

COLLECTIVE AGREEMENT

BETWEEN

GARDA CANADA SECURITY CORPORATION
(herein referred to as the Employer)
Edmonton, AB

AND:

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

June 2, 2018 – May 31, 2021

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ARTICLE NO. 1 - BARGAINING AGENCY and DEFINITION

- a) The Employer recognizes General Teamsters, Local Union No. 362 as the exclusive representative for the purpose of collective bargaining, and grievances arising from the Agreement, of all employees of Garda Canada Security Corporation located at Edmonton International Airport and Edmonton City Centre Airport, excluding office and clerical staff, Security Operations Control Centre (SOCC) operators, Pass Control Office clerks, assistant site manager and manager and those above as per Certification Order No. 9012-U.
- b) This Agreement shall cover all employees, as defined in (a) above, employed by the employer at the Edmonton International and the Edmonton City Centre Airports.
- c) The Employer recognizes General Teamsters Local Union No. 362 as the exclusive representative for the purpose of collective bargaining for all employees in the classifications described in Article No. 1 (a).
- d) The term employee as used in this Agreement, shall apply to any person performing work in any job which is covered by the Certificate and this Agreement. Should any other category become necessary within the bargaining unit, and there is no classification or wage rate contained in this Agreement for the job category, then the Union and the Employer shall immediately negotiate a classification and wage rate for that category. Should the Parties fail to agree, the matter shall be referred to a neutral Arbitrator as provided for in this Agreement.
- e) All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union, as prescribed herein, or who are eligible to become members under Article No. 3 herein.

No work which the employees perform, or can perform, shall be sub-contracted out in any manner except in cases of emergency at the airport and providing that no bargaining unit member is deprived of the work.

f) Definitions

1. A Full-time Employee is an employee who holds a position on a continuous basis, in accordance with Article No. 16(b).
2. A Part-time employee is an employee who holds a position on a continuous basis in accordance with Article No. 17.
3. **An Ad-Hoc Employee is an employee who holds a position on an ~~continuous basis~~ ad-hoc basis and performs work to the EIA Main Contract or any other service contract,** in accordance with Article No. 18.
4. "Start Date" shall be the first (1st) day on payroll with the Employer, and "Seniority Date" shall be the first (1st) day on payroll at the Edmonton International Airport **within the specific seniority list, (i.e. Full-Time, Part-Time, Ad-Hoc), and the Edmonton City Centre Airport.**
5. **The following classifications will be recognized as a definition of the general scope of duties for each classification herein. Such definitions are not limited to those listed and may be changed at the discretion of the employer as a management right to define such duties and shall not replace the defined roles & responsibilities detailed in the SOP's, post orders & job postings supplied by the employer.**
 - a.5.i. **General Ranks: access control, security patrol functions, equipment operational checks, emergency response, customer service, other as directed.**
 - a.5.ii. **Guardhouse: airside access control, equipment operational checks, other as directed.**
 - a.5.iii. **Central Office: Access control admin, CCTV/alarm monitoring, general admin, equipment operational checks, emergency response, other as directed**

- a.5.iv. *Landside Rover: security patrol functions, equipment operational checks, emergency response, other as directed*
- a.5.v. *Groundside Supervisor: Supervise terminal staff, emergency & contingency response, security patrol functions & patrol management, equipment operational checks, customer service, other as directed*
- a.5.vi. *Escort Driver Apron (DA): airside security escort where AVOP is required, emergency response, other as directed*
- a.5.vii. *Airside Enforcement Officer (AEO): Primary Security Line (PSL) patrols, Airside Vehicle Operators Permit (AVOP) enforcement, landside patrols, equipment operational checks, emergency & contingency response, some supervision of staff, other as directed*
- a.5.viii. *Airside Team Leader (ATL): responsible charge position of all duty staff, emergency & contingency response, equipment operational checks, primary POC for airport stakeholders, other as directed*
- a.5.ix. *Airside Escort D: airside security escort where AVOP-D is required, emergency response, other as directed*

ARTICLE NO. 2 - DURATION OF AGREEMENT

- a) This Agreement shall be in full force and effect from and including ~~June 2, 2015~~ **June 1, 2018** up to and including ~~May 31, 2018~~ **May 31, 2021**, 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 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.~~

The Union will supply the Company with application forms for Union Membership and Dues Deduction. The Employer agrees that when it hires new Employees, the Employer will have such new Employees fill in the required Union Application for Membership cards prior to commencing work and mail same in to the Union office.

- 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.~~

It is agreed that as a condition of employment, each employee will 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.

- d) Any Employee of the Company, transferring into the Bargaining Unit will be deemed to be a new Employee for the purpose of seniority provisions contained within this Agreement. The Employees seniority date will be that of the first day worked within the bargaining unit.

ARTICLE NO. 4 - DEDUCTION of UNION DUES

- a) ~~The Employer shall, no later than the twentieth (20th) day of each month, remit to the Union a list containing the names of all employees who have left their employ since the previous 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.~~

The Employer will 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 will deduct the monies from the first pay of an Employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the twentieth (20th) 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 will, 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 employees 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 and pursuant to a Table for monthly deductions for each pay level to be provided by the Union to the employer, 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.~~

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.

ARTICLE NO. 5 - MANAGEMENT RIGHTS

- a) Unless expressly limited or addressed by this agreement, the employer retains the right to manage all aspect 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 non-classified 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 was understood.
- c) The Union recognizes that the operational needs and requirements of the Edmonton Airport Authority ***and other contracted companies*** (the Client) must be adhered to by the Employer and these needs may change from time to time.
- d) Whenever possible and practical, all rules and procedures are to be detailed in writing.

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

- a) The Employer shall allow time off work, without pay, to any employee who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business. No employee who acts within the scope of this clause shall lose their job or be discriminated against for so acting.
- b) During an authorized, unpaid Leave of Absence, an employee shall maintain and accumulate seniority.
- c) When the requirements of the Employer's service will permit and subject to Article 13 (m), any employee hereunder upon written application to the Employer with a copy to the Union ***Business Agent***, may if approved by the Employer be granted an unpaid Leave of Absence in writing with a copy to the Union, for a period of thirty (30) calendar days. Under such unpaid Leave, the employee shall retain and accrue seniority only.
- d) Such Leave may be extended for an additional period of thirty (30) calendar days, without pay, when approved by both the Employer and the Union, in writing, and seniority shall accrue during such extension.
- e) Any employee hereunder on an unpaid Leave of Absence engaged in gainful employment without prior written permission from both the Employer and the Union shall forfeit his/her seniority rights and his/her name will be stricken from the Seniority List, and he/she shall no longer be considered an employee of the Employer.

- f) No request for unpaid Compassionate Leave will be unduly withheld, however, an employee 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 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 twenty-one (21) days in advance, and the Employer must reply to the said Leave of Absence within seven (7) days of the request.
- i) When an employee suffers an injury or illness which requires his/her absence, they shall report the fact to the Employer as soon as possible, prior to their actual starting time, so that adequate replacement may be made if necessary. The reporting of such injury or illness should be made prior to starting times - a minimum of two (2) hours for day shifts, or four (4) hours for afternoon shifts. Repeated failure to comply may result in disciplinary action being taken by the Employer.
- j) Employees must keep the Employer notified of their correct address and phone number at all times.
- k) **Bereavement Leave** - In the case of death in the immediate family, (mother, father, husband, wife, children, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, and grandparents, common-law, step-children, step-parents, step-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 three (3) days Leave of Absence with pay. The Employer shall grant an additional leave-of-absence of seven (7) days without pay if the funeral occurs outside of a seven hundred kilometers (700 kms) radius of the employee's normal work location.

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

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

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

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

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

ARTICLE NO. 7 - SHOP STEWARDS

- a) The Union shall appoint or elect Shop Stewards from Regular Employees who have completed their probationary period and shall notify the Employer in writing of the appointment or election. The Employer shall only recognize such Shop Stewards when notified in writing by the Union, and shall not discriminate against them for lawful Union activity.
- b) The Union shall supply to Management on or about each January 1, a list of the employees acting as Shop Stewards. Such list will indicate the name of the employee and the location.
- c) Shop Stewards will suffer no loss of regular pay when processing grievances under **Steps 1 and 2** of the Grievance Procedure.
- d) The Employer will notify the Union prior to the discipline or dismissal of any Shop Steward.
- e) A representative of the Local Union, or Shop Steward, will have access to newly hired employees, for a period not to exceed thirty (30) minutes, during the regular hours of the post training process. Shop Stewards will suffer no loss of regular pay during this period.

ARTICLE NO. 8 - UNIFORMS and MISCELLANEOUS

- a) All uniforms, when supplied by the Employer, shall be without cost to the employee. Upon termination or resignation of employment, all uniform pieces, as described below and received, shall be returned to the Employer **clean and pressed**. Failure to return the described uniforms shall result in a deduction from the employee's final pay of up to four hundred and thirty dollars (\$430.00) depending on the equipment that has been issued, **and a forty dollar (\$40.00) penalty if the uniform requires cleaning.**
- b) Uniforms will be as described as:
 - 1. Two (2) pairs of pants
 - 2. Four (4) shirts
 - 3. One (1) Multi-Purposed Jacket-Parka
 - 4. Normal Cresting
 - 5. One (1) sweater
 - 6. One (1) Windbreaker

Other specialty items as may be required for specific posts such as but not limited to:

Yellow Reflective Jackets	<u>Winter Jackets/Coveralls</u>
Blazers or vests	<u>Hard hats</u>
Toques	<u>Ear protection</u>
Ball Caps	
T-shirts	

- c) Employees will be issued with uniforms having a reasonable fit. An employee who at any time feels that his/her uniform is not of a reasonable fit, shall bring this to the attention of Management, who will coordinate with the Uniform supplier ***for resolution. When approved by the Company, alterations will be paid by the Company.*** ~~or Company approved tailor for all required alterations. Employees will be reimbursed alteration costs upon presentation of receipt.~~
- d) Effective the date of ratification, after six (6) months of employment and upon presentation of receipt, the Employer will reimburse up to one hundred dollars (\$100.00) towards the purchase of approved footwear required for the Edmonton Airport sites. Reimbursement thereafter will be up to one hundred and fifty dollars (\$150.00) and shall occur every twelve (12) months from the first date of reimbursement, upon presentation of receipt.
- e) The Employer will provide a clean, safe, and adequate lunchroom for its employees. Each lunchroom will be equipped with tables, chairs and appliances (microwaves, fridges and automatic coffee makers etc.). Should any equipment or appliance require repair or replacement, the Employer will take necessary action within three (3) business days of the issue being brought to their attention. The employees will be responsible to ensure the area and equipment is kept in a clean and tidy condition, after use.
- f) The Employer will provide sufficient storage lockers to accommodate the number of employees on shift at any given time.

ARTICLE NO. 9 - CONFLICTING AGREEMENT

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

ARTICLE NO. 10 - TRANSFER of TITLE or INTEREST

- a) This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event that the entire operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- b) It is understood by this Section that the Parties hereto shall not use any leasing device to a third party to evade this Collective Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignees, 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 – DISCIPLINE

- a) ***When an employee is required to attend a meeting, the purpose of which is to conduct an investigation, disciplinary hearing, or render a disciplinary decision, the employee is entitled to have, or decline, at his or her request, an available representative of the Union in attendance.***

- b) An employee will receive a copy of any disciplinary record placed on his/her file, including reprimands, with a copy to the Union Office. Disciplinary notices on an employee's file will be removed after twelve (12) disciplinary free months after receiving a verbal or written warning and fifteen (15) disciplinary free months after receiving any form of suspension.

The severity of the discipline will be determined by the employer, taking into consideration the circumstances of the case and the seriousness of the offense, however, in most cases the employer will follow progressive discipline. In the event that steps need to be bypassed, that determination is at the sole discretion of the Employer.

- c) Upon request, employees will be permitted to review their personal file.

ARTICLE NO. 12 - GRIEVANCE PROCEDURE

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

Step 1: Any grievance of an employee shall first be taken up between such employee and the Branch Operations 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) days

All others – fifteen (15) days

Step 2: Failing settlement under Step 1, the grieving party shall reduce his/her grievance to writing stating the Article(s) alleged to have been violated such grievance shall be taken up between the Branch Manager or designate and a Shop Steward or Local Union Representative. Except by mutual agreement between the Union and the Company 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) Company representatives appointed by an Officer of the Company. 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 Company 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 Company 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 Company 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 Company and one (1) from the Union. The Company shall not select a representative from the Company 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 (copy attached) 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.

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 Company. Except by mutual agreement between the Union and the Company, 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.
- c) Where an employee is suspended by the Company pending investigation, the suspension will be with pay until such time as the Company makes a decision as to appropriate discipline.

ARTICLE NO. 12 13 - PAYDAY and PAY STATEMENTS

- a) All employees covered by this Agreement shall be paid on a definite two (2) week basis, and dates will not be altered without consent of the Union.
- b) The Employer shall provide every employee covered by this Agreement with a separate or detachable written electronic, or printed itemized statement in respect of all wage payments made to such employee. Such statement shall set forth the total hours worked, the total overtime hours worked, at time and one-half (1 ½), all deductions made from the gross amount of wages, and accrued vacation amounts.
- c) Payment of wages will be made by direct deposit to the employee's bank account.
- d) Payroll complaints shall be submitted to management on the form provided within five (5) business days following the issuance of pay. Amounts greater than fifty dollars (\$50.00) will be paid to the employee within five (5) business days. Amounts less than fifty dollars (\$50.00) or amounts not submitted to the employer within five (5) business days will be paid on the next regular pay, subject to cutoff. All pay adjustments will be explained in full. The five (5) business days will be extended for employees who were out of the workplace on vacation or approved absence at the issuance of pay.
- e) 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 not to exceed six (6) pay periods.

ARTICLE NO. 13 14 - ANNUAL VACATIONS

- a) Vacations will be granted on the basis of following reference years from January 1 to December 31.
 - b) Employees who as of January 1 of the current year have completed less than one (1) year of service shall receive one (1) day of vacation per full month of work, up to a maximum of two (2) weeks of vacation at four percent (4%) of their annual gross earnings for the reference year for which they are receiving their vacation.
 - c) Employees who have completed or subsequently complete one (1) year as an employee shall receive two (2) weeks' vacation at four percent (4%) of their annual gross earnings for the reference year for which they are receiving their vacation.
 - d) Employees who 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 reference year for which they are receiving said vacation.
 - e) 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 reference year for which they are receiving said vacation.
 - f) Employees will not be called out to work during their scheduled week(s) of vacation. The vacation weeks shall be considered seven (7) consecutive days according to the Employees work schedule.
 - g) Should a General Holiday occur while an Employee is on vacation, the Employee shall receive another day off with pay, in lieu of said General Holiday.
 - h) Vacation lists will be posted on October 1, of the previous year in which it is to be taken. Employees shall designate their choice of vacation, in order of seniority, by November 15 of the same year. In the event an Employee fails to designate their choice of vacation by the bid deadline, i.e. November 15, 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.
 - i) A Union Steward ~~may~~ **will be selected by the Union Office and will** assist in the construction of the vacation schedule.
 - j) ~~Employees will have the ability to change their vacation choice on a first come first serve basis, after the close of the bidding period, with two weeks written notice to the Employer providing there are designated slots still available.~~
- 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, providing 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.**
- k) Vacation pay shall only be paid out in conjunction with actual vacation approved or taken.

- l) The following classifications will be recognized as separate groups for determining allocation of vacation:
1. General Ranks
 2. Guardhouse – Central Office
 3. Traffic Control Officers
 4. Airside – Groundside – Airside Enforcement Officer
 5. ~~City Centre Airport Staff~~
- m) The Company may limit the number of Employees per classification who can be on vacation as follows:
- General Ranks: Ten percent (10%) of employees.
- All other Classifications: Five percent (5%) simultaneously.
- The above ratios can be greater if the operation permits and at the Company's own discretion.
- n) Annual vacation will be taken within the period of January 1st to December 31st 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 cooperate with any Employee's vacation requirements in extenuating circumstances. If the 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. Three days overlap will be considered acceptable.
- p) The Employer shall pay vacation pay through pay roll deposit on the regular payday as if the Employee had worked, or the Employee may request vacation pay be paid on the regular payday immediately preceding the commencement of the vacation, with two (2) weeks written notice to Employer prior to such payday.
- q) 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.
- r) In the event that an employee leaves the employee of the Employer before he/she is entitled to two (2) weeks vacation, he/she shall receive four percent (4%) of the gross earnings received while in the employ of the Employer.
- s) 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%), or eight percent (8%), 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.

ARTICLE NO. 14 15 - GENERAL HOLIDAYS

- a) The following shall be recognized as General Holidays:
- | | | |
|-----------------|---------------|------------------|
| New Year's Day | Good Friday | Victoria Day |
| Canada Day | Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Day | Boxing Day |
| Family Day | Heritage Day | Easter Monday |
- b) Each full-time employee shall be paid their regular days pay for each such Holiday, following the first thirty (30) days of employment, which is calculated from their first day worked.
- c) In addition to a) and b) above, employees working on a General Holiday, following the first thirty (30) days of employment, shall be paid as follows:
1. For their scheduled shift time, at time-and-one-half (1 1/2 x) their regular rate.

- d) In the event that a work shift overlaps the beginning or the end of a General Holiday, the criteria shall be that all hours actually worked on the General Holiday, between 12:01 and 12:00 midnight, shall be considered as worked on a General Holiday for each individual employee.

ARTICLE NO. 15 16 - SENIORITY and PROMOTIONS

- a) Seniority shall prevail at all times, subject to the particular employee(s) being capable and having the appropriate qualifications for any work which is to be done.
- 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 employee promoted to any position outside the bargaining unit, and at a later date proves to be unsatisfactory for any such position, or there is a reduction in staff of the department, or if the employee wishes not to accept such position, may be reinstated to his/her former position without loss of seniority, or accrued seniority, provided this occurs within ninety (90) calendar days of the promotion and providing they continue paying dues. Any persons who uses this clause to return to the bargaining unit, for whatever reason, will be restricted from bidding positions outside the unit for a period of ninety (90) calendar days.
- d) The Employer shall provide the Union Office with a separate seniority list for full-time, permanent part-time and casual ad-hoc 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.
- e) Any employee wishing to protest seniority must do so within thirty (30) calendar days of the posting of the seniority lists.
- f) Permanent Part-time and Ad-Hoc seniority shall not be credited towards full-time seniority.
- ~~g) Due to the nature of the Employers business, the Employer will have the right to discontinue the employment of any employee, for just cause.~~
- g) When there are vacancies for a bargaining unit position the Employer will post the vacancies and accepted applications for no less than eight (8) calendar days. Such posting will include a description of responsibilities, pay classification, as well as skills and abilities required for the position. The position will be awarded to the most senior qualified employee. Employees will serve a ninety (90) day probationary period in the new position within the servicing contract and seniority list. During this time if he/she proves to be unsatisfactory for the position or if the employee wishes not to accept the position he/she shall be returned to the previous classification within the servicing contract and seniority list. For new contracts, the company may stagger the transfer dates of internal candidates based on operational need of the overall airport operation, however, the union seniority date of an employee will be the date of the accepted transfer, not the date the transfer actually took place.
- In the event an employee wishes to apply for a vacant position, the order of seniority will be:
1. Full-time Employees
 2. Permanent Part-time Employees
 3. Ad-Hoc Employees
- h) The same practice will apply with regards to filling vacancies when on-site training classes are scheduled. Training classes will be filled in order of seniority.
- i) Fulltime employees will have the ability, once every eighteen (18) months, to move to a permanent part time vacancy or ad-hoc position for a period not to exceed ninety (90) days.

ARTICLE 16 17 - HOURS OF WORK AND OVERTIME

- a) The calendar week shall be from 00:01. Sunday to 23:59 the following Saturday.
- b) It is understood and agreed that full-time employees will work an average of eighty (80) hours in a two (2) week period, comprised of eight (8), nine (9), ten (10) or twelve (12) hours per day. The hours of work shall not be less than eight (8) hours per day.

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

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

- c) Employees will be given eight (8) hours free from duty on any shift change, and where an employee has his/her shift changed and he/she receives less than the eight (8) hours free from duty, he/she will receive overtime at the overtime rate shown herein for each fifteen (15) minutes that he/she is short of his/her eight (8) hours.
- d) When an employee meets with an accident at work which hampers him/her from the normal performance of duties, he/she shall be paid a full day's wages for the day of the accident.
- e) **Mutual Request** - The Employer agrees to allow employees to arrange shift trades by mutual agreement between all employees at the location(s), provided there is no conflict with the hours of work, and both employees are qualified for the shift they trade. Employees must attempt to trade shifts within their own classification before attempting to trade with someone outside of their classification. Shift trades by mutual agreement have to be submitted to the Branch Operations Manager, no less than two (2) weeks prior to the actual shift trade. Shift-trade requests submitted less than two (2) weeks prior to the actual shift trade may be denied at the discretion of the Company. Traded shifts for a mutual shift trade cannot be more than thirty (30) days apart. **Shift trades will be paid according to the shift classification worked. In the event that the Employer utilizes the higher classification ability of an employee, the employee will be paid the classification being utilized for all hours worked on that shift.**
- f) For full time employees, all time worked prior to or after their scheduled shift shall be considered overtime and paid for at the applicable rate.

Employees who bookoff or are otherwise absent for reasons other than paid absences that are outlined in this agreement or government statute, shall not be entitled to overtime rates contained in this agreement until they have completed their normal work schedule.

- g) In times of emergent need management reserves the right to provide "fill-in" detail at all posts.
- h) 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.
- i) Call-in overtime will be offered, in order of seniority, to all employees on a day off. Officers who accept a call-in overtime shift will be given no less than two (2) hours to report to work. This provision shall in no way deter the officer from reporting for duty in less than two (2) hours if required and he/she is able to report sooner.
- j) When an employee is called to work on one of his/her days off, he/she shall receive a minimum of four (4) hours pay at the applicable rate of pay. Should the employee volunteer to leave early, he/she will be paid only for the time worked.

- k) All employees may be required to work overtime, all of which shall be voluntary. The Company shall post all available shifts for three (3) calendar days. Employees who wish to do so will sign up for the shift. Posted overtime will be awarded to the most senior officer in the classification who signed up for the shift. If no one in the classification signs up for the overtime, the overtime shift will be awarded to the most senior officer who signed up, provided the employee is qualified for the position. No employee will be allowed to sign up for, or work, overtime shifts while on vacation, or during a day off resulting from a mutual trade.
- l) Daily operational overtime will be offered in order of seniority to all officers present on site. If no officer accepts the said overtime, it will be assigned to the most junior qualified officer on site
- m) Overtime will be paid in minimum fifteen (15) minute increments.
- n) All overtime will be paid at the employee's overtime rate of pay.
- o) **Breaks** - Employees working an eight (8), nine (9) or ten (10) hour shift will be entitled to two (2), thirty (30) minute paid break, **with the first break not be given no earlier than two (2) hours from the start of the shift.** Employees working a twelve (12) hour shift will be entitled to one (1) forty-five (45) minute paid break **as close to the midway point as possible** and one (1) thirty (30) minute paid break **(or two (2) fifteen (15) minute break when mutually agreed upon.** Employees working operational overtime will be entitled to an additional fifteen (15) minute paid break per two (2) hours of overtime. The air-side team leaders will manage breaks and missed breaks will not lead to overtime. Employees working four (4) hour shifts will be entitled to one (1) fifteen (15) minute paid break **as close to the midway point as possible.** Employees working six (6) hour shifts will be entitled to one (1) thirty (30) minute paid break **as close to the midway point as possible.**

ARTICLE NO. 17 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 twenty-eight (28) scheduled hours per week, except during periods of training. **Permanent Part-time employees must complete eighty (80) hours in a pay cycle prior to qualifying for overtime. Operational overtime will be paid accordingly.**
- b) Permanent part-time employees who report to work will be guaranteed a minimum of four (4) hours pay unless the employee volunteers to leave early.
- c) A part-time shift can be established where there is not sufficient work to establish a full- time shift.
- d) Unless otherwise specified, all Articles contained in this Agreement shall apply to permanent part-time employees.
- e) The Employer will offer the opportunity to ~~Full-time employees to move to~~ Part-time **employees to move to Full-time** prior to offering work to new employees. Seniority ~~(first day worked)~~ will be the deciding factor as to who would move ~~to~~ **from** Part-time should positions be available. Should Full-time employees choose to go to part-time, they will maintain their overall seniority for vacation purposes. They will be placed ~~at the bottom of~~ **where their seniority takes them on** the part-time list. Should they decide 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.
- f) Extra shifts will be offered to ~~Ad-Hoc employees and then to~~ part-time employees with less than forty (40) hours per week **and then to Ad-Hoc employees.** If unable to fill the additional shift, it will be offered to Full-time employees as overtime. Part-time employees must complete eighty (80) hours in a pay cycle prior to qualifying for overtime rates of pay. Any hours worked over the scheduled day due to irregular operations, shall be considered operational overtime and will be paid at the overtime rate. Operational overtime will be offered in order of seniority to full time employees prior to being offered part-time employees.

- g) At no time shall Permanent Part-time employees exceed twenty percent (20%) of the Full-time staffing levels.

ARTICLE NO. 18 19 - AD-HOC EMPLOYEES

- a) Ad-Hoc employees may be offered additional 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 Part-time employees
 4. Covering contingency staff requirements arising out of irregular operational situations.
 5. **Work on any servicing contract under the above circumstances.**
- b) Ad-Hoc employees shall not be used to deprive Full time or Part-time employees of their regular hours or overtime hours on their regular shifts.
- c) Ad-Hoc employees will be held on a separate list.
- d) There is a requirement that Ad-Hoc employees will be available for work on a regular basis. Frequent unavailability for work will be grounds for review of the employee's work record. Part of such review will consist of a documented demonstration of the employee's availability to work. Frequent unavailability may result in discipline, up to and including termination.

Ad-Hoc employees who report to work will be guaranteed a minimum of four (4) hours pay unless the employee volunteers to leave early.

- e) Ad-Hoc employees must complete eighty (80) hours in a pay cycle prior to qualifying for overtime rates of pay. **Any hours worked over the scheduled day due to irregular operations, shall be considered operational overtime and will be paid at the overtime rate.**
- f) **The Employer will offer the opportunity to Ad-Hoc employees to move to Part-time or Full-time prior to offering work to new employees. Seniority will be the deciding factor as to who would move from Ad-Hoc should positions be available. Should Full-time employees choose to go to ad-hoc, they will maintain their overall seniority for vacation purposes. They will be placed where their seniority takes them on the ad-hoc list. In the event the Full-time employee wishes to move back to Full-time when a vacancy opens, they will be placed at the bottom of the Full-time seniority list.**

ARTICLE NO. 19 20 – LAY OFF AND RECALL

- a) When it becomes necessary to reduce the working force, the last person hired shall be laid off first, and when the force is again increased, employees are to be returned to work in reverse order in which they are laid off during the layoff process, subject to qualifications. Full-time employees shall be given preference over Part-time and Ad Hoc employees for available work, and no Part-time or Casual employee will be given work unless all regular full-time employees are working.

ARTICLE NO. 20 21- 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 22- HEALTH and WELFARE PLAN

- a) Following ninety (90) days of employment, the Employer will offer to all employees working an average of sixty-four (64) hours in any two (2) week period, an optional comprehensive Health and Welfare Benefit Plan which will include mandatory Accidental Death and Dismemberment, Life Insurance and Long Term Disability as a minimum and additional optional Major Medical Coverage; Extended Health and Dental Coverage; Prescription, Drug and Vision Coverage. Details will be provided under separate cover and the cost of premiums shall be shared on a 50/50 split.
- b) The Employer will continue to cover employees who are off ill, or on Compensation, for a maximum of three (3) months from date of illness or injury. After three (3) months, the employee will have the option to continue paying their own premiums through the Employer.
- c) The Employer will pay for all Doctors notes related to WCB or functional capacity, and when directed to the Employer Doctor. The Employer will not pay for Doctor's notes related to absenteeism. Such request for Doctors notes will not be made unreasonably.
- d) The Employer agrees to provide the Employees two (2) CMHA Phase 1 mental health awareness sessions during the term of the agreement.

Phase 1: Starting the conversation

Suggested Presentation : Stress & Your Mental Health (20-30 min.)

Audience: Front-line employees

When: As soon as possible.

Outline: This presentation would be a tailored presentation to provide an overview of the etiology of stress, its consequences (i.e. how it can impact mental health and performance at work) and how to better manage stress levels.

Price: *\$750.00 (this includes costs of tailoring, travel and opportunity for members to contact facilitator directly via email with questions / concerns)

*Estimated price

ARTICLE NO. 22 23 - WAGE RATES

a)

Classification	June 1, 2018	June 1, 2019	June 1, 2020
AEO and ATL, Airside Escort D	\$22.92	\$23.38	\$23.85
Groundside Supervisor / Supervisor Escort DA	\$19.43	\$19.82	\$20.22
Guardhouse, Central Office	\$18.73	\$19.10	\$19.49
General Ranks	\$17.78	\$18.14	\$18.50

GENERAL RANKS – NEW HIRE RATES

0 – 6 months	\$16.00
6 – 12 months	\$16.25
After 12 months	General

b) **Banked Overtime**

Effective date of ratification all Employees will have the option of banking up to forty-eight (48) hours of overtime wages.

The overtime bank can be accessed once the bank has reached its capacity of forty-eight (48) hours.

The overtime bank can be accessed by written request to the Supervisor for any reason at any time, however the amounts withdrawn must be in half (1/2) hour increments and be not less than four (4) hours. The payout of banked overtime will be at the earned hourly rate of pay.

Once the overtime bank is accessed it no longer replenishes.

All unused banked overtime is to be paid out on the last pay period in the year at which it is banked. In the event of termination of employment any banked overtime is to be paid out in full. In the event a grievance is filed contesting a termination of employment, the employer agrees not to release any of the banked time until the conclusion of the grievance procedure, unless the employee in questions requests the funds.

Employees must notify the Employer of their intention to bank overtime in December of the year proceeding the year at which the option is to be exercised, the process of requesting banked overtime shall be as outlined in Letter of Understanding No. 2

ARTICLE NO. 23 24 - 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. 21 (c) by his next regular payday.
- b) The Employer shall issue electronic Record of Employment (ROE) in accordance with Federal Employment Regulations.
- c) This Article shall not apply where an employee has failed to surrender all necessary documents, uniforms and material(s) issued to him/her by the Employer, in good condition not withstanding normal wear and tear. In such event, the Employer may require such employee to pay for any item willfully destroyed, mutilated or not returned before final payment of salary is made, subject to the Canada Labour Code.
- d) Loss of seniority:

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

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

ARTICLE NO. 24 25 - 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. Meetings with employees are to take place during the Employee's normal break periods and shall not extend beyond the allotted time allowed to the Employee.

ARTICLE NO. 25 26 - EXTRA SKILLS or REQUIREMENTS

- a) The Employer will from time to time provide First Aid training course or Recurrent First Aid training courses free of charge to the employees. Participation by employees shall be voluntary.
- b) The Company will pay all training required by the airport authority and time spent in training will not lead to overtime.

ARTICLE NO. 26 27 - PARKING ALLOWANCE

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

ARTICLE NO. 27 28 - SAVING CLAUSE

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

ARTICLE NO. 28 29 - COMPENSATION COVERAGE

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

ARTICLE NO. 29 30 - STRIKES and PICKET LINES

- a) There shall be no strikes, work stoppages, job action or lockouts, or intimidation under this Agreement, excepting those strikes as provided under the Federal Labour Code. 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. 30 31 - TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

- a) The Teamsters Union/Industry Advance Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters Union
- b) Effective June 2, 2013, 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. 32 - BULLETIN BOARDS

- a) The Employer will provide a locked Bulletin Board at its terminal on which the union may post notices to its members. All union notices are to be dated and signed by an official of the union. All union notices are to appear on the designated union board only.
- b) Union bulletin boards are to be placed in plain view so as employees are able to view at any time during their work day.

ARTICLE NO. 33 - LAWSUIT

- 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.

SIGNED THIS _____ DAY OF _____, 2018

ON BEHALF OF THE EMPLOYER:
Garda Canada Security Corporation

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

Rob MacLean, Vice President
Human Resources, Western Canada
Garda Canada Security Corporation

Jordan Madarash,
Vice President & Business Agent

Syd Yaggey, General Manager
Garda Security Services, Edmonton, AB

Garry Holland, CPO, Branch Manager
Edmonton International Airport

Chris Carr, Ops Manager
Edmonton International Airport

LETTER OF UNDERSTANDING #1

BETWEEN: GARDA CANADA SECURITY CORPORATION
(herein referred to as the Employer)

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

RE: **ARTICLE 15 – SENIORITY AND PROMOTIONS**
SHIFT GIVEAWAYS

The Parties here to agree to the following:

- The Employer will recognize the seniority ranking as per Appendix A for the purposes of bidding of work, and bidding of paid vacation entitlement.
- For Employees who had achieved vacation entitlement of more than four percent (4%) with the previous employer, they will be permitted to take to the time, as outlined in Appendix B, without pay and subject to Article 6 (c).

The Parties hereto agree to the following:

1. **Shift giveaways must be completed on the form supplied, legible and in full.**
2. **Shift giveaways will be accepted and approved by Management up to seven (7) days prior to the start of the shift.**
3. **Both parties must sign the shift giveaway form and be capable to work the classification of the shift being given. The classification being worked will be the rate of pay paid for the shift regardless of the classification the employee holds. In the event that the Employer utilizes the higher classification ability of an employee, the employee will be paid the classification being utilized for all hours worked on that shift.**
4. **Employees who give their shift away will not be eligible for overtime that day.**
5. **Shift giveaways are paid at straight time and do not count towards maximum hours per day or the forty (40) hours per week.**
6. **Overtime is only paid out on a shift giveaway when the employee is requested to stay for additional hours by the Company and the hours exceed the normal length of the shift the employee accepted to work (operational overtime).**

Failure to comply with the proper shift giveaway procedures may result in a loss of shift giveaway privileges for the employee concerned.

SIGNED THIS ____ DAY OF _____, 2018

ON BEHALF OF THE EMPLOYER:
Garda Canada Security Corporation

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

Rob MacLean, Vice President
Human Resources, Western Canada
Garda Canada Security Corporation

Jordan Madarash,
Vice President & Business Agent

Syd Yaggey, General Manager
Garda Security Services, Edmonton, AB

Garry Holland, CPO, Branch Manager
Edmonton International Airport

Chris Carr, Ops Manager
Edmonton International Airport

LETTER OF UNDERSTANDING #2

BETWEEN: **GARDA CANADA SECURITY CORPORATION**
(herein referred to as the Employer)

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

RE: **OVERTIME BANK PROGRAM**
ACT TRAINING REQUIREMENTS FOR FILLING VACANT POSITIONS

- ~~1. Employees shall complete the employer provided form to indicate their intent to enroll in the OT bank program between December 1st – Dec 20th for enrollment beginning Jan 1st.~~
- ~~2. The Employer will post the names of those employees enrolled in the program no later than Jan 3rd. Employees contesting their name on OR off the list shall be provided 8 days from the date posted to inform the company to make a change, once an employee has been enrolled in the OT bank they cannot remove themselves until they have reach 48 banked hours.~~
- ~~3. Time off requests and OT Bank withdrawal of funds requests are 2 different processes and don't necessarily coincide with each other. For example: 48 hours of banked OT does NOT necessarily mean 48 hours of owed time off. The 48 hours of banked OT is a \$\$ value bank only.~~
- ~~4. To withdraw funds from the OT Bank once the employee has reached 48 hours, the employee must submit such request on the employer provided form, providing 2 weeks notice prior to the next pay day & indicate the dollar value desired.~~
- ~~5. It is understood that amounts withdrawn CANNOT exceed the dollar amount originally banked in the OT bank, despite being paid or earned at different rates. Remember: 48 hours of OT is banked at a dollar value equivalent to ½ your regular pay rate at the time the OT hour is banked. For example, 1 hour of OT at a regular rate of pay of \$17.03 is banked at a rate of \$8.52.~~
- ~~6. The Company shall furnish a statement of account on a quarterly basis that shows the current value in the account, as well as all earned and withdrawn activity on the employee's banked OT account.~~

Bank Scenario:

~~Joe works as an AEO at \$21.95 per hour and works 12 hours of overtime on an extra shift and has signed up for the banked OT agreement. Joe's pay cheque will include the 12 hours worked, but will be paid at his regular pay rate of \$21.95. The additional \$10.98 that Joe earned doing OT ($\$21.95 \times .5 = \10.98) will be credited to his banked OT account at a value of \$131.70~~

~~*If Joe does that 3 more times, he will have banked 48 hours (12hrs X 4shifts) of banked OT and he will be removed from the Banked OT program. Any further OT worked will be paid based on the CBA. Based on this pay rate of \$21.95, Joe's bank would be worth 48 hours banked at \$10.98 ($48 \times 10.98 = 526.80$) for a total value of \$526.80.*~~

LETTER OF UNDERSTANDING #2 (Continued)

Withdrawal scenario:

If Joe asks for 24 hours in his banked OT Account, it will be paid out at the earned rate of his regular pay (\$21.95) at the time he earned the banked OT. (24 hrs X \$21.95 = \$526.80) and Joe will have depleted his account.

The Parties hereto agree to the following:

In the event a shift that requires Airport Control Tactics (ACT) Training, "A" and "B", becomes temporarily available, example, a sick book off or holidays, current employees that hold all necessary qualifications and certifications, other than the ACT "B" training, will be able to fill, in order of seniority, the temporary vacancy and will be paid at the applicable rate of pay for said shift.

All vacant shifts that requires ACT "A" and "B" Training that become available for permanent bids, the Employer will only accept applications, in seniority order, from employees that hold ACT "A" and "B" qualifications at time of the bid.

SIGNED THIS ____ DAY OF _____, 2018

ON BEHALF OF THE EMPLOYER:
Garda Canada Security Corporation

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

Rob MacLean, Vice President
Human Resources, Western Canada
Garda Canada Security Corporation

Jordan Madarash,
Vice President & Business Agent

Syd Yaggey, General Manager
Garda Security Services, Edmonton, AB

Garry Holland, CPO, Branch Manager
Edmonton International Airport

Chris Carr, Ops Manager
Edmonton International Airport

APPENDIX A

Rank	Name
1	Clinton Whitehead
2	Gary Butt
3	Wade Matkea
4	Carolyn Benoit
5	Colleen Atkinson
6	Gary Lloyd
7	Frank Liu
8	Dobriła Baic
9	Madhu Kalia
10	Laura Smiley
11	Tim Heinemann
12	Dalila Delie
13	Masood Syed
14	Marietta Ramos
15	David Hudson
16	Stephan Sloane
17	Sukhdarshan Soroya
18	Rachel Goulding
19	Rick Zukewich
20	Parmeet Lamba
21	Hemlata Patel
22	Jossy Daniel
23	Jarison Pascua
24	Jaspreet Sagoo
25	Lovleen Randhawa
26	Lorraine Mackay
27	Greg Servold
28	Kevin Erskine
29	Shannon Raiche
30	Simran Randhawa
31	Sylvia Ford Hamilton
32	Brian Benoit
33	Anil Vashisht
34	Leonard Brown
35	Nick Taker
36	Mike Roth
37	Kamal Grewal
38	Martin Charron
39	Ken Parent
40	Kord Turpin

41	Neil Stewart
42	Gerald Johnson
43	Anastasia Sanarov
44	Cornelio Ocol
45	Matthew Green
46	Resha Korotash
47	Kumar Nair
48	Ben Cysouw
49	Gerald Finnegan
50	Mangal Dhillon
51	James Blomquist
52	Jon Andersen
53	Keisha Ibbotson
54	Meagan Grabia
55	Honey Sharma
56	Arron Connelly
57	Tatiana Quinonez
58	Andrew Roth
59	John Ford
60	Justin Sangster
61	Lori Anne Young
62	Matthew Beckett
63	Lisa Paulson
64	Job Samuel
65	Kyle Stryd
66	Eugene Martel
67	Gurinder Ganda
68	Myankeeta Verma
69	Trudy Kirk
70	Engelica Neufeld
71	George Blaneck
72	Simrat Brar
1PPT	Lorraine Deslongchamps
2PPT	Zarina Nisha
3PPT	Vince Reyes
4PPT	Donne Breuer
5PPT	Joginder Chawla
6PPT	Barb Dvorak
7PPT	Wanda Skoczylas
8PPT	Debra Patterson

1CPT	Barb Yanke
2CPT	Allen Kuo
3CPT	Diana Francis
4CPT	Sukhdev Dhaliwal
5CPT	Gurmeet Singh
6CPT	Reshad Heidarzoy
7CPT	Colton Descalchuk
8CPT	Jose Antony
9CPT	Mike Turner
10CPT	Tanya Davison
11CPT	Larry Ellis
12CPT	Alicia Buxton
13CPT	Jory Carr
14CPT	Dorothy Cole
15CPT	John Rembish
16CPT	Andrei Stalevski

APPENDIX B

1	Clinton Whitehead	2 Weeks
2	Gary Butt	2 Weeks
3	Wade Matkea	2 Weeks
4	Carolyn Benoit	1 Week
5	Colleen Atkinson	1 Week
6	Gary Lloyd	1 Week
7	Frank Liu	1 Week
8	Dobriła Baie	1 Week
9	Madhu Kalia	1 Week
10	Laura Smiley	1 Week
11	Tim Heinemann	1 Week
12	Dalila Delie	1 Week
13	Masood Syed	1 Week
14	Marietta Ramos	1 Week
15	David Hudson	1 Week
16	Stephan Sloane	1 Week

LETTER OF UNDERSTANDING #3

BETWEEN: **GARDA CANADA SECURITY CORPORATION**
(herein referred to as the Employer)

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

RE: **OVERTIME BANK PROGRAM LABOUR MANAGEMENT MEETINGS**

1. ~~Employees shall complete the employer provided form to indicate their intent to enroll in the OT bank program between December 1st – Dec 20th for enrollment beginning Jan 1st.~~
2. ~~The Employer will post the names of those employees enrolled in the program no later than Jan 3rd. Employees contesting their name on OR off the list shall be provided 8 days from the date posted to inform the company to make a change, once an employee has been enrolled in the OT bank they cannot remove themselves until they have reach 48 banked hours.~~
3. ~~Time off requests and OT Bank withdrawal of funds requests are 2 different processes and don't necessarily coincide with each other. For example: 48 hours of banked OT does NOT necessarily mean 48 hours of owed time off. The 48 hours of banked OT is a \$\$ value bank only.~~
4. ~~To withdraw funds from the OT Bank once the employee has reached 48 hours, the employee must submit such request on the employer provided form, providing 2 weeks notice prior to the next pay day & indicate the dollar value desired.~~
5. ~~It is understood that amounts withdrawn CANNOT exceed the dollar amount originally banked in the OT bank, despite being paid or earned at different rates. Remember: 48 hours of OT is banked at a dollar value equivalent to ½ your regular pay rate at the time the OT hour is banked. For example, 1 hour of OT at a regular rate of pay of \$17.03 is banked at a rate of \$8.52.~~
6. ~~The Company shall furnish a statement of account on a quarterly basis that shows the current value in the account, as well as all earned and withdrawn activity on the employee's banked OT account.~~

Bank Scenario:

~~Joe works as an AEO at \$21.95 per hour and works 12 hours of overtime on an extra shift and has signed up for the banked OT agreement. Joe's pay cheque will include the 12 hours worked, but will be paid at his regular pay rate of \$21.95. The additional \$10.98 that Joe earned doing OT ($\$21.95 \times .5 = \10.98) will be credited to his banked OT account at a value of \$131.70~~

~~*If Joe does that 3 more times, he will have banked 48 hours (12hrs X 4shifts) of banked OT and he will be removed from the Banked OT program. Any further OT worked will be paid based on the CBA. Based on this pay rate of \$21.95, Joe's bank would be worth 48 hours banked at \$10.98 ($48 \times 10.98 = 526.80$) for a total value of \$526.80.*~~

LETTER OF UNDERSTANDING #3 (Continued)

Withdrawal scenario:

If Joe asks for 24 hours in his banked OT Account, it will be paid out at the earned rate of his regular pay (\$21.95) at the time he earned the banked OT. (24 hrs X \$21.95 = \$526.80) and Joe will have depleted his account.

The Parties hereto agree to the following:

Purpose and Commitment:

The purpose of Labour Management Meetings is to provide the parties with an open forum for communication. This will enable both parties to have a better understanding of opportunities to resolve problems and issues in an open exchange of ideas and views between Union and Management and is not to be mistaken as a grievance meeting. The Parties will use the Committee to improve the working relationship between Union, employees and Management the people they represent and to build a more effective working team. These meetings will be held regularly.

Either party may request guests to be included.

The Parties also agree to hold monthly information meeting that will be open forum. A regularly scheduled day will be scheduled and posted. The purpose of these open forum meetings is to answer any questions or concerns the employees or Employer may have.

SIGNED THIS _____ DAY OF _____, 2018

ON BEHALF OF THE EMPLOYER:

Garda Canada Security Corporation

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362

Rob MacLean, Vice President
Human Resources, Western Canada
Garda Canada Security Corporation

Jordan Madarash,
Vice President & Business Agent

Syd Yaggey, General Manager
Garda Security Services, Edmonton, AB

Garry Holland, CPO, Branch Manager
Edmonton International Airport

Chris Carr, Ops Manager
Edmonton International Airport

LETTER OF UNDERSTANDING #4

BETWEEN: GARDA CANADA SECURITY CORPORATION
(herein referred to as the Employer)

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

RE: LAYOFF OPTIONS – ARTICLE NO. 19, a) VICTOR POSTS

The Parties hereby agree as follows:

~~Full-time employee(s) experiencing a lay off will have the right to displace any Part-time or Ad-Hoc Member within the Unit without any adverse effect to the recall period. Subject to the particular employee(s) being capable and having the appropriate qualifications for the job to which they bump into.~~

~~Full-time employees exercising this option shall be placed on the top of the Part-time or Ad-Hoc seniority list. Should the employee fail to accept the next available Full-time shift, they shall be placed on the Part-time or Ad-Hoc seniority list where their date of hire places them.~~

The Parties hereto agree to the following:

The position of Victor Posts will become a static post and will no longer fall under a rotation coverage basis. The Team Leaders of each team will confirm which employees would like to be considered for Victor posts and will be awarded by seniority order. In the event that the position remains vacant, the Employer will fill such vacancy in reverse order of seniority and qualification.

This Agreement will have a thirty (30) day out Clause that either party may exercise for any circumstances that may arise.

SIGNED THIS _____ DAY OF _____, 2018

ON BEHALF OF THE EMPLOYER:
Garda Canada Security Corporation

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

Rob MacLean, Vice President
Human Resources, Western Canada
Garda Canada Security Corporation

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