

THIS AGREEMENT ENTERED INTO THE 7th DAY OF JUNE, 2019

**COLLECTIVE AGREEMENT**

**BETWEEN**

**GARDA SECURITY SCREENING INC.**  
**Grande Prairie, AB**  
(Herein referred to as the 'Employer')

AND:

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

Effective date of ratification up to and including March 31, 2023

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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, for all employees of GARDA Security Screening Inc. located at Grande Prairie Airport engaged in security screening of passengers and baggage, excluding Supervisors and those above the rank of Supervisor, as per CIRB Order No. 10170-U
- b) This Agreement shall cover all employees, as defined in (a) above, employed by the Employer at the Grande Prairie Airport only.
- c) The Employer recognizes General Teamsters Local Union No. 362 as the exclusive representative for the purpose of collective bargaining for all employees in the classification of Screeners.
- d) The term "employee" as used in this Agreement, shall apply to any person performing work in any job which is covered by the Certificate and this Agreement. There shall 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 emergency circumstances such as short staffing, training, excessive passenger volume, and charters. No work which the employees perform, or can perform, shall be sub-contracted out in any manner.

The Employer may assign up to a maximum of one (1) management staff, excluded from the bargaining unit, to perform screening duties per shift. It is further understood and agreed that no management staff shall perform bargaining unit work on overtime, except in case of emergency, training, or when no qualified bargaining unit employee is available.

- f) Definitions -
  - 1. The "Team Leader", including acting / assisting Team Leaders (ATLs), Training Specialists and Hold Baggage Screening Specialists, is a full-time or part-time employee as described below. A Team Leader's primary duty is to direct the work force and does not have the right to hire, fire or discipline. Employees in the Team Leader classification will bid a regular shift schedule and, when not performing the work of a Team Leader, will work as a Level 3 Pre-Board Screening Officer.
  - 2. A "Full-time Employee" is an employee who holds a position on a continuous basis, in accordance with Article No. 17(b) paragraph 2.
  - 3. A "Permanent Part-time Employee" is an employee who holds a position on a continuous basis, in accordance with Article No. 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 Grande Prairie Airport.

## **ARTICLE NO. 2 - DURATION OF AGREEMENT**

- a) This Agreement shall be in full force and effect from and including the date of ratification up to and including March 31, 2023, 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) All employees shall be required to become and remain a member in good standing of the Union consistent with General Teamsters, Local Union 362 By-Laws and Constitution, as a condition of employment with the Employer.

## **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 and date of hire.

The Monthly Check-off List will reference any:

- New Members to be listed in alphabetical order with current address, postal code, and date of hire.
  - Terminations or resignations are to be clearly identified with current address, postal code 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) All employees referred to above, will be required to sign an authorization form for the deduction and remittance of Initiation Fees, Union Dues, and fines and/or assessments, which may be levied by the Union in accordance with the Union's Constitution and/or By-Laws.
- d) The Employer shall deduct and pay over to the Secretary-Treasurer of the Local Union, such Initiation Fees, Union Dues, fines and or assessments levied in accordance with the Union's By-laws, owing by the said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Local Union, not later than the twentieth (20<sup>th</sup>) day of the month following the month to which such monies apply, and shall be accompanied by a written statement which will include the names of the employees for whom the deductions were made, and the amount of each deduction. The Employer is entitled to rely absolutely upon a certificate of the Secretary-Treasurer of the Local Union that such fees, dues, fines and or assessments were levied in accordance with the Local Union's By-Laws.
- e) The Union shall forward all authorization forms to the Employer. It shall be the responsibility of the Employer to take proper and due care of all authorization forms sent to the Employer by the Union.

#### **ARTICLE NO. 5 - MANAGEMENT RIGHTS**

- a) The Employer shall have the right to hire, discipline, demote or discharge employees for just cause.
- 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.
- c) Whenever possible, all rules and procedures are to be detailed in writing.

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

- a) The Employer shall allow time off work, without pay, to any employee who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business. 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 thirty (30) calendar days. Under such unpaid Leave, the employee shall retain and accrue seniority only.

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.

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.

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.

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.

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.

- d) When an employee suffers an injury or illness which requires his/her absence, they shall report the fact to the Employer as soon as possible, prior to their actual starting time, so that adequate replacement may be made if necessary. The reporting of such injury or illness should be made prior to starting times - a minimum of one (1) hour for all shifts, that commence earlier than 08:00 and a minimum of two (2) hours for all other shifts. Repeated failure to comply may result in disciplinary action being taken by the Employer.
- e) Employees must keep the Employer notified of their correct address and phone number at all times.
- f) **Bereavement Leave** - In the case of death in the immediate family, (mother, father, spouse, common-law spouse, children, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step children, step parents, grandchildren, grandparents and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.) upon notification to the Employer, the affected employee shall be granted five (5) days Leave of Absence with pay.

The Employer shall grant an additional leave of absence of seven (7) consecutive days without pay to attend the funeral, if the funeral occurs outside of a seven hundred 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 any employee is notified of a death in his immediately 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 five (5) consecutive days Leave of Absence without pay.

- g) **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.

- h) **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 her employment with the Employer upon expiration of the Leave, the employee shall notify the Employer not less than four (4) weeks prior to their return. The Employer shall reinstate 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.

- i) **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.
- j) **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.
- k) **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 fourteen (14) 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 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 the Employer Labour Relations Department 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 dismissal of any Shop Steward.
- e) One (1) Shop Steward will be allotted one (1) hour paid time to meet with new members to familiarize and introduce them to the Collective Agreement.

## **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 in the Employer's Uniform Policy of November 15, 2004, and will be subject to change only upon mutual agreement between the Employer and the Union.
- c) Upon termination of employment, the employee is required to return all pieces of the uniform which bear an external logo including the shield. The cost of uniform items not returned will be subject to Article 24, (a).
- d) Employees shall be issued with uniforms having a reasonable fit. An employee who at any time feels that his/her uniform is not of a reasonable fit, shall bring this to the attention of Management, and the matter shall be corrected in a reasonable period of time, at the Employer's expense.
- e) The Employer will provide a clean and adequate lunchroom for its employees. The employees will be responsible to ensure the area and equipment is kept in a clean and tidy condition, after use. Appliances to be included in said lunchroom are: fridge, microwave oven, coffee pot and water cooler. Water for the cooler will be supplied at the Employer's expense (100%).

## **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 employer 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 local Supervisor. 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 a grievance:

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

The Employer shall respond to the grievor in writing, with a copy to the Local Union, within seven (7) calendar days.

Step 2: Failing settlement under Step 1, the grieving party shall reduce his/her grievance to writing stating the Article(s) alleged to have been violated. Such grievance shall be taken up between the Employer's General Manager or designate and a Shop Steward or Local Union Representative.

Except by mutual agreement between the Union and the Employer providing for an extension of time, Step 2 must be completed with ten (10) days (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 1.

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

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

The Arbitrator shall be requested to hand down his decision within thirty (30) calendar days following completion of the hearing and his decision shall be final and binding on the two 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.
- d) Upon request, employees will be permitted to review their personal file.

#### **ARTICLE NO. 13 - PAYDAY and PAY STATEMENTS**

- a) All employees covered by this Agreement shall be paid on a definite bi-weekly basis, and dates will not be altered without consent of the Union.
- b) The Employer shall provide every employee covered by this Agreement with an itemized statement in respect of all wage payments made to such employee. Such statement shall set forth the total hours worked, the total overtime hours worked, either time and one-half (1 ½ x) or double (2x) time, the rate of wages applicable, and all deductions made from the gross amount of wages.

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

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

Failure by the Employer to correct a payroll error within five (5) business days, exclusive of Saturdays, Sundays and Statutory Holidays, of being notified, in writing, will result in a penalty of two (2) hours pay per day until the error is paid.

The Employer will cover the cost of all bank charges and transfers associated with correction and payment of payroll errors.

#### **ARTICLE NO. 14 - ANNUAL VACATIONS**

- 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 1, 2012, January 1<sup>st</sup> of the year in which they commenced employment will be their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
- c) Employees on the payroll after April 1, 2012, and who commence employment with the Employer between the dates of January 1<sup>st</sup> and June 30<sup>th</sup>, will have January 1<sup>st</sup> in the year in which employment commenced, as their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
- d) Employees on the payroll after April 1, 2012, and who commence employment with the Employer between the dates of July 1<sup>st</sup> and December 31<sup>st</sup>, will have January 1<sup>st</sup> in the year following commencement of employment as 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 to December 31<sup>st</sup> of the year following the first year of employment. 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 three (3) 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 seven (7) years continuous service and thereafter, as an employee shall receive four (4) weeks vacation at eight percent (8%) of their annual gross earnings for the calendar year for which they are receiving said vacation.
- i) Employees who have previously completed or subsequently complete eleven (11) years continuous service and thereafter, as an employee shall receive five (5) weeks vacation at ten percent (10%) of their annual gross earnings for the calendar year for which they are receiving said vacation.
- j) Employees will not be called out to work during their scheduled week(s) of vacation. The vacation week shall be considered seven (7) consecutive 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 and consecutive with the vacation period, in lieu of said General Holiday.
- l) Vacation lists will be posted on September 15<sup>th</sup>, of the previous year in which it is to be taken. Employees shall designate their choice of vacation, in order of seniority, prior to November 15<sup>th</sup> of the same year. In the event an employee fails to designate their choice of vacation by the bid deadline, vacation time for said employee shall be allocated at the discretion of the Employer. The Employer shall post the completed vacation schedule by December 1<sup>st</sup> of the previous year and it shall remain posted for the vacation year. Once posted, this vacation schedule will not be altered unless mutually agreed to between the Employer and the employee(s) concerned.
- m) Employees, at their option, shall have the right to split their vacation into separate periods consisting of a minimum of one (1) week (seven (7) calendar days) at a time. The employer will do its utmost to co-operate with any employee's vacation requirements where extenuating problems exist.
- n) A Union Steward will assist in the construction of the vacation schedule.
- o) 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.

- p) The maximum number of employees on vacation at any given time will be determined as follows:
- |                   |                 |
|-------------------|-----------------|
| 1 – 10 Employees  | 1 Employee off  |
| 11 – 20 Employees | 2 Employees off |
| 21 – 30 Employees | 3 Employees off |
| 31 – 40 Employees | 4 Employees off |
- q) The following classifications will be recognized as separate groups for determining allocation of vacation:
1. Full-time
  2. Permanent Part-time.
- r) Annual vacation will be taken within the period of January 1 to December 31 of each year and may not be carried over.
- s) 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 prior the commencement of the vacation, with thirty (30) days written notice to the employer prior to such payday.
- t) 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.
- u) In the event that an employee leaves the employ of the Employer before he/she is entitled to two (2) weeks' vacation, he/she shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- v) 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.

**ARTICLE NO. 15 - GENERAL HOLIDAYS**

- a) The following and all additional days as may be declared by the Federal government shall be recognized as General Holidays:
- |                |                  |                 |
|----------------|------------------|-----------------|
| New Year's Day | Family Day       | Good Friday     |
| Victoria Day   | Canada Day       | Civic Day       |
| Labour Day     | Thanksgiving Day | Remembrance Day |
| Christmas Day  | Boxing Day       |                 |
- b) Each full-time employee shall be paid eight (8) hours pay for each such Holiday, following the first thirty (30) days of employment, which is calculated from the first day of training.
- c) Following the first thirty (30) days of employment, part-time employees are entitled to an extra days pay for General Holidays if they have worked on at least fifteen (15) of the thirty (30) days immediately before that specific General Holiday.

- d) In addition to b) and c) above, employees working on a General Holiday, following the first thirty (30) days of employment, shall be paid as follows;
  - 1. The first eight (8) hours or portion thereof - time and one-half (1 ½ x) their regular rate
  - 2. All hours in excess of eight (8) and up to and including eleven (11) hours - double (2x) the regular rate
  - 3. All hours in excess of eleven (11) - triple (3x) the regular rate
- 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 0001 and 2400, shall be considered as worked on a General Holidays 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/hours worked, of the former Employer's employees.
- 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 the payroll at the Grande Prairie Airport.
 

Should two (2) or more persons have the same start date, the seniority ranking for that group of employees shall be by random draw.
- c) Any alleged breach of this clause shall be the basis of a grievance. When it becomes necessary to reduce the working force, the last person hired shall be laid off first, and when the working force is again increased, employees are to be returned to work in reverse order in which they are laid off during the layoff process. Full-time employees shall be given preference over part-time employees for available work, and no part-time employee will be given work unless all regular full-time Screeners are working.
- d) Any employee promoted to any position outside the bargaining unit, and at a later date proves to be unsatisfactory for any such position, or there is a reduction in staff of the department, may be reinstated to his/her former position without loss of seniority, or accrued seniority, provided this occurs within one hundred and eighty (180) calendar days of the promotion.
- 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.

Any employee wishing to protest seniority must do so within thirty (30) calendar days of the posting of the seniority lists.

Part-time seniority shall not be credited towards full-time seniority.

- f) **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 CATSA Certification following which the Probationary Period will continue for up to seventy-five (75) calendar days. The Probationary Period will be extended by an equivalent number of calendar days of any absence by the employee.

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

- a) The calendar week shall be from 12:01 a.m. Sunday to midnight the following Saturday.
- b) Full-time employees will be scheduled to work an average of forty (40) hours per week comprised of eight (8) or ten (10) hours per day. Any hours worked over the scheduled day will be paid at the overtime rate. The hours of work scheduled shall not be less than eight (8) hours per day.

Shift Bid – Approximately two (2) times per a year, the Employer will determine appropriate manpower and customer requirements. The Employer will work in conjunction with a Union shift committee, chosen by the Union, to build a schedule that meets the requirements driven by the schedules of the airlines operating into Grande Prairie. Shifts will be constructed with consecutive days off and as many forty (40) hour shift blocks will be created from available hours. Shift schedules will be posted for seven (7) calendar days, after which a shift bid will be held. The shifts will be bid in employee seniority order within each classification as provided for in Article 14 (j). The new shifts will be implemented on the second Sunday, but not less than fourteen (14) calendar days, following the end of the shift bid.

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

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

- c) 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 x) rates of pay, and all time worked on a subsequent second or third consecutive day off, shall be at double time (2x) rates of pay. This is based on completing a regular work week.
- If any employee is required to work more than seven (7) consecutive days, he/she shall be paid the applicable overtime rates regardless of the calendar week.
- d) Any employee called out after his/her working day has been completed shall be paid a minimum of four (4) hours pay at the applicable overtime rate of pay.
- e) When an employee is called to work on one of his/her days off, he/she shall receive a minimum of four (4) hours pay at the applicable overtime rate of pay.
- f) Employees will be given eight (8) hours free from duty on any shift change, and where an employee has his/her shift changed and he/she receives less than the eight (8) hours free from duty, he/she will receive overtime at the overtime rate shown herein for each fifteen (15) minutes unit that he/she is short of his/her eight (8) hours.
- g) 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.



- h) All employees may be required to work overtime, all of which shall be voluntary, and awarded in order of seniority. No employee will be allowed to sign up for, or work, overtime shifts while on vacation.

Employees who do not wish to be contacted for overtime calls, at their request, will be placed on a “do not call” list. Employees must submit their request in writing to the employer to be placed on such list. Request will be implemented within seven (7) days. If an employee wishes to be eligible for overtime and removed from the list, the request will be submitted as outlined herein. There will be an AM and PM list.

- i) When an employee meets with an accident at work which hampers him/her from the normal performance of duties, he/she shall be paid a full day's wages for the day of the accident.
- j) The Employer agrees to allow employees to arrange shift swaps 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 swap request(s) and respond to the affected employee(s).
- k) Any employee working three (3) hours of overtime, beyond their regular shift will receive a meal credit with a value of fifteen dollars (\$15.00) provided by the Employer.
- l) **Breaks** - an eight (8) hour shift will include two (2) fifteen (15) minute paid coffee breaks, and one (1) one-half (1/2) hour paid meal break. Breaks will not be given within the first (1<sup>st</sup>) hour of the shift start time, unless mutually agreed.

Employees who work five (5) hours or more, but less than eight (8) hours, will receive one (1) – thirty (30) minute paid break.

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

- a) Permanent part-time employees shall be offered, in seniority order, all available part-time work. Permanent part-time employees shall work no less than twenty (20) scheduled hours per week, and no more than thirty-two (32) 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) **Bidding Process** - Bidding on work schedules shall be based on seniority within the Permanent Part-time classification. The Employer shall post the Permanent Part-time work schedule for bidding by the tenth (10<sup>th</sup>) day of the preceding month, for all work available, and shall be open for bidding for ten (10) days, during which time the employees shall submit their preference in writing. The Employer shall post the final schedule by the twenty-fifth (25<sup>th</sup>) day of the month.
- e) Full-time employees who wish to change their status to Part-time, and Part-time employees who wish to change their status to Full-time will make their request in writing to the Employer with a copy to the local Union. Such requests will be actioned in seniority order prior to vacancies in the requested status being filled by new employees. Employees changing status under this provision will maintain their start date for the purposes of vacation accrual and entitlement, however their seniority date will be adjusted to be effective with their first day on the payroll in the new status.

## **ARTICLE NO. 19 - 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. 20 - 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. 21 - 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 dependents 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 enroll employees, forward complete forms and/or remit premiums on the due date [being the twentieth (20<sup>th</sup>) day of each month], to the trustees, will cause the Employer to be liable for any claim arising thereof.
- d) It shall be the Union's responsibility to supply all necessary enrollment forms to the Employer.
- e) The Employer shall remit the premiums to the Administrator as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees' responsibility, after receipt of the premiums, to distribute same to the applicable insurance underwriters.
- f) The cost of the Health and Welfare Plan will be paid for by the Company, for full time employees as follows:

The cost of the Plan, excluding Short Term and Long Term Disability coverage, 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 (including Short Term and Long Term Disability coverage) 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.

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

- g) All existing Permanent part-time employees will have the same Prairie Teamsters Health and Welfare Plan (excluding Short Term and Long Term Disability coverage); however will share the cost of the Plan on a seventy percent (70%) Employer – thirty percent (30%) employee basis. Permanent Part time employees or full time employees reduced to part time status after the date of ratification will not be entitled to Short term and Long term disability coverage.
- h) Alberta Health & Wellness coverage for all full-time employees will be paid as follows:  
  
Fifty percent (50%) by the Employer and fifty percent (50%) by the employee, for all full-time employees who have reached Level 3 CATSA Certification and have completed three (3) calendar years of service.
- i) 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.
- j) The Employer will pay for all medical examinations required by the Employer with the exception of the initial medical exams required by Transport Canada at the entry level, or processing, stage of the trainee.
- k) Full-time employees who have attained Level 3 CATSA Certification and have completed one (1) calendar year of service, will accrue sick days based upon three point zero seven percent (3.07%) of the employees regular hours worked to give full-time employees the equivalent of eight (8) sick days per year.  
  
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.
- l) Upon presentation of a receipt, the Employer will reimburse twenty-five dollars (\$25.00) per year for a flu shot and for Hepatitis vaccinations.

**ARTICLE NO. 22 - WAGE RATES**

In the pay period following advice of ratification

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$21.15				
Level 2	\$22.41				
		\$23.66	\$24.09	\$24.54	\$24.96
TL Premium Rate	\$28.08				
Hours of Service		0 - 2080	2081 - 4160	4161 - 6240	6241 +

April 1, 2020

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$21.47				
Level 2	\$22.75				
		\$24.02	\$24.45	\$24.91	\$25.33
TL Premium Rate	\$28.50				
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	\$21.79				
Level 2	\$23.09				
		\$24.38	\$24.82	\$25.28	\$25.71
TL Premium Rate	\$28.93				
Hours of Service		0 - 2080	2081 - 4160	4161 - 6240	6241 +

April 1, 2022

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$22.07				
Level 2	\$23.38				
		\$24.68	\$25.13	\$25.60	\$26.04
TL Premium Rate	\$29.29				
Hours of Service		0 - 2080	2081 - 4160	4161 - 6240	6241 +

A lump sum payment of four hundred dollars (\$400.00) for Full-time employees and two hundred dollars (\$200.00) for Part-time and casual employees, thirty (30) days after ratification date.

Another lump sum payment of four hundred dollars (\$400.00) for Full-time employees and two hundred dollars (\$200.00) for Part-time and casual employees will be paid on April 1<sup>st</sup>, 2020.

For those employees on probation at the time of ratification (including current Pre-Cert employees), the foregoing lump sum will be paid within thirty (30) calendar days of their successful completion of probation.

Level 4, HBS classification - should additional premium or hourly increases be provided by CATSA, they will be implemented into this Agreement.

Team Leader Wage Rate - Team Leaders will receive an hourly salary rate equal to the maximum hourly rate for Screening Officers for the applicable time period, plus twelve and one-half percent (12 ½%). The Team Leader wage rate will be paid when a Screening Officer is requested by Management to assist in the Team Leader capacity for more than one-half (1/2) hour and will be paid in one-half (1/2) hour increments.

#### **ARTICLE NO. 23 - SEPARATION OF EMPLOYMENT**

- a) If an employee is terminated, or quits, he shall receive his final pay cheque including all monies owing to him, subject to Article No. 8(c), by his next regular payday.
- b) The Employer shall give a Record of Employment (ROE) Certificate to any employee who separates from employment of at least seven (7) days, for any reason, within seven (7) days of the last day worked or terminated.
- c) This Article shall not apply where an employee has failed to surrender all necessary documents and material(s) issued to him/her by the Employer, in good condition notwithstanding normal wear and tear. In such event, the Employer may require such employee to pay for any item willfully destroyed, mutilated or not returned before final payment of salary is made, subject to the Payment of Wages Act.

#### **ARTICLE NO. 24 - 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. 25 - 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. 26 - PARKING ALLOWANCE**

- a) The Employer shall pay one hundred percent (100%) of the cost of staff parking for employees at the Grande Prairie Airport with a Company Service Date prior to January 1, 2016.

For employees hired January 1, 2016 or later, the Employer will pay fifty percent (50%) of the cost of staff parking.

#### **ARTICLE NO. 27 - 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.
- b) 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 - 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 - STRIKES and PICKET LINES**

- a) There shall be no strikes, work stoppages, job action or lockouts, under this Agreement, excepting those 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 client'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 - PENSION PLAN**

- a) Effective April 1<sup>st</sup>, 2019, the Employer will contribute one dollar and one cent (\$1.01) per hour for each hour worked for all employees who have attained a Level 3 CATSA Certification to the Prairie Teamsters Pension Plan.

Effective April 1<sup>st</sup>, 2020, the Employer will contribute one dollar and six cents (\$1.06) per hour for each hour worked for all employees who have attained a Level 3 CATSA Certification.

Effective April 1<sup>st</sup>, 2021, the Employer will contribute one dollar and eleven cents (\$1.11) per hour for each hour worked for all employees who have attained a Level 3 CATSA Certification.

Effective April 1<sup>st</sup>, 2022, the Employer will contribute one dollar and sixteen cents (\$1.16) 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. 31 – 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. 32 – 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.

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

**ON BEHALF OF THE EMPLOYER:**

Garda Security Screening Inc.  
Grande Prairie 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.**  
**Grande Prairie, Alberta**  
(Herein referred to as the 'Employer')

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

**RE SHIFT TRADE AND GIVE AWAY PROCEDURES**

The Parties hereto agree that:

1. Shift trades must be completed on the form supplied, legible and in full.
2. Shift trades will be accepted up to seventy-two (72) hours prior to the start of the shift. (Urgent exceptions may be approved on a case-by-case basis by a Check Point Manager or designate.)
3. Both parties must sign the shift trade form.
4. Both parties must ensure that the shift trade has been approved by a Check Point Manager or designate.
5. Employees who give their shift away will NOT be eligible for overtime that day.
6. Shift Trades and Give Aways are paid at straight time and do not count towards maximum hours per day or the forty (40) hours regular week.
7. Overtime is only paid out on a shift trade or give away when the employee is requested to stay for additional hours by the Employer and the hours exceed the normal length of the shift the employee accepted to work.
8. Shift trades cannot be combined with other trades. i.e. no three-way or more trades are permitted.
9. Shift trades are intended to help employees have flexibility to deal with short-term schedule demands. They cannot be used to create extended periods where the employee is away from work.
10. Any employee will be allowed to Give Away a maximum of twenty-five percent (25%) of their scheduled shifts in any eight (8) week period. One time during every calendar year, this amount will be increased to fifty percent (50%) of their scheduled shifts during an eight (8) week period.

Note: This does not include hours traded or exchanged.

**LETTER OF UNDERSTANDING #1 (Continued)**

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

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

**ON BEHALF OF THE EMPLOYER:**

Garda Security Screening Inc.  
Grande Prairie 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 #2

**BETWEEN: GARDA SECURITY SCREENING INC.**  
**Grande Prairie, 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 #2 (Continued)**

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

**ON BEHALF OF THE EMPLOYER:**

Garda Security Screening Inc.  
Grande Prairie 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 #3**

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

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

**RE: ARTICLE 17 – HOURS OF WORK AND OVERTIME**

The Parties here to agree to the following:

- The Employer shall have the right to revise shifts by not more than two (2) hours at any time to meet airline scheduling changes and customer work requirements. Should only a certain number of employees be required to revise their shift times, the Employer will endeavour to accomplish this on a volunteer basis in seniority order. If there are insufficient volunteers from the affected shifts the revised shifts will be assigned in reverse order of seniority. The Employer will provide a minimum of fourteen (14) calendar days' notice to the affected individuals.

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

**ON BEHALF OF THE EMPLOYER:**  
Garda Security Screening Inc.  
Grande Prairie Airport

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

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

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Pei Vanden Brink, Business Agent

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

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

**LETTER OF UNDERSTANDING #4**

**BETWEEN: GARDA SECURITY SCREENING INC.**  
**Grande Prairie, 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. Once a Pre Cert Employee vacates a shift line, that shift line will be removed from the shift plan.
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. 21 – Health and Welfare Plan
  - d. Article No. 30 – Pension Plan
  - e. LOU #1 – Shift Trades and Giveaways – except approved by CPM

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

**ON BEHALF OF THE EMPLOYER:**

Garda Security Screening Inc.  
Grande Prairie Airport

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

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

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362

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

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

**LETTER OF UNDERSTANDING #5**

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

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

**RE: CASUAL EMPLOYEES**

It is understood that the current practice of employing on-call casual employees will continue for these two (2) individuals only; John Miller and Riley Funk.

It is also understood that the employer will no longer be hiring on-call casual employees as of the date of ratification of this document.

**ARTICLE NO. 19 – ON-CALL CASUAL EMPLOYEES**

- a) An On-Call Casual employee will be offered work on an ad hoc basis to cover the following:
  - 1. Illness and injury
  - 2. Periodic training requirements
  - 3. Cover shifts not covered by Full-time or Permanent Part-time employees or
  - 4. Covering contingency staff requirements arising out of irregular operational situations
- b) An On-Call Casual employee will be held on a separate list
- c) There is a requirement that On-Call Casuals will be available for work on a regular basis. 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.
- d) Vacation pay will be given as per the Canada Labour Code.
- e) The following clauses in the Collective Agreement do not apply to the On-Call Casual employees:
  - 1. Article No. 14 – Vacations
  - 2. Article No. 16 (a) – Seniority
  - 3. Article No. 21 – Health and Welfare Plan
  - 4. Article No. 30 – Pension Plan
  - 5. LOU #1 – Shift Trades and Giveaways – except approved by CPM

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

**ON BEHALF OF THE EMPLOYER:**  
Garda Security Screening Inc.  
Grande Prairie Airport

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

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Shawn Blakeney  
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