

COLLECTIVE AGREEMENT

BETWEEN

GARDA SECURITY SCREENING INC.
Fort McMurray, AB
(Herein referred to as the 'Employer')

AND:

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

Expires March 31, 2020

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ARTICLE NO. 1 - BARGAINING AGENCY and DEFINITION

- a) The Employer recognizes General Teamsters, Local Union No. 362 as the exclusive representative for the purpose of collective bargaining, and grievances arising from the Agreement, of all employees of Garda Security Screening Inc. working at Fort McMurray Airport engaged in the security screening of passengers, non-passengers and baggage, excluding Supervisors and those above the rank of Supervisor, as per CIRB Order No. 9686 - U.
- b) This Agreement shall cover all employees, as defined in (a) above, employed by the Employer at Fort McMurray Airport, Fort McMurray, Alberta
- c) The Employer recognizes General Teamsters Local Union No. 362 as the exclusive representative for the purpose of collective bargaining for all employees in the classification of Screeners.
- d) The term "employee" as used in this Agreement, shall apply to any person performing work in any job which is covered by the Certificate and this Agreement. There shall only be two (2) categories under this Agreement, namely Screeners and Team Leaders. Should any other category become necessary within the bargaining unit, and there is no classification or wage rate contained in this Agreement for the job category, then the Union and the Employer shall immediately negotiate a classification and wage rate for that category. Should the Parties fail to agree, the matter shall be referred to a neutral Arbitrator as provided for in this Agreement.
- e) All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union, as prescribed herein, or who are eligible to become members under Article No. 3 herein, except in the case of emergency circumstances such as short staffing, training, excessive passenger volume, charters 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. The "Team Leader", including acting/assisting Team Leaders (ATLs), Training Specialists and Hold Baggage Screening Specialists, is a full-time or part-time employee as described below. A Team Leader's primary duty is to direct the work force and does not have the right to hire, fire, or discipline. Employees in the Team Leader classification will bid a regular shift schedule and, when not performing the work of a Team Leader, will work as a Level 3 Pre-Board Screening Officer.
2. A "Full-time Employee" is an employee who holds a position on a continuous basis, in accordance with Article No. 16(b) paragraph 2.
3. A "Permanent Part-time Employee" is an employee who holds a position on a continuous basis, in accordance with Article No. 17(a).
4. An "On-Call Casual Employee" is an employee who is offered work as set out in Article No. 18 (a).
5. "Start Date" shall be the first day on payroll with the Employer, and "Seniority Date" shall be the first day on the payroll at the Fort McMurray Airport.

ARTICLE NO. 2 - DURATION OF AGREEMENT

- a) This Agreement shall be in full force and effect from and including date of ratification up to and including March 31, 2020 and shall continue in full force and effect from year to year thereafter, subject to the right of either Party to this Agreement, within four (4) months immediately preceding the expiration date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement.
- b) Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of Strike, and such Strike has been implemented, or the Employer shall give notice of Lockout, and such Lockout has been implemented, or the Parties shall conclude a renewal or revision of the Agreement, or a new Collective Agreement.
- c) The expiration date of the Agreement shall be deemed to be the day immediately preceding the implementation of a Strike by the Union, or the implementation of a Lockout by the Employer.

ARTICLE NO. 3 - UNION SECURITY

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

ARTICLE NO. 4 - DEDUCTION of UNION DUES

- a) The Employer shall, no later than the twentieth (20th) day of each month, remit to the Union a list containing the names of all employees who have left their employment since the previous check-off was remitted, in addition to the names of all new employees hired during the preceding check-off month. The Union shall then immediately send the Employer a current check-off list based on the information supplied by the Employer.
- b) Fifteen (15) days after an employee commences employment, they shall have an amount equivalent to the monthly dues of the Union deducted from their wages, and that amount, along with the employee's name, will be added to the Union check-off, before same is mailed to the Union. The Employer will deduct the Initiation Fee from the employee after the employee has completed ninety (90) calendar days of employment. The deduction of the Initiation Fee shall be in increments of fifty dollars (\$50.00) per month commencing the first month following ninety (90) calendar days of employment until the Local Union Initiation is fully paid.
- c) All employees referred to above, will be required to sign an authorization form for the deduction and remittance of Initiation Fees, Union Dues, and fines and/or assessments, which may be levied by the Union in accordance with the Union's Constitution and/or By-Laws.

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

ARTICLE NO. 5 - MANAGEMENT RIGHTS

- a) Unless expressly limited or addressed by this agreement, the Employer retains the right to manage all 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.
- c) Whenever possible, all rules and procedures are to be detailed in writing.

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

- a) The Employer shall allow time off work, without pay, to any employee who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business. Any such requests must be made at least seven (7) calendar 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 maintain 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 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 both the Employer and the Union, in writing, and seniority shall accrue during such extension. Such request for extension must be made in writing at least seven (7) calendar days prior to the expiration of the original leave.

- e) Any employee hereunder on an unpaid Leave of Absence engaged in gainful employment without prior written permission from both the Employer and the Union shall forfeit his/her seniority rights and his/her name will be stricken from the Seniority List, and he/she shall no longer be considered an employee of the Employer.
- f) An employee requesting an unpaid Compassionate Leave will be given special consideration, and may be required to substantiate the reason for such Leave, prior to returning to work. Any violation of this provision will be subject to disciplinary action.
- g) An employee who goes to work for the Local Union which represents the employee in his/her bargaining unit, may apply for an unpaid Leave of Absence from the Employer for a period not to exceed one (1) calendar year. 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 (1) calendar year, the employee must return to his/her former position or relinquish all seniority rights with the Employer.
- h) Employees must file a request for Leave of Absence, at least fourteen (14) calendar days in advance, and the Employer must reply to the said Leave of Absence within seven (7) calendar days of the request.
- i) When an employee suffers an injury or illness which requires his/her absence, they shall report the fact to the Employer as soon as possible, prior to their actual starting time, so that adequate replacement may be made if necessary. The reporting of such injury or illness should be made prior to starting times - a minimum of one (1) hour for all shifts that commence earlier than 08 :00 and a minimum of two (2) hours for all other shifts. Repeated failure to comply may result in disciplinary action being taken by the Employer.
- j) Employees must keep the Employer notified of their correct address and phone number at all times.
- k) **Bereavement Leave** - In the case of death in the immediate family, (mother, father, spouse, common-law spouse, children, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step children, step parents, grandchildren, grandparents and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides) upon notification to the Employer, the affected employee shall be granted four (4) days Leave of Absence with pay. The Employer shall grant an additional leave-of-absence of seven (7) consecutive days without pay to attend the funeral if the funeral occurs outside of a seven hundred kilometres (700 kms) radius of the employee's normal work location.

Proof of death may be required, if requested by management. The Employer will not require any person already on bereavement leave to report for work during the bereavement period. If an employee is notified of a death in his immediate family while working, he/she shall be relieved from duty and paid for the balance of his/her shift.

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

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

- m) **Maternity and Parental Leave** - shall be as defined and outlined in the Canada Labor Code. The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which she intends to commence the Leave and expected date of return, 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 four (4) weeks prior to their return. The Employer shall reinstate her to her former position at not less than the same wages and benefits.

In the event the employee wishes to extend her Maternity Leave, she shall be granted a Leave of Absence without pay for a period not to exceed sixty (60) days, provided that the employee provides the employer with the foregoing four (4) weeks written notice of her intention to do so and stating her intended date of return to work.

- n) **Paternity Leave** - an employee whose partner has given birth shall be granted two (2) days of paid Paternity Leave at the time of birth of the child, or on the date when the child is brought home. Upon request, an employee will be granted an additional three (3) days Leave without pay to be taken in conjunction with the foregoing.
- o) **Marriage Leave** - The Employer shall grant, upon written request, up to five (5) consecutive unpaid days off for an employee to attend his/her own wedding.
- p) **Special Medical Leave** - Where an employee is required to absent him/herself from work in order to attend an appointment with a medical specialist, the Employer shall grant such unpaid time off providing the employee has requested such time off at least seven (7) calendar days in advance of the appointment. Special consideration will be given in the event of short notice of appointments due to openings with the medical specialist due to cancellations.

ARTICLE NO. 7 - SHOP STEWARDS

- a) The Union shall appoint or elect Shop Stewards from Regular Employees who have completed their probationary period and shall notify the Employer in writing of the appointment or election. The Employer shall only recognize such Shop Stewards when notified in writing by the Union, and shall not discriminate against them for lawful Union activity.
- b) The Union shall supply to Management on or about each January 1, a list of the employees acting as Shop Stewards. Such list will indicate the name of the employee and the location. 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 the Check Point Manager (CPM) or Employer designate. Such permission will not be unreasonably denied. When resuming their work, they will report back to the CPM or Employer designate.
- d) The Employer will notify the Union prior to the discipline or termination of any Shop Steward.

ARTICLE NO. 8 - UNIFORMS and MISCELLANEOUS

- a) All uniforms, when supplied by the Employer, shall be without cost to the employee.
 - b) Uniforms will be as described and worn as stated in the CATSA SOP. For Winter Bridge and Ramp duties, during extreme winter conditions, the employees will be permitted to wear their own clothing limited to and provided it meets the following conditions :
 - Boots – must be black and polishable
 - Gloves – must be either solid navy or solid black in colour
 - Toques – must be either solid navy or solid black in colour
- In cases of extreme weather conditions where it is necessary for an employee to wear articles of personal clothing for warmth, the outer most visible layer must be the CATSA provided uniform. It is understood and agreed that no Screening Officer will remain on the Bridge and/or Ramp for more than one (1) hour at a time. These one (1) hour duty periods will be shortened accordingly during periods of inclement weather and temperatures, taking into consideration the Health and Safety of the Screening Officers.
- c) Upon termination of employment, the employee is required to return all pieces of the uniform which bear an external logo. The employee's final paycheque will not be issued until all required pieces of the uniform are returned to the Employer. The cost of uniform items that are not returned will be subject to Article 25 (c).
 - d) For every four (4) weeks of work by an employee, the Employer shall pay to such employee a cleaning allowance of fifteen dollars (\$15.00).
 - e) Employees will be issued with uniforms having a reasonable fit. An employee who at any time feels that his/her uniform is not of a reasonable fit, shall bring this to the attention of Management, who will coordinate with the Uniform supplier for all required alterations.
 - f) The Employer will provide a clean and adequate lunchroom and storage lockers for its employees. The employees will be responsible to ensure the area and equipment are kept in a clean and tidy condition, after use.

ARTICLE NO. 9 - CONFLICTING AGREEMENT

- a) The Employer agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement or any statute of Canada. Any such agreement will be null and void.
- b) The Employer party to this Agreement shall not use another limited company or device to avoid the conditions of this Agreement. All time worked by any person who, at any time works for the Employer, Party hereto, shall be paid on the basis of the conditions set out in this Agreement regardless of who the Employer hereto states employed such person for a portion of the total hours worked by such person. The Employer agrees that he accepts the sole responsibility for all time worked by persons on his payroll and will not use a subsidiary or allied company to circumvent the terms of this Agreement.

ARTICLE NO. 10 - TRANSFER of TITLE or INTEREST

- a) This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event that the entire operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

- b) It is understood by this Section that the Parties hereto shall not use any leasing device to a third party to evade this Collective Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc, of the operation covered by this Agreement or any part thereof. Such notice shall be in writing, with copy to the Union, not later than the effective date of sale.

ARTICLE NO. 11 - GRIEVANCE PROCEDURE

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

Step 1: Any grievance of an employee shall first be taken up between such employee and the Check Point Manager (CPM). 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) calendar days;
All others - fifteen (15) calendar 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 General Manager 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.

Grievance Panel : Prior to proceeding to arbitration, the grieving party can request, and if mutually agreed, that the grievance be referred to a Grievance Panel established for this purpose by the Employer and the Union. The grieving party will advise the other party in writing of its intention to proceed to the Grievance Panel within fourteen (14) calendar days after the completion of Step 3 of the Grievance Procedure.

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

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

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

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

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

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

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

The cost of the Arbitrator will be borne equally by the Union and the Employer. Except by mutual agreement between the Union and the Employer, where either Party requests an adjournment the Party requesting the adjournment shall incur the full cost of the arbitration; such agreement will not be unreasonably denied.

- b) Grievances under this Article may be initiated by any employee, a group of employees or by the Union.

ARTICLE NO. 12 – DISCIPLINE

- a) Where an employee is suspended by the Employer pending investigation, the suspension will be with pay until such time as the Employer makes a decision as to the appropriate discipline.
- b) When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary investigation hearing, investigate a documented performance event, or render a disciplinary decision, the employee is entitled to have, at his or her request, their choice of an available representative of the Union in attendance. The employee and the Union representative will be advised prior to the meeting as to the nature of the matter giving rise to the meeting and the employee will be given the opportunity to provide a full explanation as part of the investigation hearing.
- c) An employee will receive a copy of any disciplinary record placed on his/her file, including reprimands, with a copy to the Union. The incident causing such disciplinary action will not be taken in account to compound other disciplinary action taken against the employee if there has not been a similar incident in the previous twelve (12) months. For the purpose of this Article "similar" will be defined in two categories: Attendance related and Work Performance related.
- d) Upon request, employees will be permitted to review their personal file.

ARTICLE NO. 13 - PAYDAY and PAY STATEMENTS

- a) All employees covered by this Agreement shall be paid on a definite bi-weekly basis, and dates will not be altered without consent of the Union.
- b) The Employer shall provide every employee covered by this Agreement with an 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 (1 ½) or double time, the rate of wages applicable, and all deductions made from the gross amount of wages.

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

Any error in payroll calculation by the Employer, of seventy-five dollars (\$75.00) or more, shall be paid to the employee within five (5) business days, exclusive of Saturdays, Sundays and Statutory Holidays of the error being brought to the attention of the Site Management Team. All pay adjustments will be explained in full.

Failure by the Employer to correct a payroll error within five (5) business days, exclusive of Saturdays, Sundays and Statutory Holidays of being notified, in writing, will result in a penalty of four (4) hours pay per day until the error is paid.

Should the employee be overpaid, the employees shall have the right to pay back the overpayment or the employee and the Employer will mutually agree on a reimbursement plan. For a period of thirty (30) calendar days from date of ratification, errors in payroll calculation will not be subject to penalty.

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) For employees who were on payroll as of July 1st, 2005, January 1st of the year in which they commenced employment will be their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
- c) Employees commencing employment with the Employer between the dates of January 1st and June 30th, will have January 1st, in the year in which employment commenced, as their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
- d) Employees commencing employment with the Employer between the dates of July 1st and December 31st will have January 1, in the year following commencement of employment, for their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
- e) In the first year of employment, employees will be credited with one (1) day of vacation for each month of employment, to a maximum of two (2) weeks during that calendar year. Such vacation is to be taken within the period of January 1st through to December 1st of the next year. Vacation will be four percent (4%) of the gross wages paid that employee in the portion of the year worked.
- f) Employees who have previously completed or subsequently complete one (1) calendar year as an employee shall receive two (2) weeks vacation at four percent (4%) of their annual gross earnings for the calendar year for which they are receiving their vacation.
- g) Employees who have previously completed or subsequently complete four (4) years continuous service and thereafter, as an employee shall receive three (3) weeks vacation at six percent (6%) of their annual gross earnings for the calendar year for which they are receiving said vacation.

- h) Employees who have previously completed or subsequently complete 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.
- i) Employees who have previously completed or subsequently complete twelve (12) years continuous service and thereafter, as an employee shall receive five (5) weeks vacation at ten percent (10%) of their annual gross earnings for the calendar year for which they are receiving said vacation.
- j) Employees will not be called out to work during their scheduled week(s) of vacation. The vacation week shall be considered seven consecutive (7) days according to the employees work schedule.
- k) Should a General Holiday occur while an employee is on vacation, the employee shall receive another day off in lieu of said General Holiday. The additional day in lieu shall be taken in conjunction with affected vacation.
- l) Vacation lists will be posted on September 15th, of the previous year in which it is to be taken. Employees shall designate their choice of vacation, in order of seniority, prior to November 15th of the same year. In the event an employee fails to designate their choice of vacation by August 1st of the year in which it is to be taken, vacation time for said employee shall be allocated at the discretion of the Employer. The Employer shall post the completed vacation schedule by December 1st of the previous year, and it shall remain posted for the vacation year.

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

- m) Employees will have the ability to change their vacation choice after the close of the bidding period, with two (2) weeks written notice to the Employer, provided there are requested slots still available.

Vacation weeks that become available for whatever reason after the bids close, will be awarded in seniority order to employees who have a written vacation change request on file with the Employer at the time said weeks become available.

Vacation weeks not filled consistent with the foregoing will be closed for change requests fourteen (14) days in advance of the said vacation week.

- n) The maximum number of employees on vacation at any given time will be determined prior to the vacation bid and shall be as follows :
 - The total number of weeks vacation liability divided by fifty two (52), plus a ten percent (10%) variance to the next nearest whole number.
 - The additional variance weeks will be distributed on a mutually agreeable basis.
 - No additional variance weeks will be added between December 15 and the first (1st) Sunday in January.
 - No more than (1) TL may be on vacation in any week.

Annual vacation will be taken within the period of a calendar year as defined in January 1st to December 31st.

- o) Employees, at their option, shall have the right to split their vacation into separate periods consisting of a minimum of one (1) week at a time. The Employer will do its utmost to co-operate with any employee's vacation requirements in extenuating circumstances. If issues of overlap arise they will be identified at the time of booking vacation. An employee's vacation will not be unreasonably denied because of overlap with a more senior employee's vacation.

Note: Three (3) days of overlap will be considered acceptable.

- p) 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 received while in the employ of the Employer.
- q) In the event of an employee leaving the employ of the Employer after he has had his vacation he earned for the previous year, he/she shall receive four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%), as the case may be, of his/her pay for the year in which he ends his /her employment for which no vacation has been paid.
- r) The Employer shall pay vacation pay through payroll deposit on the regular payday as if the employee had worked. Or the employee may request vacation pay be paid on the regular payday immediately proceeding the commencement of the vacation, with two weeks written notice to the Employer prior to such payday.
- s) 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.
- t) Employees who have vacation entitlement of more than two (2) weeks or four percent (4%) will have the option of rolling over a maximum of one (1) week or two percent (2%) to the following years allotment. (no cascading). Employees who wish to exercise this option will notify the Employer by no later than July 1st of the current vacation year.

ARTICLE NO. 15 - GENERAL HOLIDAYS

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

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

- b) Each full-time employee shall be paid eight (8) hours pay for each such Holiday, following the first thirty (30) days of employment, which is calculated from the first day of training.
- c) Following the first thirty (30) days of employment, part-time employees are entitled to an extra days pay for General Holidays if they have worked on at least fifteen (15) of the thirty (30) days immediately before that specific General Holiday.
- d) In addition to b) and c) above, employees working on a General Holiday, following the first thirty(30) days of employment, shall be paid as follows;
 - 1. For all hours worked on their regular scheduled shift - time and one-half (1 ½) their regular rate of pay.
 - 2. All hours in excess of their regular scheduled shift - double (2x) their regular rate of pay.

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.

- e) A full-time employee required to work on a General Holiday which otherwise would have been that employee's day off, or who for any other reason would have been receiving overtime rates for that day, shall in addition to b) and d) be paid an additional straight time rate for each hour worked on the General Holiday.

ARTICLE NO. 16 - SENIORITY and PROMOTIONS

- a) Strict seniority shall prevail at all times, subject to the particular employee(s) being capable and having the appropriate CATSA Certification for any work which is to be done. Base Seniority shall be based from the first day on payroll at the Fort McMurray Airport.
- b) Should two or more persons have the same start date, the seniority ranking for that group of employees shall be by random draw.
- c) Any alleged breach of this clause shall be the basis of a grievance. When it becomes necessary to reduce the working force that may result in lay offs, the Employer will notify the Union and first meet with a view to mitigating the impact on affected employees. Any resultant lay offs will occur in order of base seniority and when the working 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 employees 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 the 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 and providing they continue paying dues. Any persons who use this clause to return to the bargaining unit, for whatever reason, will be restricted from bidding positions outside the unit for a period of one hundred and eighty (180) calendar days.
- e) The Employer shall provide the Union with a separate seniority list for full-time and part-time employees, giving the names of employees and dates they commenced employment, immediately after the signing of this agreement and each four (4) months after that, and shall also post a copy of the seniority list at the site. The Employer shall add any new employees and delete those whose employment is terminated.
- f) Any employee wishing to protest seniority must do so within thirty (30) calendar days of the posting of the seniority lists.
- g) Part-time seniority shall not be credited towards full-time seniority.
- h) **Probation:** Due to the nature of the Employer's business, new employees will be required to serve a probationary period during which time the Employer will have the right to determine the suitability of the employee for continued employment. The employee will be required to successfully complete Screening Officer training and obtain Level 3 CATSA Certification following which the Probationary Period will continue for up to seventy-five (75) calendar days. The Probationary Period will be extended by an equivalent number of calendar days of any absence by the employee.
- i) When full time Team Leader (TL) positions become available such positions will be filled from the available group of Assistant Team Leaders (ATL), in order of base seniority on a voluntary basis. Should there be no volunteers, the position will be filled in order of reverse seniority.

When there is a requirement for ATL's the employer will post these positions for not less than seven (7) days and accept applications from Screening Officers who have attained Level 3 CATSA certification and one (1) year of service with the Employer. The deadline date for acceptance of applications will be no less than ten (10) days (exclusive of Saturdays, Sundays and General Holidays) after the posting. Employees must pass the necessary testing and meet the required criteria in order to qualify for ATL positions. If an employee fails the required testing twice, they will be restricted from re-applying for an ATL position for a period of one (1) year.

When there are vacancies for Training Specialists (TSs) the Employer will post the vacancies for not less than seven (7) days and accept applications from the employees currently designated as TL's and ATL's. The deadline date for acceptance of applications will be no less than ten (10) days (exclusive of Saturdays, Sundays and General Holidays) after the posting. Such postings will include a description of responsibilities as well as skills and abilities required for the positions.

New TLs, ATLs and TSs will serve a ninety (90) calendar day trial period in their new position. During this period, if he/she proves to be unsatisfactory for the position, or if the employee wishes not to accept such position, he/she shall be returned to their previous classification.

Position	Qualification requirements	Length of Vacancy Notice	Response time limit	Trial Period	1st Fail option	2 nd Fail option
ATL	L3 + 1 year	Min. 7 calendar days	Min 10 days (Ex. Sa, Su, Gen Holidays)	90 calendar days	2 nd chance	Cannot reapply for 1 year
TL	L3.4 (L3.3, L3.2, L3.1) + 3 years	Min. 7 calendar days	Min 10 days (Ex. Sa, Su, Gen Holidays)	90 calendar days	2 nd chance	Cannot reapply for 1 year
TS	TL Status + L3.4 (L3.3, L3.2) + 3 years	Min 7 calendar days	Min 10 days (Ex. Sa, Su, Gen Holidays)	90 calendar days	2 nd chance	Cannot reapply for 1 year

- 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) calendar days. The deadline date for acceptance of applications will be no less than ten (10) days (exclusive of Saturdays, Sundays and General Holidays) 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 twice, said employee will be restricted from re-applying for the same training course for a period of one (1) year.

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

ARTICLE NO. 17- HOURS OF WORK

- a) The calendar week shall be from 12:01 a.m. Sunday to midnight the following Saturday.
- b) Full-time employees shall receive the maximum amount of scheduled hours up to forty (40) hours per week based on seniority. Shifts will be comprised of either eight (8) or ten (10) hours per day. The hours of work shall not be less than eight (8) hours per day. Every reasonable effort will be made to construct shifts with consecutive days off, and there will be at least two (2) consecutive days off in any shift schedule. All hours worked over the scheduled day or over forty (40) hours per week shall be paid at the applicable overtime rate.

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.

Shift Bid – At appropriate times, approximately two (2) times a year, the Employer will determine appropriate manpower and customer requirements. The Employer will work in conjunction with a Union shift committee to build a schedule that meets these requirements. Shift schedules will be posted for seven (7) calendar days, after which a shift bid will be held. Seniority by classification will prevail for purpose of bidding. The new shifts will be implemented on the second Sunday, but not less than fourteen (14) calendar days, following the end of the shift bid.

Bidding Process : All employees who are available for full time work will bid, in order of seniority, on all available full time shifts. Employees who bid on full time shifts will work the full time shift. (No shift adjustments).

Employees, who are not available for full time shifts or are unable to hold a full time shift, will be allowed to build, in order of seniority, a schedule from the remaining available shifts and part time shifts, up to a maximum of thirty-one (31) hours per week, but no less than twenty (20) hours per week.

Shift schedules will contain a sub schedule designated as “Relief” to cover absences and vacancies from the operating shift schedule. Relief schedules will be built as far in advance as possible, in accordance with the following:

- Employees working a relief schedule may have their shifts altered with seven (7) calendar days’ notice to cover changing absences;
 - Employees working relief schedules shall be full-time employees, and the number of relief shifts in any bid will not exceed the total vacation liability as calculated in Article 14 m) plus any known long term absences mutually agreed by the joint shift committee at the time of the bid;
 - Relief schedules will contain consistent start times and daily hours worked within each work week of the relief schedule, to the same extent of the shift schedule for which the relief is being provided;
 - An employee working a relief schedule will not be scheduled to work more than seven (7) consecutive days, regardless of the calendar week and forty (40) hour maximum;
 - When scheduling relief employees or making adjustments thereto, where possible, every reasonable effort will be made to respect the employees’ and shift / starting time preferences;
 - Unless otherwise provided for herein, all Articles of this Agreement shall apply to relief positions.
- c) For full time employees, all time on the first day worked during days off shall be at time and one-half (1 ½) rates of pay, and all time on a subsequent second or third consecutive day off shall be at double time rates of pay. The Employer will offer overtime shifts to employees on their first day off, in order of seniority, prior to offering overtime shifts to employees on their second or third consecutive day off.
- d) Any employee called out after his/her working day has been completed shall be paid a minimum of four (4) hours pay at the applicable overtime rate of pay. 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.
- e) When an employee is called to work on one of his/her days off, he/she shall receive a minimum of four (4) hours pay at the applicable overtime rate of pay. Should the employee volunteer to leave early, he/she will be paid only for the time worked.

- f) Employees will be given eight (8) hours free from duty on any shift change, and where an employee has his/her shift changed and he/she receives less than the eight (8) hours free from duty, he/she will receive overtime at the overtime rate shown herein for each fifteen (15) minutes unit that he/she is short of his/her eight (8) hours.
- g) All employees may be required to work overtime, all of which shall be voluntary, and awarded in order of seniority and qualifications. No employee will be allowed to sign up for, or work, overtime shifts while on vacation
- h) When a full time Team Leader volunteers and accepts overtime duties, that TL will report as a Level 3 Screening Officer for that shift and will act only at that rank unless operational requirements dictates otherwise (e.g. TL). This applies only after scheduled personnel of that qualification have been fully utilized.
- i) When an employee meets with an accident at work which hampers him/her from the normal performance of duties, he/she shall be paid a full days wages for the day of the accident.
- j) Any employee working three (3) hours of overtime beyond their regular shift will receive a meal credit with a value of fifteen dollars (\$15.00) provided by the Employer.
- k) Employees who have incurred sick book offs (either paid or unpaid), no call/no shows, arrive for work late or leave early, during a pay cycle, will not receive overtime pay on any extra shifts until such times as they exceed the 'make up' of the time missed from their regular shifts. Bereavement Leave, Paternity Leave, or Vacation, including day in lieu for a Statutory Holiday falling during the employee's vacation, will be counted as regular scheduled hours worked.

ARTICLE NO. 18 - PERMANENT PART-TIME EMPLOYEES

- a) Permanent part-time employees shall be offered, in seniority order, all available part-time work. Permanent part-time employees shall work no less than twenty (20) scheduled hours per week, and no more than thirty-one (31) scheduled hours per week, except during periods of training.
- b) A part-time shift can be established where there is not sufficient work to establish a full-time shift.
- c) Unless otherwise specified, all Articles contained in this Agreement shall apply to permanent part-time employees. Part-time employees must complete forty (40) hours per week prior to qualifying for overtime. Operational overtime will paid accordingly.
- d) **Bidding Process** - Bidding on work schedules shall be based on seniority within the Permanent Part-time classification. The Employer shall post the Permanent Part-time work schedules as required and shall be open for bidding for seven (7) days, during which time the employees shall submit their preference in writing. The Employer shall post the final schedule for seven (7) days prior to implementation date.
- e) Additional full time positions will be posted as they become available and will be awarded to part time employees in order of seniority.
- f) The Employer will offer the opportunity to Full-time employees to move to Part-time prior to offering work to new employees. Base seniority will be the deciding factor as to who would move to Part-time should positions become available. Should Full-time employees chose to go to Part-time; they will maintain their overall seniority for vacation.

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

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

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

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

- g) Additional shifts will first be offered to Permanent Part-time with less than thirty-one (31) hours. Should the Employer not be able to fill the shift, then it will be offered to On-Call Casual employees. If still unable to fill the additional shift, it then will be offered to Full-time employees as overtime. Should the shift not be filled, then it would revert to Permanent Part-time as overtime.

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 employee 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 and not less than sixteen (16) hours per month to maintain CATSA certification.

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
4. Article No. 24 - Pension Plan

- f) At no time shall On Call Casual employees exceed fifteen percent (15%) of the full time staffing levels.

ARTICLE NO. 20 - BONDING

- a) If at any time the Employer requires any employee hereunder to be bonded, it is agreed that the Employer shall then request the employee to fill in an application to a recognized bonding firm, selected by the Employer. Where any competent authority requires employees to be bonded, it shall be a condition of employment that the employees qualify for and obtain a bond.

- b) All employees must be able to acquire and maintain a valid Transport Canada Security Clearance at all times while in the employ of the Employer. If an employee does not, or is unable to possess a valid Transport Canada Security Clearance for any reason, such as but not limited to, expiration, suspension or revocation, the Employer will not be held responsible for any lost wages as a result. The employee will be responsible for any and all costs resulting for the replacement of any previously issued airport identification card issued by the respective airport authority.

The Employer agrees to issue one (1) written notice to the employee not less than four (4) months in advance of expiration of the TC Security Clearance.

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

- c) 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.
- d) New employees will be responsible for all expenses related to obtaining the first TC Security Clearance. The Employer will reimburse employees for approved expenses related to the renewal of TC Security Clearances. Approved expenses are fingerprinting, passport photos and criminal background checks.

ARTICLE NO. 21 - EMPLOYER SEARCHES

- a) The Employer will not require employees represented by General Teamsters Local Union No. 362 to participate in searches of the Employer's equipment, property or premises in the event of a bomb threat. This understanding does not preclude the voluntary participation by the employee in such searches, however the Employer shall inform the employees that a bomb threat has been reported prior to requesting the employees to search or service the Employer's equipment, property, or premises. In the Employer staff room, employees will be required to identify staff property. Property not identified as belonging to the staff may be destroyed by police as the necessity arises.

ARTICLE NO. 22 - HEALTH and WELFARE PLAN

- a) The Employer shall provide the Prairie Teamsters Health and Welfare Plan, excluding Long Term and Short Term Disability coverage, to all Full-time and Part-time employees, members of the Union, and eligible dependants coming under the jurisdiction of this Agreement. The Employer shall provide the complete Prairie Teamsters Health and Welfare Plan, including Long Term and Short Term Disability coverage, to all Full-time employees who have attained Level 3 CATSA Certification and have completed three years of service.
- b) Any Full-time or Permanent Part-time employee, member of the Union, who is hired by the Employer after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following ninety (90) calendar days from the date of employment with the Employer.
- c) It will be the responsibility of the Employer to ensure that all employees are enrolled in the Health and Welfare Plan and to make premium remittances on their behalf. Failure of the Employer to enroll employees, forward completed forms and/or remit premiums to the trustees, by no later than the twentieth (20th) day of each month, will cause the Employer to be liable for the claim arising thereof.
- d) It shall be the Union's responsibility to supply all necessary enrollment forms to the Employer.
- e) The Employer shall remit the premiums to the Administrator as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees' responsibility, after receipt of the premiums, to distribute same to the applicable insurance underwriters.
- f) The cost of the Health and Welfare Plan will be paid for by the Company, for full-time employees.

The cost of the Plan, excluding Short Term and Long Term Disability coverage, will be two hundred and seventy-two dollars and thirty-eight cents (\$272.38) per employee, per month, of which two hundred and thirty-two dollars and thirty-eight cents (\$232.38) will be paid by the Employer.

In the month following advice of ratification of this Agreement, the Employer portion will be increased to two hundred and forty-two dollars and thirty-eight cents (\$242.38)

The cost of the complete plan shall be three hundred and thirty dollars (\$330.00) per employee, per month of which two hundred and ninety dollars (\$290.00) will be paid by the Employer.

In the month following advice of ratification of this Agreement, the Employer portion will be increased to three hundred dollars (\$300.00).

The cost of the complete plan shall be two hundred and eighty-five dollars (\$285.00) per employee, per month. Permanent part-time employees will have the same coverage, however will share the cost of the Plan on a seventy percent (70%) Employer - thirty percent (30%) employee basis. Permanent Part time employees will not be entitled to Short term and Long term disability coverage.

The Employer will be responsible for a maximum five dollars (\$5.00) increase per employee, per month, per year, every January 1st for the term of this Agreement.

- g) The Employer will continue to cover employees who are off ill, or on Compensation, for a maximum of three (3) months from date of illness or injury.

After three (3) months, the Employer shall continue to pay their Health and Welfare premiums so that the employee shall be protected to the utmost, provided:

- The employee reimburses the Employer for such contributions and is at no time more than three (3) months in arrears.
- When the employee returns to work, the Employer shall deduct from their earnings any monies the Employer has paid out in respect to their contributions.
- In the event an employee does not return to work and the employee refuses or neglects on demand at their last known address to make restitution for such monies paid out, the Union shall then reimburse the Employer for said amount.

- h) The Employer will pay or all Doctors notes related to WCB or functional capacity, and when directed to the Company Doctor. The Employer will not pay for the initial medical exam required by Transport Canada. The Employer will not pay for Doctor's notes related to absenteeism. Such requests for Doctors notes will not be made unreasonably.

- i) Alberta Health and Wellness coverage will be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employee, for all full-time employees who have reached Level 3 CATSA Certification, and have completed three (3) years of service.

- j) Full-time employees who have attained Level 3 CATSA Certification will accrue paid sick days on a quarterly basis of six (6) days/forty-eight (48) hours per year. Unused sick days will be paid out on the second (2nd) pay period of April (calculated as of March 31st) of each year provided an employee maintains a minimum of forty (40) hours in their sick bank.

- k) The Employer will reimburse up to fifteen dollars (\$15.00) each per year for a flu shot and Hepatitis B vaccinations, upon presentation of a receipt.

ARTICLE NO. 23 – HEALTH AND SAFETY

- a) The Employer and the Union recognize the right of employees to work in a harassment free environment and are committed to providing a workplace that is supportive of the dignity, self-esteem and contribution of all employees.

Workplace harassment is conduct that is unwanted or unwelcome and unnecessary and is known or ought reasonably to be known to be unwelcome, and that can be related to any of the grounds of discrimination prohibited by law, the Collective Agreement and/or Company Policy.

- Discrimination/Harassment Prohibited
The Employer and the Union agree that discrimination and/or harassment of any employee because of sex, colour, national origin, religion, age, marital status, sexual orientation or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment based on any of the above categories. Action contravening this may constitute grounds for discipline up to and including termination.
- Sexual Harassment
Sexual harassment means any deliberate and/or repeated, unwelcome behavior, comment, gesture or contact of a sexual nature that might, on reasonable grounds, be perceived by that employee as creating an uncomfortable working environment, or placing a condition of a sexual nature on employment or any opportunity for training or promotion.
- Bullying
Bullying is usually seen as acts or verbal comments that could 'mentally' hurt or isolate a person in the workplace. Sometimes, bullying can involve negative physical contact as well. Bullying usually involves repeated incidents or a pattern of behavior that is intended to intimidate, offend, degrade or humiliate a particular person or group of people. It has also been described as the assertion of power through aggression. Unlikely to involve physical violence, it usually takes the form of psychological abuse. Often, verbal and strategic insults are intended to prevent targets from being successful in their job.

b) **Complaint Procedure**

Any complaint involving allegations of discrimination or harassment, as defined in Article 22 (a) may be reported in confidence directly to the Site Manager or the Union. The complainant will fill out the harassment complaint form. Once a complaint(s) is brought forward, both the Employer and the Union must be made aware of the complaint in writing. A Union representative will be present while the complaint is investigated in a fair and impartial manner that protects the privacy interest of all involved – the accused offender as well and the complainant. The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures. The individual accused of harassment has the right to know and respond to all allegations. The Employer will take actions it considers appropriate to resolve the complaint.

- c) The Employer and the Union realize the benefits derived from adherence to the appropriate federal Canadian Centre for Occupational Health and Safety Regulations (CCOHS) policies, practices and procedures, all of which promote and maintain a safe and healthy workplace.

The Employer will make reasonable provisions for the safety and health of its employees during the hours they are actively at work.

The Union will co-operate to promote adherence to the appropriate federal regulations, policies, practices and procedures.

A Health and Safety Committee shall be established in accordance with the federal regulations including :

- i. Not fewer than two (2) regular members, employed at the operation and experienced in the types of work carried on at the operation, and
- ii. Membership chosen by and representing the members and the Employer. In no case shall the Employer's representatives outnumber those of the members, and
- iii. A Chairman and Secretary elected from and by the members of the committee. Where the Chairman is an Employer member the Secretary shall be a Union member and vice versa.

d) **Reporting Unsafe Conditions**

Employees shall immediately report to their supervisor any equipment or conditions, which the employee has reasonable cause to believe, are unsafe. The Management shall immediately investigate the complaint and shall take steps deemed necessary to correct the unsafe condition. Any employee, at work, has the right to refuse dangerous work if they have reasonable cause to believe that :

- The use or operation of a machine or thing presents a danger to themselves or a co-worker; or
- A condition exists at work that presents a danger to them. In order for an employee to refuse dangerous work, the employee must follow the proper procedure as outlined in Part II of the Canada Labour Code.

e) 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 Members of any unsafe working conditions.

f) 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.

g) Each employee shall use or wear the equipment, materials and protective devices or clothing that the Employer requires to be worn or used.

h) 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 of his/her choice and provide the Employer with proof of same.

ARTICLE NO. 24 - PENSION PLAN

- a) The Employer will contribute the below amounts to the Prairie Teamsters Pension for all employees who completed the ninety (90) day probationary period as per Article 15 (i).

In the first pay period of the month following advice of ratification, eighty-five cents (\$0.85) per hour worked;

Effective March 19, 2017: Ninety-five cents (\$0.95) per hour worked and
 Effective April 1, 2018 : One dollar (\$1.00) per hour worked
 Effective March 31, 2019 : One dollar and five cents (\$1.05) per hour worked

- b) Contributions and remittances referred to above shall be remitted monthly, by the twentieth (20th) day of the month following the month to which they refer, together with a form supplied to the Employer by the Union, which will provide full instructions.
- c) Timely payment of contributions to the Trust Fund provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows
 1. The Union will advise the Employer in writing of any delinquency.
 2. If the Employer has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and Holidays, the Union may then request a meeting with the Employer to provide for payment of funds.
 3. In the case of failure of the Employer to contribute into the funds on the due date, the Trustees, in their joint names, may take legal action against the Employer for recovery of the amount due.

ARTICLE NO. 25 - WAGE RATES

April 26, 2016

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$19.85				
Level 2	\$21.01				
		\$22.19	\$22.60	\$23.02	\$23.42
TL Premium Rate	\$26.35				
Hours of Service		0 - 2080	2081 - 4160	4161 - 6240	6241+

March 19th, 2017

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$20.35				
Level 2	\$21.54				
		\$22.74	\$23.17	\$23.60	\$24.01
TL Premium Rate	\$27.01				
Hours of Service		0 - 2080	2081 - 4160	4161 - 6240	6241+

April 1st, 2018

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$20.86				
Level 2	\$22.08				
		\$23.31	\$23.75	\$24.19	\$24.61
TL Premium Rate	\$27.69				
Hours of Service		0 - 2080	2081 - 4160	4161 - 6240	6241+

March 31, 2019

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$21.38				
Level 2	\$22.63				
		\$23.89	\$24.34	\$24.79	\$25.23
TL Premium Rate	\$28.38				
Hours of Service		0 - 2080	2081 - 4160	4161 - 6240	6241+

The Team Leaders premium rate will be twelve point five percent (12.5%) above the Level 3.4 rate in effect at any time.

Assistant Team Leaders (ATLs) and Training Specialists (TSs) will receive the premium paid in increments of fifteen (15) minutes for time worked.

TL pay for time and one-half (1 ½) rates of pay or two times (2x) rates of pay will be calculated using the Level 3.4 rates in effect plus twelve point five percent (12.5%)

Local Employment Adjustment Premium (LEAP)

A Local Employment Adjustment Premium (LEAP), of five dollars and thirty-five cents (\$5.35) per hour will be paid to all full-time and part-time employees for all regularly scheduled hours worked, including annual vacation.

NOTE : For the purpose of the LEAP payment, annual vacation will be deemed to be the equivalent of forty (40) hours per week based on the earned vacation entitlement for full-time employees, and pro-rated entitlement based on regular scheduled hours worked for part-time employees.

ARTICLE NO. 26 - SEPARATION OF EMPLOYMENT

- a) If an employee is terminated, discharged, or resigns, he shall receive his final paycheque including all monies owing to him, subject to Article No. 8 (c) by his next regular payday.
- b) The Employer shall give a Record of Employment (ROE) Certificate to any employee who separates from employment of at least seven (7) days, for any reason, within seven (7) days of the last day worked or terminated.

- c) Where an employee has failed to surrender all necessary documents, uniforms (per CATSA policy) and materials issued to him/her by the Employer, in good condition notwithstanding normal wear and tear, the employer may require such employee to pay for any item(s) willfully destroyed, mutilated or not returned, any such costs will be deducted from the employee's final pay.

ARTICLE NO. 27 - INSPECTION PRIVILEGES

Authorized agents of the Union shall, after requesting permission which shall not be unduly denied by the Employer, have access to the establishment(s) where employees of the Employer are employed, during working hours, and for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however that there is no interruption of the working schedule.

ARTICLE NO. 28 - EXTRA SKILLS or REQUIREMENTS

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. 29 - PARKING ALLOWANCE

The Employer shall pay one hundred percent (100%) of the cost of staff parking for current employees at the Fort McMurray Airport in effect on April 26, 2016.

Employees hired after April 26, 2016, will contribute twenty percent (20%) to the cost of staff parking which will not be increased more than ten dollars (\$10.00) per employee during the life of this Agreement.

ARTICLE NO. 31 - SAVING CLAUSE

If any Articles of this Agreement or of any supplement hereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any Article should be restrained by such tribunal, pending a final determination as to its validity the remainder of this Agreement or of any supplement thereto, or the application of such Article to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restrained as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article No. 10 - Grievance Procedure, herein.

ARTICLE NO. 31 - COMPENSATION COVERAGE

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

ARTICLE NO. 32 - STRIKES and PICKET LINES

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

ARTICLE NO. 33 - TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

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

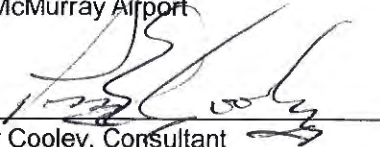
ARTICLE NO. 34 – MENTAL HEALTH AWARENESS

- a) The Employer agrees to participate in the promotion of mental health awareness of employees in the workplace.


SIGNED THIS 25 DAY OF May, 2016

ON BEHALF OF THE EMPLOYER:

GARDA Security Screening Inc.
Fort McMurray Airport



Percy Cooley, Consultant
Labour Relations



Gary Sandercock, General Manager
Prairie Region

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



David Frost, Business Agent



Jordan Madarash, Business Agent

LETTER OF UNDERSTANDING # 1

BETWEEN **GARDA SECURITY SCREENING INC.**
Fort McMurray Airport

AND: **GENERAL TEAMSTERS LOCAL UNION 362**

RE: **Shift Trade/Give Away Procedures**

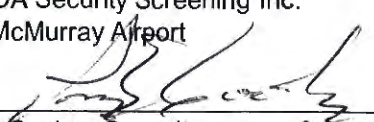
The Parties hereto agree to the following:

1. Shift Trades/Give Aways must be completed on the form supplied, legible and in full.
2. Shift Trades will be accepted up to seventy-two (72) hours prior to the start of the shift.
-Urgent exceptions may be approved on a case-by-case basis by CPMs.
3. Both parties must sign the shift trade form.
4. Both parties must ensure that the shift trade has been approved by an CPM.
5. Employees who give their shift away will NOT be eligible for overtime that day.
6. Shift Trades and Give Aways are paid at straight time and do not count towards maximum hours per day or forty (40) hours a week.
7. Overtime is only paid out on a shift trade or give away when you are requested to stay for additional hours by the Employer and the hours exceed the normal length of the shift you accepted to work.
8. Shift trades cannot be combined with other trades, i.e. no three-way or more trades.
9. An employee may not combine shift trades with their regular schedule if the combination exceeds more than seven (7) consecutive days without a day off.
10. Shift trades are intended to help employees have flexibility to deal with short-term schedule demands. Any employee will be allowed to Shift Trade or Give Away a maximum of twenty-five percent (25%) of their scheduled shifts in any eight (8) week period.
11. Failure to comply with the proper shift trade procedures may result in a loss of shift trade privileges for the employee concerned.


SIGNED THIS 25 DAY OF May 2016

ON BEHALF OF THE EMPLOYER:

GARDA Security Screening Inc.
Fort McMurray Airport



Percy Cooley, Consultant
Labour Relations



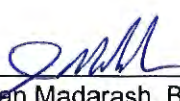
Gary Sandercock, General Manager
Prairie Region

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



David Frost, Business Agent



Jordan Madarash, Business Agent

LETTER OF UNDERSTANDING #2

BETWEEN **GARDA SECURITY SCREENING INC.**
Fort McMurray Airport

AND: **GENERAL TEAMSTERS LOCAL UNION 362**


RE : **Article 17 – Hours of Work and Overtime**

The Parties here to agree to the following :


- 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 endeavor to accomplish this on a volunteer basis in seniority order. If there are insufficient volunteers from the affected shifts the revised shifts will be assigned in reverse order of seniority. The Employer will provide a minimum of fourteen (14) calendar days' notice to the affected individuals.

SIGNED THIS 25 DAY OF May 2016

ON BEHALF OF THE EMPLOYER:
GARDA Security Screening Inc.
Fort McMurray Airport



Percy Cooley, Consultant
Labour Relations



Gary Sandercock, General Manager
Prairie Region

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



David Frost, Business Agent



Jordan Madarash, Business Agent

LETTER OF UNDERSTANDING # 3

BETWEEN **GARDA SECURITY SCREENING INC.**
Fort McMurray Airport

AND: **GENERAL TEAMSTERS LOCAL UNION 362**

RE: **Out of Town Work**

Should the Employer have an obvious need for support at another Alberta Airport represented by General Teamsters, Local Union No. 362, the Parties here to agree that Screening Officers covered by this agreement may travel out of town to provide said support as long as :

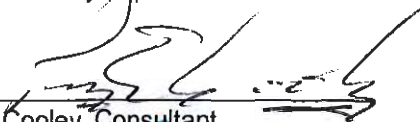
1. The General Manager, or designate, contacts the Local Union directly to discuss the need for support.
2. A notice of the need for support will be posted to all employees and the date for acceptance of applications will be no less than seven (7) calendar days after the date of posting.
3. The posting will include, but is not limited to, the following information.
 - a. Location of Airport
 - b. Expected dates of departure/return
 - c. Mode of transportation to and from the out of town airport.
 - d. Name, location and contact information of the hotel where the employees will stay for the duration of their time away from base.
 - e. Work/shift schedule that the employees will work.
4. As per Article 15 (b), seniority, subject to the particular employee being capable and having the appropriate CATSA Certification for any work which is to be done, shall be the governing factor for the selection of employees to work out of town.
5. Should the need for support be such that seven (7) days' notice cannot be provided, the Employer will offer out of town work to employees by way of a call out, in seniority order.
6. Per Diem in the amount of seventy-five dollars (\$75.00) per day will be paid to each employee inclusive of day of departure and the day of return to home base.
7. Should the employees be required to use their personal vehicle for travel, mileage in the amount of forty-six cents (\$0.46) per kilometer will be paid. Mileage will be based on the round trip distance from the Fort McMurray Airport to the out of town airport. Travel time will be paid as regular hours worked.
8. Should the hotel be a distance of more than ten (10) kilometers from the out of town airport and no transportation be provided by Employer, the same mileage outlined above will be paid and will be based on the round trip distance from the hotel to airport.
9. Per diems and Mileage will be paid by separate cheque on regular pay periods and will not be subject to deductions.

LETTER OF UNDERSTANDING # 3 (Continued)

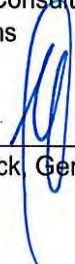
SIGNED THIS 25 DAY OF May 2016

ON BEHALF OF THE EMPLOYER:

GARDA Security Screening Inc.
Fort McMurray Airport



Percy Cooley, Consultant
Labour Relations



Gary Sandercock, General Manager
Prairie Region

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



David Frost, Business Agent



Jordan Madarash, Business Agent