) working days request a meeting to be held between the Union and the Employer. Such meeting must take place within ten (10) working days of the Union's request. The branch manager will provide the Union with a written decision within five (5) working days after such meeting.

Step Four:

Failing settlement at step three, the grievance shall be submitted to a single neutral arbitrator, chosen by mutual agreement, within thirty (30) calendar days of the last discussion at step three. The party requesting arbitration shall do so in writing, naming their choice of arbitrator.

If the parties fail to agree upon a neutral arbitrator within ten (10) working days after either party has served notice on the other party, the Minister of Labour will be requested to appoint a neutral arbitrator.

11.02 The arbitrator shall hear the matter at issue and shall have the power to dispose of the grievance by any arrangement, which he deems just and equitable. The arbitrator shall not be authorized to alter, modify or amend any part of this agreement, or to render any decision incompatible with the provisions of this agreement, or to consider any matter not pertaining to the present agreement.

11.03 The arbitrator's decision shall be final and bind the Employer, the Union and the employees concerned.

11.04 No matter may be submitted to arbitration which has not been

properly carried through all steps of the grievance procedure, except as otherwise provided herein.

11.05 Each of the parties hereto will equally share the expense of the arbitrator.

11.06 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union or the Employer has a grievance, or in the case of a discharge, step one and step two of this article may be bypassed. However, it is expressly understood that the provision of this section may not be used to institute a complaint or grievance directly affecting an employee, which such employee could himself institute and the regular grievance procedure shall not thereby be bypassed.

11.07 In the cases of disciplinary suspension or of dismissal, a grievance may be filed at the written step of the grievance procedure by submitting it to the person designated by the Employer within the ten (10) working days following the imposition of the suspension or dismissal.

11.08 The time limits fixed in this article may be extended by written mutual agreement of the parties.

11.09 If the parties settle a grievance at steps 1 through 3, the parties shall exchange written communication confirming settlement.

ARTICLE 12 – WAGE RATES, PAYDAY AND PAY STATEMENTS

12.01 For the term of this agreement, the Employer will pay the wages provided in Appendix "A".

12.02 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.

12.03 The Employer shall provide every employee covered by this Agreement with a separate electronic or detachable written or printed itemized statement in respect of all wage payments made to such employee. Such statement shall set forth the total hours worked, the total overtime hours worked, either time and one-half or double time, the rate of wages applicable, and all deductions made from the gross amount of wages.

Payment of wages will be made by direct deposit to the employees bank account.

Any error in payroll calculation by the Employer, of less than fifty dollars (\$50.00) dollars shall be paid to the employee on the next pay cheque in accordance with the pay cycle end. Errors of fifty dollars (\$50.00) or more, will be paid by separate cheque within five (5) business days, excluding Saturdays, Sundays, and Statutory Holidays.

Should the employee be overpaid, the employee shall have the right to pay back the overpayment or arrange a suitable repayment schedule with management.

ARTICLE 13 - ANNUAL VACATIONS

13.01 Employees who have previously completed or subsequently complete one (1) calendar year 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 their vacation. A calendar year shall be twelve (12) months from the date an employee commenced work.

13.02 Employees who have previously completed or subsequently completed eight (8) years of continuous service and thereafter, as an employee shall receive four (4) weeks vacation at eight percent (8%) of their annual gross earnings for the calendar year of service dating

from their anniversary date prior to receiving said vacation. Effective January 1, 2015, Employees who have previously completed or subsequently completed seven (7) years of continuous service and thereafter, as an employee shall receive four (4) weeks vacation at eight percent (8%) of their annual gross earnings for the calendar year of service dating from their anniversary date prior to receiving said vacation.

- 13.03 Employees who have previously completed or subsequently completed fifteen (15) years of continuous service and thereafter, as an employee shall receive five (5) weeks vacation at ten percent (10%) of their annual gross earnings for the calendar year of service dating from their anniversary date prior to receiving said vacation. Effective January 1, 2015, Employees who have previously completed or subsequently completed twelve (12) years of continuous service and thereafter, as an employee shall receive five (5) weeks vacation at ten percent (10%) of their annual gross earnings for the calendar year of service dating from their anniversary date prior to receiving said vacation.
- 13.04 Employees entitled to vacations as set forth above shall be given their vacations within six (6) months of their anniversary date, and at a time suitable to the Employer and employee, based on seniority.
- 13.05 Employees, at their option, shall have the right to split their vacation into separate periods consisting of a minimum of two (2) days at a time. The Employer will do its utmost to co-operate with any employees vacation requirements where extenuating problems exists. It is understood that during the period October 1st to October 31st a full weeks of vacation shall have priority over two (2) day blocks of vacation on the vacation planner.

Definition of a vacation week is the days of an employee's schedule.

- 13.06 For the purposes of determining a calendar years employment to qualify an employee for vacations and vacation pay, the Parties agree

that when an employee has worked a minimum of seventeen hundred (1700) hours in an employees calendar year, running from anniversary date to anniversary date, he/she shall be eligible for vacation as set forth above.

- 13.07 In the event that an employee leaves the employ of the Employer before he/she is entitled to three (3) weeks vacation, he/she shall receive six percent (6%) of the gross earnings he received while in the employ of the Employer.
- 13.08 In the event of an employee leaving the employ of the Employer after he has had his vacation he earned for the previous year, he/she shall receive six percent (6%), eight percent (8%), ten percent (10%), as the case may be, of his/her pay for the year in which he ends his /her employment for which no vacation has been paid.
- 13.09 The employee must request vacation pay two (2) weeks prior to the scheduled vacation, and the Employer shall pay such vacation pay by direct deposit on the regular payday.
- 13.10 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.
- 13.11 Annual vacation must be taken between January 1 and December 31 of the current contract year, and may only be carried over to the next vacation year with mutual agreement between the Employer and the employee.
- 13.12 Vacation lists shall be posted October 1st of each year, and employees shall designate their choice of vacation time before October 31st. . The Employer shall post the final vacation schedule by November 15th, and it shall remain posted for the balance of the year to which it applies. Once posted, this vacation schedule will not

be altered unless mutually agreed to between the Employer and the employee(s) concerned.

During the period of October 1st to October 31st, vacations will be allotted in the following manner:

1. By seniority
2. One (1) or more weeks' vacation shall take priority over a partial weeks request.

If an employee fails to designate his/her choice of vacation time prior to October 31st on such listing while posted, vacation time, including partial weeks, shall be granted on a first come first served basis thereafter, regardless of seniority. Employees requesting vacation time after October 31st shall do so with fourteen (14) days written notice to which the employer shall reply in writing within seven (7) days. Failure to reply in the time required will deem the request automatically granted.

- 13.13 Unless the Employer and the Union agree there is only one (1) classification for the purposes of granting vacation, and the number of employees allowed off on vacation at any one time shall be a maximum of two (2) per shift (a.m. and p.m.) per day. If circumstances permit, at the Employers discretion, this number may be increased.

ARTICLE 14 - GENERAL HOLIDAYS

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

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Heritage Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day

14.02 Each full-time employee shall be paid the equivalent of a full day's pay (i.e. eight (8) hours for eight (8) hour shifts and ten (10) hours for ten (10) hour shifts) for each such Holiday, following the first thirty (30) days of employment, which is calculated from the first day of training.

14.03 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.

14.04 In addition to 14.02 and 14.03 above, employees working on a General Holiday, following the first thirty (30) days of employment, shall be paid as follows;

Eight Hour Shifts:

1. The first eight (8) hours or portion thereof - time and one-half (1 1/2) their regular rate
2. All hours in excess of eight (8) and up to and including eleven (11) hours - double (2x) the regular rate.
3. All hours in excess of eleven (11) - triple (3x) the regular rate.

Ten Hour Shifts:

1. The first ten (10) hours or portion thereof - time and one-half (1 1/2) their regular rate.
2. All hours in excess of ten (10) and up to and including eleven (11) hours - double (2x) the regular rate.
3. All hours in excess of eleven (11) - triple (3x) the regular rate.

14.05 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 00:01 and 23:59 shall be considered as worked on a General Holidays for each individual employee.

ARTICLE 15 - SENIORITY AND PROMOTIONS

15.01 Strict seniority shall prevail at all times, subject to the particular employee(s) being capable for work which is to be done. Seniority shall be based from the first day of actual time for which wages are paid or the first day of classroom training whichever comes first.

15.02 Should two or more persons have the same start date, the seniority ranking for that group of employees shall be by random draw.

15.03 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. Laid off full or part time employees shall not suffer a loss of seniority or benefits, and will whenever possible be allowed the minimum number of days worked required to maintain their CATSA certification. In the event the layoff is to be permanent the employee shall be so notified and paid severance in accordance with the Canada Labor Code.

15.04 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, 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. It is understood and agreed that an employee exercising this right will be under obligation to pay Union dues for the one hundred and eighty (180) calendar day period.

- 15.05 The Employer shall provide the Union with a seniority list that will include 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 month 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.
- 15.06 Any employee wishing to protest seniority must do so within thirty (30) calendar days of the initial posting of the seniority lists. The Employer shall date stamp the seniority list when posted.
- 15.07 Due to the nature of the Employers business, the Employer will have the right to discontinue the employment of any employee during the period up to ninety (90) calendar days from commencement of employment.

ARTICLE 16 - HOURS OF WORK

- 16.01 The calendar week shall be from 00:01 Sunday to midnight the following Saturday.
- 16.02 Schedules will be submitted for mutual agreement by both the Employer and the Union prior to implementation. Seniority of the employee shall be the determining factor when awarding schedules of work, other than when the hours of work on a bid schedule change by two (2) hours or more per week.

Schedules will consider the appropriate number of staff and their qualifications for all aspects of screening operations (PBS, NPS, HBS, FBS) and the optimum shift lengths/durations.

It is understood and agreed that full-time employees will work a minimum eight (8) hours per day, five consecutive days per week, or

10 hours per day for 4 consecutive days, except where a change of shift schedule occurs.

The Employer agrees that at no time will the number of employees holding less than a thirty two (32) hour per week schedule exceed 15% or 20% of the number of full time employees holding thirty two (32) or more hour per week schedules in accordance with Article 17.04.

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.

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

16.03 For full time employees, all time on their first day worked during days off shall be at one and one half (1.5) rate of pay, and all time on a subsequent 2nd or 3rd consecutive day off shall be at two (2.0) times rate of pay. Call-in overtime will be awarded in order of seniority and certification on a first call-in basis to employees on a day off. Preference will be given based on seniority, to officers working at 1.5 overtime rates, then to 2.0 overtime rates on their 2nd and 3rd consecutive days off.

16.04 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.

16.05 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.

16.06 If an employee is requested by the Company to leave early when working overtime on his/her day off, he/she will be paid only for the

time worked. The employee must work at least four (4) hours on said shift.

16.07 Overtime shall be paid either after eight (8) hours in a regular workday or where the employees schedule of hours is less than eight hours per day for all hours worked beyond the employees regular scheduled hours. (Example: The employee has a 6 hour schedule then overtime is paid after 6 hours). All employees may be required to work overtime, all of which shall be voluntary, and awarded in order of seniority. When overtime work is required and no employee volunteers to work such overtime, the junior employee shall be required to work such overtime; reverse seniority shall apply until enough employees are working to cover the shift. No employee will be requested to work overtime shifts while on vacation with the exception of an emergency situation.

If an employee is required to work unscheduled overtime, for which he or she is not notified in advance of commencement of his/her regular shift, and the employee works in excess of two (2) hours of overtime, the employee shall receive a meal allowance of sixteen dollars (\$16.00).

16.08 Implementation of the whole of this Article shall be no more than two (2) weeks from the date of ratification.

16.09 Where an employee having bid on and been awarded a shift/schedule of hours by the Employer has his hours increased or reduced by two (2) hours or more per week, such employee shall be entitled to use his seniority to bump to another shift/schedule of his choice. Up to four (4) employees affected by a bump of this nature will be allowed to use their seniority to choose a shift/schedule of work.

16.10 Any new or vacant position on any shift or schedule shall be posted for bid. A new position will include any position that has its hours increased beyond the original posted hours.

Posting shall occur within 3 days of the vacancy and shall remain posted for seven (7) days. The position will be awarded on the eighth (8th) day and implemented in the following week.

- 16.11 The Employer agrees that in accordance with the requirements of its contract to provide bilingual service that each shift shall have a maximum of two (2) employees designated to provide bilingual services (French and English) at the Domestic screening area and a maximum of two (2) employees providing such services at the International screening area. It is also agreed that any new screening point that is activated will require a minimum of one bilingual agent.
- 16.12 The work week shall be any five (5) consecutive days beginning Sunday at 00:01 midnight and ending at 23:59 pm the following Saturday. The Employer shall allow a fifteen (15) minute paid break for each four (4) hours worked at straight time, and shall allow a thirty (30) minute paid lunch for each employee required to work six (6) hours or more. Where an employee having completed an eight (8) hour day is required to work in excess of three (3) hours of overtime, such employee shall be granted a fifteen (15) minute paid break for each additional three (3) hours worked, and an additional paid lunch period after six (6) hours of overtime.

Employees shall be entitled to their first 15 minute paid break after the end of the first hour and prior to the start of the third hour. They shall be entitled to their paid lunch break after the end of the third hour and prior to the start of the fifth hour. They shall be entitled to their second 15 minute paid break after the end of the fifth hour and prior to the start of the seventh hour. For employees working ten hour shifts they shall be entitled to their third 15 minute paid break after the start of the ninth hour and before the start of the tenth hour. Employees shall be entitled to an additional half hour paid lunch upon completion of 14 hours on duty.

It is understood that the above noted paid breaks and lunch periods

may be rescheduled in order to meet passenger volume and site requirements such peak period manning requirements shall be posted as well as any changes to these requirements.

16.13 (a) The Employer shall maintain an Availability List on which employees wishing to work extra hours outside of their regular shift/schedule may place their names in order to be called to work. Such list shall be posted one week in advance of the week in which the employee may be called to work. Employees will indicate the days of the week and hours in which they are available. The Employer will call employees to such extra work on the basis of seniority on the Availability List, and then call employees in order of seniority whose names do not appear on the list in the event that there are insufficient employees on the list.

(b) In the event of a reduction of the TWH (Targeted Weekly Hours), employees may volunteer to reduce their weekly hours by signing the Voluntary Time Off List. Such VTO List will be posted on a weekly basis for the following week.

16.14 The Employer agrees to combine hours to create as many full time shifts/schedules of the greatest number of hours up to forty (40) hours per week as is possible.

16.15 The Employer agrees that the Employers current practice allowing employees to exchange shifts shall be maintained for the life of the Collective Agreement. The practice is outlined herein as follows:

(a) the change is to be requested in writing on a form provided for such purpose by the Employer and signed by the two (2) employees involved at least three (3) days in advance;

(b) the two (2) work shifts shall be scheduled within the same pay period;

(c) the changes in work shifts are not to result in the payment of any

overtime;

- (d) the change in work shifts is not to harm operations;
- (e) any debit or credit in salary caused by any reason whatsoever (i.e. late arrival for work or payment of a statutory holiday) shall be attributed to the employee who actually performs the work.

16.16 There will be no split shifts.

16.17 There will be no six (6) hour shifts for full time employees.

ARTICLE 17 - PART-TIME EMPLOYEES

17.01 All employees who are regularly scheduled to work less than thirty two (32) hours per week shall be considered to be part time employees, employees scheduled to work thirty two (32) hours per week or more are considered to be full time employees.

17.02 Unless otherwise specifically identified all articles of the Collective Agreement are applicable to part time employees.

17.03 Part time and full time employees shall be carried on a single seniority list and shall use such seniority for all purposes covered by the Collective Agreement.

17.04 The Company agrees that at no time shall the number of part time employees exceed fifteen percent (15%) of the number of full time employees so long as such number of full time employees is below sixty (60), or twenty percent (20%) of the number of full time employees so long as such number of full time employees is sixty (60) or greater. Thereafter, if the number of full time employees should fall below sixty (60) at any time for a period of 90 days or less, the twenty percent (20%) limit remains in force.

ARTICLE 18 - BONDING

18.01 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 19 - EMPLOYER SEARCHES

19.01 The Employer will not require employees represented by Teamsters Local Union No. 395 to participate in searches of the Employers 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 Employers 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 20 - HEALTH AND WELFARE PLAN

20.01 The Employer shall provide the Prairie Teamsters Health and Welfare Plan, excluding Long Term and Short Term Disability coverage, to all Full-time and Part-time employees, members of the Union, and eligible dependents coming under the jurisdiction of this Agreement.

The Company shall provide the complete Prairie Teamsters Health and Welfare Plan, including Long Term and Short Term Disability coverage, to all Full-time and Part-time employees who have attained Level 3 CATSA Certification and have completed three (3) calendar

years of service.

20.02 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.

20.03 It will be the responsibility of the Employer to ensure that all employees are enrolled in the Health and Welfare Plan, and to make premium remittances on their behalf. Failure of the Employer to enroll employees, forward complete forms and/or remit premiums on the due date [being the tenth (10th) day of each month], to the trustees, will cause the Employer to be liable for any claim arising thereof.

20.04 It shall be the Unions responsibility to supply all necessary enrollment forms to the Employer.

20.05 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.

20.06 The cost of the Health and Welfare Plan will be paid for by the Employer, for full-time employees.
Effective July1, 2012 the cost of the plan excluding Short Term and Long Term Disability coverage, will be one hundred and fifty seven dollars and sixty six cents (\$157.66) per employee per month.

Effective July1, 2012 the cost of the plan including Short Term and Long Term Disability coverage, will be two hundred and thirty nine dollars and thirty seven cents (\$239.77) per employee per month.

Part-time employees will have the same coverage as full time employees except that in order to receive short term and long term disability benefits part time employees must have 6240 hours worked.

The Employer will be responsible for a premium cost increase up to a maximum five dollars (\$ 5.00) per month per member per calendar year. The Employer will not be responsible for any taxes.

- 20.07 The Employer will continue to cover employees who are off ill, or on Compensation, for a maximum of three (3) months from date of illness or injury. After three (3) months, the employee will have the option to continue paying their own premiums through the Company.
- 20.08 The Employer will pay for all medical examinations required by the Employer with the exception of the initial medical exams required by Transport Canada at the entry level, or processing, stage of the trainee.
- 20.09 Full Time employees who have attained Level 3 CATSA Certification and completed two thousand and eighty (2080) hours of service will accrue eight (8) paid Sick Days based on three point two percent (3.2%) of an employee's regular hours worked. Unused sick days can be paid out annually providing an employee maintains a minimum of six (6) sick days in their sick bank. All days accumulated in excess of sixteen (16) days will be paid out to the employees on the pay period closest to December 15th of each year.

An employee may request a personal day in lieu of Sick time. Subject to operational needs, the leave may be granted and the employee's sick time bank will be reduced accordingly.

- 20.10 When an employee suffers an injury or illness which requires his/her absence, they shall report the fact to the Employer as soon as possible, prior to their actual starting time, so that adequate replacement may be made if necessary. The reporting of such injury or illness should be made prior to starting times a minimum of one (1) hour for all shifts that commence earlier than 08:00 and a minimum of two (2) hours for all other shifts. Failure to comply may result in disciplinary action being taken by the Employer.

ARTICLE 21 - PENSION PLAN

21.01 Effective the first pay period following date of ratification, the Employer will contribute eighty- cents (\$.80) per hour for each hour worked for all employees who have attained Level 3 CATSA Certification to the Prairie Teamsters Pension Plan.

21.02 Contributions and remittances referred to above shall be remitted monthly, by the thirtieth (30th) day of the month following the month to which they refer, together with a form supplied to the Employer by the Union, which will provide full instructions.

21.03 Timely payment of contributions to the Trust Fund provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows:

1. The Union will advise the Employer in writing of any delinquency.
2. If the Employer has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and Holidays, the Union may then request a meeting with the Employer to provide for payment of funds.
3. In the case of failure of the Employer to contribute into the funds on the due date, the Trustees, in their joint names, may take legal action against the Employer for recovery of the amount due.

ARTICLE 22- SEPARATION OF EMPLOYMENT

22.01 If an employee is discharged by the Employer, he shall be paid in full for all monies owing to him by the Employer, on the date of his discharge, subject to other clauses of this Agreement.

22.02 If an employee is terminated, or quits, he shall receive his final pay cheque including all monies owing to him, subject to Article No. 8.03, by his next regular payday.

22.03 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.

22.04 This Article shall not apply where an employee has failed to surrender all necessary documents and material(s) issued to him/her by the Employer, in good condition notwithstanding normal wear and tear. In such event, the Employer may require such employee to pay for any item willfully destroyed, mutilated or not returned before final payment of salary is made, subject to the Payment of Wages Act.

ARTICLE 23 - INSPECTION PRIVILEGES

23.01 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 24 - EXTRA SKILLS OR REQUIREMENTS

24.01 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 applicable rate of pay.

ARTICLE 25 - PARKING ALLOWANCE

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

ARTICLE 26 - SAVING CLAUSE

26.01 **Severability:** 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.

26.02 **Interpretation:** all monetary matters (salary and benefits) not specifically covered herein shall be governed by the Collective Agreement between Aeroguard Inc. and United Steelworkers Local 5917 in force between April 1, 2007 and March 31, 2012.

ARTICLE 27 - COMPENSATION COVERAGE

27.01 The Employer shall provide coverage to all employees for injury on the job under the Workers Compensation Act of the Province of Saskatchewan.

27.02 An employee who sustains a work injury shall receive his/her full wages for the day on which the injury occurred.

ARTICLE 28 - STRIKES AND PICKET LINES

28.01 There shall be no strikes, work stoppages, job action or lockouts, or intimidation under this Agreement, excepting those strikes as provided under the Federal Labor Code.

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

28.02 In the event of a strike, by a Labor Group other than those covered by this Agreement, involving the Employers property or operations, the employees will remain on the job in accordance with their obligations under the Canada Labor Code, unless to do so would endanger the life of the employee.

ARTICLE 29 - LABOR RELATIONS MEETINGS

29.01 Labor Relations meetings will be held to discuss any questions of mutual interest other than those being the object of a grievance or those being the jurisdiction of the Health and Safety committee. These meetings shall occur at least every three (3) months. The meetings will include any and all stewards that are available and the stewards in attendance will have their wages for the day paid by the Employer

ARTICLE 30 - HEALTH AND SAFETY AT WORK

30.01 Cooperation

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

30.02 Respect of the Law

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

30.03 Health and Safety Committee

The Health and Safety Committee will be comprised of:

- two (2) members designated by the Union
- two (2) Employer representatives

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

30.04 Committee Meetings

- (i) The Health and Safety Committee shall meet on a monthly basis. Minutes of each meeting must be taken and remitted to each of its members and posted on the bulletin board along with a copy to the Local Union.
- (ii) Members of the Health and Safety Committee shall not be required to perform their normal functions during the time necessary to attend the said meetings and shall not suffer any

loss of regular wages by reason thereof.

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

30.05 **Right of Refusal**

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

30.06 **Government Inspection**

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

30.07 **Safety Training**

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

THIS COLLECTIVE AGREEMENT SIGNED THIS 2/ST DAY OF FEBRUARY, 2013.

FOR THE COMPANY:

Garda Security Screening Inc.



Larry Johns, Director, Operational Effectiveness

FOR THE UNION:

Teamsters Local Union No. 395



Randy Powers, Secretary-Treasurer

APPENDIX "A"

January 13, 2013 (wage rates inclusive of VRSC/COLA)

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$16.68				
Level 2	\$17.74				
		\$18.81	\$19.18	\$19.55	\$19.92
TL Premium Rate	\$22.41				
Hours of Service		0 - 2080	2081 - 4160	4161 - 6240	6241 +

March 24, 2013

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$17.10				
Level 2	\$18.18				
		\$19.28	\$19.66	\$20.04	\$20.42
TL Premium Rate	\$22.97				
Hours of Service		0 - 2080	2081 - 4160	4161 - 6240	6241 +

April 6, 2014

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$17.52				
Level 2	\$18.64				
		\$19.76	\$20.15	\$20.54	\$20.93
TL Premium Rate	\$23.54				
Hours of Service		0 - 2080	2081 - 4160	4161 - 6240	6241 +

The Team Leaders premium rate is twelve point five percent (12.5%) above the Level 3.4 rate in effect at any time for hours worked as a Team Leader. Assistant Team Leaders (ATL's) and Training Specialists (TS's) will receive the premium paid in increments of fifteen (15) minutes for time worked.

With the inclusion of \$1.11 in the new wage rates as of January 13, 2013, all previous references to VRSC/COLA are null and void going forward.

A lump sum payment of one thousand one hundred dollars (\$1100.00) for full time, and five hundred fifty dollars (\$550.00) for part time, will be paid within 45 days of the date of ratification by separate cheque. The Employer will pay a pro-rated lump sum for the period that employees were on the active payroll from April 1, 2012 to March 31, 2013, for such employees who were off the payroll on the date of ratification, for reasons of Maternity or Medical leave of absence without pay. The pro-rated lump sum will be paid following the employees return to work. Probationary employees will be paid on completion of their probationary period.

Letter of Understanding – NO. 1

Teamsters Local 39 (the Union) and Garda Security Screening Inc. (the Company.)

Subject: Adjustment of shift start/end times

The Company and the Union hereby agree to meet and discuss within 30 days the manner in which adjustments to shift start and end times will be managed.

Signed:



Randy Powers, Teamsters Local 395



Larry Johns, Garda Security Screening Inc.

Date: Dec 13/12

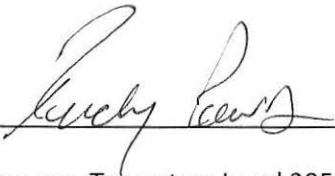
Letter of Understanding – No. 2

Teamsters Local 39 (the Union) and Garda Security Screening Inc. (the Company.)

Subject: Implementation of 4/3 schedules

The Company and the Union hereby agree to meet and discuss the implementation, on a trial basis, of a 4/3 schedule consisting of static and/or rotating 4/3 shifts (or combinations thereof) for the Spring 2013 shift schedule for a period of 2 rotations. If the trial is found to be unworkable, a 3rd bid will be held by mutual agreement.

Signed:



Randy Powers, Teamsters Local 395



Larry Johns, Garda Security Screening Inc.

Date: Dec 13/12

DISCLAIMER

SHOULD ANY QUESTION ARISE REGARDING CLAUSES OR SECTIONS IN THIS BOOKLET, THE ORIGINAL SIGNED COLLECTIVE AGREEMENT ON FILE IN THE LOCAL UNION HEAD OFFICE, WILL BE THE DETERMINING FACTOR.

“RESPECT IS A TEAMSTER CONTRACT”

KNOW YOUR AGREEMENT.....MAKE SURE YOU KEEP IT FOR YOUR FUTURE REFERENCE. IF THERE IS ANYTHING ABOUT WHICH YOU MAY BE IN DOUBT, ASK YOUR STEWARD TO ADVISE YOU, OR CONTACT YOUR LOCAL UNION OFFICE.

“BE A GOOD UNION MEMBER”

1. ALWAYS ATTEND YOUR UNION MEETINGS.
2. ALWAYS HELP NEW EMPLOYEES BECOME ACQUAINTED WITH THE AGREEMENT.
3. ALWAYS KEEP THE LOCAL UNION OFFICE ADVISED OF ANY CHANGES OF ADDRESS
4. IF YOU LEAVE YOUR JOB FOR ANY REASON, CONTACT YOUR LOCAL UNION HEAD OFFICE FOR A WITHDRAWAL CARD. **DO NOT ASK YOUR STEWARD, DO NOT ASK YOUR BUSINESS AGENT, THE RESPONSIBILITY IS YOURS.**

TEAMSTERS LOCAL UNION NO. 395

HEAD OFFICE

1515 PARK STREET
REGINA, SK
S4N 2E9

PHONE: (306) 569-9259
FAX: (306) 352-5499

SECRETARY-TREASURER
Randy Powers

BUSINESS AGENT / ORGANIZER
Richard Rose

SUB OFFICE

203-135 ROBIN CRESCENT
SASKATOON, SK
S7L 6M3

PHONE: (306) 382-7868
FAX: (306) 653-2888

BUSINESS AGENT/PRESIDENT
Dave Phipps

NOTES

It is very important you obtain a withdrawal card when you leave your job for any reason. When a member has a withdrawal card he/she is not required to pay union dues for the time he/she is out. A member who fills out a withdrawal card will remain in good standing.

There is no charge for a withdrawal card. In order for your card to be processed, your dues must be paid up to date. Failure to obtain a withdrawal card will result in you continuing to accrue a monthly dues obligation.

Please note it is entirely the member's responsibility to inform the local when you will be out.