

THIS AGREEMENT ENTERED INTO THE 2<sup>nd</sup> DAY OF APRIL, 2019

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**Garda Security Screening Inc.**  
Lloydminster Airport  
(Herein referred to as the "Employer")

**AND:**

**GENERAL TEAMSTERS, LOCAL UNION NO. 362**  
(hereinafter referred to as the "Union")

Effective date of ratification up to and including March 31, 2022

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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., located at the Lloydminster Airport engaged in the security screening of passengers and baggage, excluding Supervisors and those above the rank of Supervisor, as per CIRB Order 10244-U .
- b) This Agreement shall cover all employees, as defined in (a) above, employed by the Employer at the Lloydminster Airport.
- c) The Employer recognizes General Teamsters Local Union No. 362 as the exclusive representative for the purpose of collective bargaining for all employees in the classification of Screeners.
- d) The term "employee" as used in this Agreement, shall apply to any person performing work in any job that is covered by the Certificate and this Agreement. There shall only be two (2) categories under this Agreement, namely Screening Officers 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 training, to maintain required certifications, or in the event of unforeseen circumstances beyond the control of the Employer, providing it does not deprive bargaining unit members work.

No work which the employees perform, or can perform, shall be sub-contracted out in any manner.

- f) Definitions
  - 1. A Team Leader, including Assistant Team Leaders (ATLs), Training Specialists, Hold Baggage 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. 17 (c).
  - 3. A 'Permanent Part-time Employee' is an employee who holds a position on a continuous basis, in accordance with Article No. 18(a).
  - 4. 'Start Date' shall be the first day on payroll with the employer and 'Seniority Date' shall be the first day on payroll at the Lloydminster Airport.
- g) In all areas where the language in this Agreement refers to the male gender, such language shall also mean the female gender, and no discrimination between the sexes is intended or implied.

## **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, 2022 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 Union will supply the Employer with application forms for Union Membership and Dues Deduction. When new employees are hired, the Employer will have such new employees complete the required Union Application for Membership cards during their initial indoctrination process and forward same without delay to the Union Office.
- c) It is agreed that as a condition of employment, each employee must become, and remain, a member in good standing of the Union.

For the purpose of this Agreement, the sole definition of Membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union Dues, periodic assessments uniformly required of all Members in the Bargaining Unit, and/or other accessorial charges, as levied against him by the Union, and so indicated on the monthly Check-off List as provided by the Union to the Company.

## **ARTICLE NO. 4 - DEDUCTION of UNION DUES**

- a) The Employer must deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said Employees hereunder to the Union.

The Employer must deduct the monies from the first pay of an Employee each month, and remit such monies to the Secretary-Treasurer of the Union by means of cheque on or before the twentieth (20<sup>th</sup>) day of the following month in which the monies are deducted, together with one (1) copy of the Check-off list as above mentioned. (Note: for the purpose of definition: "Check-off List" is the updated Union's Pre-Billing statement as indicated below).

The Employer must, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all monthly dues submitted for Members along with current address, postal code, date of hire and Social Insurance Number.

The Monthly Check-off List will reference any;

- New Members to be listed in alphabetical order with current address, postal code, date of hire and Social Insurance Number;
  - Terminations or resignations are to be clearly identified with current address, postal code, Social Insurance Number and date of termination or resignation;
  - Any current address change to be updated as well as name changes (i.e. marriage).
  - If an Employee works anytime during a month, the Employer assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the Local Union. Probationary Employees included.
- 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 commence deductions of the Initiation Fee from the employee in the first calendar month following the calendar month in which the employee was employed. 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) 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.
- d) 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 just cause and consistent with the current Collective Agreement.
- b) The Union recognizes the exclusive right of the Employer to manage and direct the Employer's business in all respects in accordance with its commitments, and to alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement. A copy of all rules and regulations shall be given to the Union and to the employees. The employee shall sign a confirmation that a copy of the Employer's rules and regulations was received, and that their meaning is understood. The Employer will post notices of changes to the rules and regulations at least seven (7) days prior to implementation and will notify the Union Stewards at least forty-eight (48) hours in advance of posting notices.

Whenever possible, all rules and procedures are to be detailed in writing.

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

- a) The Employer shall allow time off work, without pay, to any employee who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business. No employee who acts within the scope of this clause shall lose their job or be discriminated against for so acting.
- b) During an authorized, unpaid Leave of Absence, an employee shall maintain and accrue seniority.

- c) When the requirements of the Employer's service will permit, any employee hereunder upon written application to the Employer with a copy to the Union, may if approved by the Employer be granted an unpaid Leave of Absence in writing with a copy to the Union, for a period of up to thirty (30) calendar days. Under such unpaid Leave, the employee shall retain and accrue seniority only. Such requests for Leave of Absence shall not be unreasonably denied.
- 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 (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.
- 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 whom the employee 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 a seven hundred kilometers (700 kms) radius of the employee's normal work location. Proof of death may be required, if requested by management. The Employer will not require any person already on bereavement leave to report for work during the bereavement period. If an employee is notified of a death in his immediate family while working, he/she shall be relieved from duty and paid for the balance of his/her shift.

In the event of the death of a family member not covered above the affected employee shall be granted up to four (4) consecutive days Leave of Absence without pay.

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

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

- m) **Maternity & Parental Leave** - shall be as defined and outlined in the Canada Labour Code. The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which she intends to commence the Leave and the expected date of return, and a certificate of a qualified medical practitioner stating that she is pregnant. Where an employee intends to resume 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 the employee to their 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 cancellation, and without undo inconvenience to normal operations.

#### **ARTICLE NO. 7 - SHOP STEWARDS**

- a) The Union shall appoint or elect Shop Stewards from 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.
- c) Shop Stewards will suffer no loss of regular pay when processing grievances under Steps 1 and 2 of the Grievance Procedure.
- d) The Employer will notify the Union prior to the discipline or dismissal of any Shop Steward.



- e) One Shop Steward will be allotted one (1) hour of paid time to meet with new members to familiarize and introduce them to the Collective Agreement. This Orientation will occur after the company's Orientation Class and Testing has been completed.

**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 as in the CATSA SOP. For Winter Bridge and Ramp duties, Screening Officers will be allowed up to twenty (20) minutes to obtain their own winter wear prior to reporting for duty. Employees will be permitted to wear their own clothing limited to and provided it meets the following conditions:

- Boots – must be black and polish-able
- Gloves – must be either solid navy blue or solid black in colour
- Toques – must be either solid navy blue 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.

- c) Upon termination of employment, the employee is required to return all pieces of the uniform which bear an external logo. The cost of uniform items not returned will be subject to Article 26 (a).
- d) Employees shall be issued with uniforms having a reasonable fit. An employee who at any time feels that his 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.

**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 Employer's designated Manager. 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) working days;
All others	- fifteen (15) working 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 or designate and a Shop Steward or Local Union Representative. Except by mutual agreement between the Union and the Employer providing for an extension of time, Step 2 must be completed within ten (10) days (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 1.

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

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

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

**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) 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) 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.

- 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 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 (2) categories: Attendance related and Work Performance related.

#### **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 (1½x) or double (2x) time, the rate of wages applicable, pension contributions, grievance settlements, and all deductions made from the gross amount of wages.
- c) Payment of wages will be made by direct deposit to the employee's bank account.
- d) Any error in payroll by the Employer, of seventy-five dollars (\$75.00) or more, shall be paid to the employee within five 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. Errors in calculation or payment of the travel allowance as described herein will be considered an error in payroll calculation.

- e) Should an employee be overpaid, the employee shall have the option to pay back the overpayment or the employee and the Employer will mutually agree on a reimbursement plan.

**ARTICLE NO. 14 - ANNUAL VACATION**

- a) Vacation 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 existing employees who were on payroll as of April 1st, 2012, 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) New 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) New 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 31st 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 ten (10) 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.  
  
Effective with the 2015 vacation year, 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) Effective with the 2015 vacation year, 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 schedule 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 with pay at the end of their vacation period, in lieu of said General Holiday.
- l) Vacation will be granted in order of seniority provided the employee advises the employer with fourteen (14) days written notice of their intention to take vacation.

- m) The maximum number of employees on vacation at any given time will be determined as follows:
  - The total number of weeks' vacation liability divided by fifty-two (52) weeks, plus a ten percent (10%) variance to the next nearest whole number.
  - The additional variance weeks will be distributed on a mutually agreed basis
- n) Annual vacation will be taken within the period of January 1<sup>st</sup> to December 31<sup>st</sup> of each year.
- 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.
- 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 preceding the commencement of the vacation, with thirty (30) days 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.

**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	Good Friday	Victoria Day
Canada Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Family Day
Boxing Day	Civic Day	
- b) Each full-time employee shall be paid eight (8) hours pay for each such Holiday, following the first thirty (30) days of employment, which is calculated from the first day on payroll.
- 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 scheduled shift - time and one half (1 ½ x) their regular rate.
  2. All hours in excess of their scheduled shift - double (2x) their regular rate.

- e) In the event that a work shift overlaps the beginning or the end of a General Holiday, the criteria shall be that all hours actually worked on the General Holiday, between 12:01 and 12:00 midnight, shall be considered as worked on a General Holiday for each individual employee.
- f) 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) For the purpose of this Agreement, the Employer will recognize the existing seniority ranking and hours worked of the former Employer's employees for the purposes of wage rate and vacation.
- b) Strict seniority shall prevail at all times, subject to the particular employee(s) being capable for any work which is to be done. Seniority shall be based from the first day on payroll at the Lloydminster airport.
- c) Should two or more persons have the same start date, the seniority ranking for that group of employees shall be by random draw.
- d) Any employee promoted to any position outside the bargaining unit, and at a later date proves to be unsatisfactory for any such position, or there is a reduction in staff of the department, or if the employee wishes not to accept such position, may be reinstated to his 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 Employers' 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 CASTA 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.

**ARTICLE NO. 17 - HOURS OF WORK**

- a) The calendar week shall be from 12:01 a.m. Sunday to midnight the following Saturday.
- b) Work schedules will be developed to meet operational requirements based on the airline flight schedules at the Lloydminster Airport.

- c) It is understood and agreed that full-time employees will be paid forty (40) hours per week consisting of regular worked hours and/or split shift premium as described below.  
  
A maximum of one (1) split shift will be scheduled per day. Each employee who reports for both ends of the split shift shall receive an additional one (1) hour's pay per day, at the applicable wage rate. The split shift premium does not count as hours worked.
- d) Any employee who reports to work on a normal work day, on the call of the Employer, and who does not commence his shift, shall be paid four (4) hours pay at the applicable rate of pay.
- e) Employees may be required to work overtime on their regular scheduled days off, all of which shall be voluntary. No employee will be allowed to sign up for or work overtime shifts while on vacation.
- f) When an employee is called to work on one of his regular days off, he shall receive a minimum of four (4) hours pay at the applicable overtime rate of pay. For all full-time employees, all time worked on the first day worked during days off shall be at time and one-half (1 ½) rates of pay, and all time worked on a subsequent second or third consecutive day off, shall be at double (2) time rates of pay. This is based on completing a regular work week.
- g) Any employee called out after his/her working day has been completed shall be paid a minimum of four (4) hours pay at the applicable overtime rate of pay.
- h) 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.
- i) If an employee volunteers to leave early when working overtime on his/her day off, he/she will be paid only for the time worked. The employee must work at least four (4) hours on said shift.
- j) 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.
- k) The Employer agrees to allow employees to arrange shift work by mutual agreement between all employees, provided there is no conflict with the hours of work as set out herein. The Management Team has seventy-two (72) hours to authorize or deny the shift request (s) and respond to the affected employee(s).
- l) Overtime beyond the end of an employee's regular shift is considered operational overtime.
- m) Any employee working three (3) hours overtime beyond their regular shift will receive a meal credit with a value of fifteen dollars (\$15.00) provided by the Employer.

**ARTICLE NO. 18 - PERMANENT PART-TIME EMPLOYEES**

- a) Permanent part-time employees shall be offered, in seniority order, all available part-time work. Permanent part-time employees shall work no more than thirty (30) 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. No part-time shift may be scheduled to commence until one (1) hour after the completion of a prior part-time shift.
- c) Unless otherwise specified, all Articles contained in this Agreement shall apply to permanent part-time employees.

- d) Based on seniority, Permanent Part-time employee will be offered Full-time positions as they become available.
- e) It is understood and agreed that permanent part-time employees will have scheduled part-time shifts consisting of a minimum guarantee of not less than four (4) consecutive hours per shift.

#### **ARTICLE NO. 19 – LAY-OFF AND RECALL**

- a) The Employer shall notify the Union of its intention to lay off employees with as much notice as possible prior to any lay-off, and will meet with the Union to discuss possible mitigation of the surplus.
- b) Affected employees will be laid off in reverse order of seniority as defined in Article 16 (b).
- c) The Employer shall notify the Union of its intention to lay off employees with as much notice as possible prior to any lay-off, and will meet with the Union to discuss possible mitigation of the surplus.
- d) Affected employees shall receive at least fourteen (14) calendar days written notice of lay off.
- e) Employee laid-off will remain on the seniority list and eligible for recall for a period of twelve (12) months. If after twelve (12) months the employee has not been recalled, his name will be permanently removed from the seniority list. The employee is responsible to ensure the Employer is kept notified of any change of contact information during lay off.
- f) Recall of employees from lay off shall be in order of seniority.
- g) Recall may be confirmed by personal contact or by Registered Mail to the address last filed by the employee with the employer.
- h) An employee must respond to a Notice of Recall within seven (7) calendar days and must be available to report for work no later than fourteen (14) calendar days following notification.
- i) If an employee fails to respond to a Notice of Recall within seven (7) calendar days, he shall be deemed to have resigned and his name will be permanently removed from the seniority list.
- j) The Employer will copy the Union on all correspondence to employees regarding lay off and recall.

#### **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.

#### **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 (3) calendar 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 enrol employees, forward completed forms and/or remit premiums to the trustees, by no later than the twentieth (20<sup>th</sup>) day of each month, will cause the Employer to be liable for the claim arising thereof.
- d) It shall be the Union's responsibility to supply all necessary enrolment forms to the Employer.
- e) The Employer shall remit the premiums to the Administrator as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees' responsibility, after receipt of the premiums, to distribute same to the applicable insurance underwriters.
- f) The Cost of the Health and Welfare Plan will be paid for by the Employer for full time employees. The cost of the Plan, excluding Short Term and Long Term Disability coverage, will be three hundred and twelve dollars and thirty eight cents (\$312.38) per employee per month, of which two hundred and sixty-two dollars and thirty eight cents (\$262.38) will be paid by the Employer.

The cost of the complete Plan shall be three hundred and seventy dollars (\$370.00) per employee per month of which three hundred and fifteen dollars (\$315.00) will be paid by the Employer.

All 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.

- g) The Employer will be responsible for a maximum five dollars (\$5.00) increase per employee, per month, per year, every January 1<sup>st</sup>, for the term of this Agreement.
  - In January 2020, the Employer will pay \$320.00
  - In January 2021, the Employer will pay \$325.00
  - In January 2022, the Employer will pay \$330.00
- h) 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.
- i) The Employer will pay for all Doctors notes related to WCB or functional capacity, and when directed to the Employer's Doctor. The Employer will not pay for the initial medical exam required by Transport Canada or for Doctor's notes related to absenteeism. Doctors' notes will only be requested for absences consisting of three (3) consecutive days or longer.
- j) Full time employees who have attained Level 3 CATSA Certification, and completed one (1) calendar year of service, will accrue Sick Days based upon two point three percent (2.3%) of an employee's regular hours worked, or six (6) days. Unused sick days will be paid out on March 31<sup>st</sup> of each year provided an employee maintains a minimum of forty (40) hours in their Sick Bank.

**ARTICLE NO. 23 - WAGE RATES**

Monetary increases for lvl 3.4 employees shall be calculated as follows:

2019: 1.75% increase = \$0.43

2020: 1.75% increase = \$0.43

2021: 2.00% increase = \$0.50

- Upon date of ratification, based on the increases calculated above, wages for lvl 3.4 employees will be increased by \$0.23, with the remaining amounts to be included in the pension contribution as defined in Article No. 24.
- March 2020, based on the increases calculated above, wages for lvl 3.4 employees will be increased by \$0.23, with the remaining amounts to be included in the pension contribution as defined at Article No. 24.
- March 2021, based on the increases calculated above, wages for lvl 3.4 employees will be increased by \$0.25, with the remaining amounts to be included in the pension contribution as defined at Article No. 24.

It is understood that wages for employees that have not yet reached lvl 3.4 will be increased in similar proportions.

Date of Ratification

<b>Screening Officer</b>		<b>Level 3.1</b>	<b>Level 3.2</b>	<b>Level 3.3</b>	<b>Level 3.4</b>
<b>Level 1</b>	\$20.90				
<b>Level 2</b>	\$22.15				
		\$23.41	\$23.83	\$24.28	\$24.70
<b>TL Premium Rate</b>	\$27.82				
<b>Hours of Service</b>		<b>0 – 2080</b>	<b>2081 - 4160</b>	<b>4161 - 6240</b>	<b>6241+</b>

March 19, 2020

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$21.07				
Level 2	\$22.34				
		\$23.62	\$24.05	\$24.51	\$24.93
TL Premium Rate	\$28.05				
Hours of Service		0 – 2080	2081 - 4160	4161 - 6240	6241+

April 1, 2021

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$21.24				
Level 2	\$22.54				
		\$23.84	\$24.28	\$24.75	\$25.18
TL Premium Rate	\$28.33				
Hours of Service		0 – 2080	2081 - 4160	4161 - 6240	6241+

The Team Leader premium rate will be twelve point five percent (12.5%) above the Level 3.4 rate in effect at any time for all hours worked as a Team Leader. Assistant Team Leaders (ATLs) will receive the premium paid in increments of thirty (30) minutes for time worked as a Team Leader.

#### ARTICLE NO. 24 - PENSION PLAN

- a) Effective April 1, 2019, the Employer will contribute one dollar and twenty-one cents (\$1.21) per hour for each hour worked for all employees who have attained a Level 3 CATSA Certification.
- Effective April 1, 2020, the Employer will contribute one dollar and forty-one cents (\$1.41) per hour for each hour worked for all employees who have attained a Level 3 CATSA Certification.
- Effective April 1, 2021, the Employer will contribute one dollar and sixty-six cents (\$1.66) per hour for each hour worked for all employees who have attained a Level 3 CATSA Certification.
- 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 - SEPARATION OF EMPLOYMENT**

- a) If an employee is terminated, discharged, or resigns, he shall receive his final pay cheque 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) calendar days, for any reason, within seven (7) calendar days of the last day worked or terminated.
- c) This Article shall not apply where an employee has failed to surrender all necessary documents, uniforms (per CATSA policy) and material(s) issued to him/her by the Employer, in good condition notwithstanding normal wear and tear. In such event, the Employer may require such employee to pay for any item wilfully destroyed, mutilated or not returned before final payment of salary is made, subject to the Canada Labour Code.

#### **ARTICLE NO. 26 - INSPECTION PRIVILEGES**

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

#### **ARTICLE NO. 27 - RE-CERTIFICATION EVALUATIONS, EXTRA SKILLS or REQUIREMENTS**

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

#### **ARTICLE NO. 28 - PARKING ALLOWANCE**

- a) In the event the Lloydminster Airport Authority introduces a charge for employee parking at the airport, the Employer shall pay one hundred percent (100%) of the cost for employees with a Company Service Date prior to January 1, 2020 and fifty percent (50%) of the cost for employees with a Company Service Date of January 1, 2020 or later.

#### **ARTICLE NO. 29 - SAVING CLAUSE**

- a) If any Articles of this Agreement or of any supplement hereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any Article should be restrained by such tribunal, pending a final determination as to its validity the remainder of this Agreement or of any supplement thereto, or the application of such Article to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restrained as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article No. 11 - Grievance Procedure, herein.

**ARTICLE NO. 30 - COMPENSATION COVERAGE**

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

**ARTICLE NO. 31 - STRIKES and PICKET LINES**

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

**ARTICLE NO. 32 – TECHNOLOGICAL CHANGE**

- a) The Employer shall notify the Union at least one (1) month in advance of any technological change that would affect the terms and conditions or security of employment of employees.
- b) In the event the technological change will have a negative impact on employment levels, the Employer will meet with the Union without delay with a view to exploring ways to mitigate the impact of the technological change on affected employees. If no agreement can be reached, this will be subject to the grievance procedure outlined in Article 11.

**ARTICLE NO. 33 – LAWSUITS**

- a) The Employer will provide, at no cost to the employee, the services of a lawyer in the event of a legal pursuit where the Employer is satisfied that the pursuit results from legal actions taken by the employee in the regular course of his/her functions, and proper practices and procedures were followed.

**ARTICLE NO. 34 – TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND**

The Teamsters Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters.

The Company shall make contributions of five cents (5¢) per hour for which wages are payable hereunder, for each employee covered by this Collective Agreement.

Payment of said funds shall be made to the Teamsters Union/Industry Advancement Fund, of the appropriate Teamsters Local, by the fifteenth (15<sup>th</sup>) of the month following that to which they refer.

This payment will be independent and separate from any other payment made to the Teamsters Union.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019

**ON BEHALF OF THE EMPLOYER:**

Garda Security Screening Inc.  
Lloydminster Airport

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362

\_\_\_\_\_  
Shawn Blakeney  
Regional Director, Prairie

\_\_\_\_\_  
Pei Vanden Brink, Business Agent

\_\_\_\_\_  
Julian Ramia, HR and Labour Relations

\_\_\_\_\_  
Lukas Eichel-Fominov, Business Agent

## LETTER OF UNDERSTANDING #1

**BETWEEN:** **GARDA SECURITY SCREENING INC.**  
**Lloydminster Airport, Alberta**  
(herein referred to as the Employer)

**AND:** **GENERAL TEAMSTERS LOCAL UNION 362**  
(herein referred to as the Union)

**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 so 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:
  - Location of Airport
  - Expected dates of departure/return
  - Mode of transportation to and from the out of town airport
  - Name, location and contact information of the hotel where the employees will stay for the duration of their time away from base
  - Work/shift schedule that the employees will work
4. As per Article 16 (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 Calgary International 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 #1 (Continued)**

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019

**ON BEHALF OF THE EMPLOYER:**

Garda Security Screening Inc.  
Lloydminster Airport

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362

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Shawn Blakeney  
Regional Director, Prairie

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Pei Vanden Brink, Business Agent

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Julian Ramia, HR and Labour Relations

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Lukas Eichel-Fominov, Business Agent



## LETTER OF UNDERSTANDING #2

**BETWEEN: GARDA SECURITY SCREENING INC.**  
**Lloydminster Airport, Alberta**  
(herein referred to as the Employer)

**AND: GENERAL TEAMSTERS LOCAL UNION 362**  
(herein referred to as the Union)

**RE: PRE CERT EMPLOYEES**

The Parties hereto agree to the following:

1. A Pre Cert Employee shall be defined as an employee who:
  - a. Is hired by the Employer with the intention of becoming a permanent employee and,
  - b. Does not perform inspection duties and has applied for, but does not yet possess, a valid RAIC/Security Clearance.
2. A Pre Cert Employee shall:
  - a. Be employed for a period of not more than one hundred and twenty (120) calendar days, pending an extension by the Company and,
  - b. Be removed from service and placed into the next available SOF Course once they receive a RAIC/Clearance.
3. A Pre Cert Employee will be assigned work schedules by the Company as follows:
  - a. The Company shall build and assign Part Time shift schedules to Pre Cert employees that have the same start times and no more hours than existing Permanent Part Time shifts.
  - b. Once a Pre Cert Employee vacates a shift line, that shift line will be removed from the shift plan.
  - c. Pre Cert employees will not be eligible for shift extensions.
4. Pre Cert Employees shall be held on a separate employee seniority list.
5. Pre Cert Employees shall be paid the Level 1 rate of pay.
6. The following clauses in the Collective Agreement do not apply to the Pre Cert Employees:
  - a. Article No. 14 – Vacations
  - b. Article No. 16 (a) – Seniority
  - c. Article No. 22 – Health and Welfare Plan
  - d. Article No. 23 – Pension Plan

**LETTER OF UNDERSTANDING #2 (Continued)**

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019

**ON BEHALF OF THE EMPLOYER:**

Garda Security Screening Inc.  
Lloydminster Airport

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362

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Shawn Blakeney  
Regional Director, Prairie

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Pei Vanden Brink, Business Agent

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Julian Ramia, HR and Labour Relations

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Lukas Eichel-Fominov, Business Agent