

THIS AGREEMENT ENTERED INTO THE 11th DAY OF APRIL, 2019

COLLECTIVE AGREEMENT

BETWEEN:

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

AND:

GENERAL TEAMSTERS, LOCAL LOCAL UNION NO. 362
(hereinafter referred to as the "Local 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, of all employees of Garda Security Screening Inc., located at the Lethbridge Regional Airport engaged in the security screening of passengers, non-passengers, vehicles and baggage, excluding Supervisors and those above the rank of Supervisor, as per CIRB Order 11321-U .
- b) This Agreement will cover all employees, as defined in (a) above, employed by the Employer at the Lethbridge Regional Airport.
- c) The Employer recognizes General Teamsters Local Union No. 362 as the exclusive representative for the purpose of collective bargaining for all employees in the classification of Screeners.
- d) The term "employee" as used in this Agreement, will apply to any person performing work in any job which is covered by the Certificate and this Agreement. There will only be two (2) categories under this Agreement, namely Screening Officers and Team Leaders. Should any other category become necessary within the bargaining unit, and there is no classification or wage rate contained in this Agreement for the job category, then the Local Union and the Employer will immediately negotiate a classification and wage rate for that category. Should the Parties fail to agree, the matter will be referred to a neutral Arbitrator as provided for in this Agreement.
- e) All work within the bargaining unit will be performed only by those persons coming within the bargaining unit who are members of the Local Union, as prescribed herein, or who are eligible to become members under Article No. 3 herein, except in the case of training, to maintain required certifications, or in the event of unforeseen circumstances beyond the control of the Employer, providing it does not deprive bargaining unit members work.

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

- f) Definitions
 - 1. The Team Leader, including the Relief Team Leader, Hold Baggage Screening (HBS) Specialist, and Training Specialist, is a full time or part-time employee as described below. Where designated by the Employer to perform the Team Leader function at a Passenger Screening Point, the Team Leader's prime role will be to direct the work force and does not have the right to hire, fire or discipline. Relief Team Leaders 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. [REDACTED].
 - 3. A 'Permanent Part-time Employee' is an employee who holds a position on a continuous basis, in accordance with Article No. [REDACTED].
 - 4. 'Start Date' will be the first day on payroll with the employer and 'Seniority Date' will be the first day on payroll at the Lethbridge Regional Airport.

ARTICLE NO. 2 - DURATION OF AGREEMENT

- a) This Agreement will be in full force and effect from and including date of ratification up to and including March 31, 2023 and will 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 will thereafter continue in full force and effect until the Local Union will give notice of Strike, and such Strike has been implemented, or the Employer will give notice of Lockout, and such Lockout has been implemented, or the Parties will conclude a renewal or revision of the Agreement, or a new Collective Agreement.
- c) The expiration date of the Agreement will be deemed to be the day immediately preceding the implementation of a Strike by the Local Union, or the implementation of a Lockout by the Employer.

ARTICLE NO. 3 - LOCAL UNION SECURITY

- a) The Local Union recognizes the right of the Employer to hire whomever they choose, subject to the seniority provisions contained herein. The Employer will, however, give the Local Union an opportunity to refer suitable applicants for employment.
- b) The Local Local Union will supply the Employer with application forms for Local Union Membership and Dues Deduction. When new employees are hired, the Employer will have such new employees complete the required Local Union Application for Membership cards during their initial indoctrination process and forward same without delay to the Local Union Office.
- c) All employees will be required to become and remain a member in good standing of the Local Union consistent with the Teamsters Local Union 362 Constitution and/or By-Laws, as a condition of employment with the Employer.

ARTICLE NO. 4 - DEDUCTION of LOCAL UNION DUES

- a) The Employer will, no later than the twentieth (20th) day of each month, remit to the Local Union a list containing the names of all employees who have left their employ since the previous checkoff was remitted, in addition to the names of all new employees hired during the preceding checkoff month. The Local Union will then immediately send the Employer a current checkoff list based on the information supplied by the Employer.
- b) Fifteen (15) days after an employee commences employment, they will have an amount equivalent to the monthly dues of the Local Union deducted from their wages, and that amount, along with the employee's name, will be added to the Local Union checkoff, before same is mailed to the Local 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 will be in increments of fifty dollars (\$50.00) per month 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, Local Union Dues, and fines and/or assessments, which may be levied by the Union in accordance with the Local Union's Constitution and/or By-Laws.

- d) The Employer will 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 Local Union's By-Laws, owing by the said employees hereunder to the said Local Union. Monies deducted during any month will 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 will 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 Local Union will forward all authorization forms to the Employer. It will be the responsibility of the Employer to take proper and due care of all authorization forms sent to the Employer by the Local Union.
- d) At the beginning of each year, the Employer will provide a schedule to all employees detailing the pay periods in which Local Union dues will be deducted.

ARTICLE NO. 5 - MANAGEMENT RIGHTS

- a) Unless expressly limited or addressed by this agreement, the Employer retains the right to manage all aspects of the operation including but not limited to, direct the working force, the operations, hire, promote, demote, discipline and terminate employees for just cause and consistent with the current Collective Agreement.
- b) The Local 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 will not be inconsistent with this Agreement. A copy of all rules and regulations will be given to the Union Stewards and to the employees and a copy will be posted in the lunchroom. The employee will sign a confirmation that a copy of the Employer's rules and regulations was received, and that their meaning is understood. The Employer will post notices of changes to the rules and regulations at least seven (7) days prior to implementation and will notify the Union Stewards at least forty-eight (48) hours in advance of posting notices.

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

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

- a) The Employer will allow time off work, without pay, to any employee who is serving as a Local 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 will lose their job or be discriminated against for so acting.
- b) During an authorized, unpaid Leave of Absence, an employee will 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 Local Union Office, may, if approved by the Employer, be granted an unpaid Leave of Absence in writing with a copy to the Local Union Office, for a period of up to thirty (30) calendar days. Under such unpaid Leave, the employee will retain and accrue seniority only. Such requests for Leave of Absence will not be unreasonably denied.
- d) Such Leave may be extended for an additional period of up to thirty (30) calendar days, without pay, when approved by both the Employer in writing, with a copy to the Local Union Office, and seniority will accrue during such extension. Such request for extension must be made in writing at least (7) days prior to the expiration of the original leave.

- e) Any employee hereunder on an unpaid Leave of Absence engaged in gainful employment without prior written permission from both the Employer and the Local Union will forfeit his/her seniority rights and his/her name will be stricken from the Seniority List, and he/she will no longer be considered an employee of the Employer.
- f) An employee requesting an unpaid Compassionate Leave will be given special consideration, and may be required to substantiate the reason for such Leave, prior to returning to work. Any violation of this provision will be subject to disciplinary action.
- g) An employee who goes to work for the Local Union which represents the employee in his/her bargaining unit, may apply for an unpaid Leave of Absence from the employer for a period not to exceed one (1) calendar year. Such Leave will not be unduly withheld, and when granted, the Employer will do so in writing, with a copy to the Local Union Office. The employee will continue to accrue seniority during such Leave. At the expiration of the one (1) calendar year, the employee must return to his/her former position or relinquish all seniority rights with the Employer.
- h) Employees must file a request for Leave of Absence, at least ten (10) working days in advance, and the Employer must reply to the said Leave of Absence within five (5) working days of the request.
- i) When an employee suffers an injury or illness which requires his/her absence, they will report the fact to the Employer as soon as possible but not less than one (1) hour prior to their actual starting time, so that adequate replacement may be made, if necessary. Repeated failure to comply will result in disciplinary action being taken by the Employer.
- j) Employees must keep the Employer notified of their correct address and phone number at all times.
- k) **Bereavement Leave** - In the case of death in the immediate family, (mother, father, spouse, common-law spouse, children, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step children, step parents, grandchildren, grandparents and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides) upon notification to the Employer, the affected employee will be granted four (4) days Leave of Absence with pay. The Employer will grant an additional leave of absence of seven (7) consecutive days without pay to attend the funeral if the funeral occurs outside a seven hundred kilometers (700 kms) radius of the employee's normal work location.

Proof of death may be required, if requested by management. The Employer will not require any person already on bereavement leave to report for work during the bereavement period. If an employee is notified of a death in his immediate family while working, he/she will 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 will be granted up to five (5) consecutive days' Leave of Absence without pay.

- l) **Jury Duty** - All time lost by an employee on his regular work day due to necessary attendance on any court proceedings where subpoenaed as a witness or juror, will be paid for at the rate of pay applicable to said employee. Once an employee is released from witness duty, he/she will 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 will 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 will be changed to avoid payment as set out above.

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

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

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

- n) **Paternity Leave** - an employee whose partner has given birth will be granted two (2) days of paid Paternity Leave at the time of birth of the child, or on the date when the child is brought home. Upon request, an employee will be granted an additional three (3) days Leave without pay to be taken in conjunction with the foregoing.
- o) **Marriage Leave** - The Employer will 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 will 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.

ARTICLE NO. 7 - SHOP STEWARDS

- a) The Local Union will appoint or elect Shop Stewards from Employees who have completed their probationary period and will notify the Employer in writing of the appointment or election. The Employer will only recognize such Shop Stewards when notified in writing by the Union, and will not discriminate against them for lawful Union activity.
- b) The Union will supply to Management on or about each January 1, a list of the employees acting as Shop Stewards.
- 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 Local Union Office prior to the discipline 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. This Orientation will occur at a time mutually agreed between the Employer and the Local Union during the employees' initial training.

ARTICLE NO. 8 - UNIFORMS and MISCELLANEOUS

- a) All uniforms, when supplied by the Employer, will be without cost to the employee.
- b) Upon termination of employment, the employee is required to return all pieces of the uniform which bear an external logo. The cost of uniform items not returned will be subject to Article [REDACTED].

- 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, will bring this to the attention of Management, who will coordinate with the Uniform supplier for all required alterations. In the event the uniform supplier is unable to provide a shoe size required by an employee, the Employer, upon presentation of a receipt for purchase, will reimburse the employee up to one hundred dollars (\$100.00) for the appropriate size shoe. The applicable points will be deducted from the employee's uniform entitlement as if they had purchased the shoes through the uniform supplier.

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 will 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, will 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 will 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 will 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 will not use any leasing device to a third party to evade this Collective Agreement. The Employer will 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 will be in writing, with copy to the Local Union Office, 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 will 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 will be as follows:

STEP 1: Any grievance of an employee will first be taken up between such employee and a Check Point Manager (CPM). However, such employee will be entitled to be accompanied by a Shop Steward of his or her choice or a Local Union Representative.

Time limit to institute grievance:

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

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

STEP 2: Failing settlement under Step 1, the grieving party will reduce his/her grievance to writing stating the Article(s) alleged to have been violated, such grievance will 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 Local Union and the Employer providing for an extension of time, Step 2 must be completed within ten (10) days (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 1.

STEP 3: Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of a kind that is subject to Steps 1 and 2, will be referred to and taken up between two (2) Local Union representatives selected by the Local 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 Local 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 will be requested to hand down his decision within thirty (30) calendar days following completion of the hearing and his decision will be final and binding on the two parties of the dispute.

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

The Grievance Panel will 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 will be final and binding upon the parties, and will have the same effect as a decision rendered by an Arbitrator. Decisions of the Grievance Panel will 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 Local Union.

ARTICLE NO. 12 – DISCIPLINE

- a) When 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 their request, their choice of an available representative of the Local Union in attendance. The employee and the Local 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. Where the possibility of discipline relies on CCTV footage, the employee and the Shop Steward will have access to view the footage in question. In those cases where the employee declines to have a representative of the Local Union in attendance, the Employer will notify the Local Business Representative.
- c) An employee will receive a copy of any disciplinary record placed on his/her file, including reprimands, with a copy to the Local 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) The severity of the discipline will be determined by the Employer, including consideration of the circumstances of the case and the seriousness of the incident. Progressive discipline will normally include, but not be limited to, the following steps:
 - 1. Verbal (confirmed in writing)
 - 2. Written
 - 3. One (1) day suspension
 - 4. Three (3) day suspension
 - 5. Five (5) day suspension
 - 6. Termination
- e) 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 will be paid on a definite bi-weekly basis, and dates will not be altered without consent of the Local Union Office.
- b) The Employer will provide every employee covered by this Agreement with an itemized statement in respect of all wage payments made to such employee. Such statement will set forth the total hours worked, the total overtime hours worked, either time and one-half (1½x) or double (2x) time, the rate of wages applicable, pension contributions, grievance settlements, and all deductions made from the gross amount of wages.

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, will 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.

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

ARTICLE NO. 14 - ANNUAL VACATION

- a) Vacations will be granted on the basis of calendar years of service with the Employer. A calendar year will be from January 1st to December 31st of each year.
1. For existing employees who were on payroll as of [REDACTED], January 1st of the year in which they commenced employment will be their anniversary date for accumulating calendar years of service for vacation entitlement purposes only. For employees who commenced employment after [REDACTED], they will have their anniversary date for vacation entitlement purposes only as per 3. below and will have their vacation entitlement for the year of [REDACTED] as per 4. below.

Existing employees will be granted their full allotment of annual vacation for [REDACTED] based on their calendar years of service.
 2. New employees commencing employment with the Employer between the dates of [REDACTED], will have January 1st, in the year in which employment commenced, as their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
 3. New employees commencing employment with the Employer between the dates of July 1st and December 31st will have January 1, in the year following commencement of employment, for their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
 4. In the first year of employment, employees will be credited with one (1) day of vacation for each month of employment, to a maximum of two (2) weeks during that calendar year. Such vacation is to be taken within the period of January 1st through to December 31st of the next year. Vacation will be four percent (4%) of the gross wages paid that employee in the portion of the year worked.
- b) Employees who have previously completed or subsequently complete one (1) calendar year as an employee will 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.
- c) Employees who have previously completed or subsequently complete three (3) years continuous service and thereafter, as an employee will 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.
- d) Employees who have previously completed or subsequently complete seven (7) years continuous service and thereafter, as an employee will 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.
- e) Employees who have previously completed or subsequently complete eleven (11) years continuous service and thereafter, as an employee will 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.
- f) Employees will not be called out to work during their schedule week(s) of vacation. The vacation week will be considered seven consecutive (7) days according to the employees work schedule.

- g) Should a General Holiday occur while an employee is on vacation, the employee will receive another day off with pay, in lieu of said General Holiday.

The scheduling of said day off will be subject to Article 14 (j) and should the hours of work be more than eight (8) hours, the affected employees will receive the extra hours pay at his applicable hourly rate.

- h) Vacation lists will be posted on September 15th, of the previous year in which it is to be taken. Employees will designate their choice of vacation, in order of seniority, by November 15th of the same year. In the event an employee fails to designate their choice of vacation by the bid deadline, i.e. November 15th, vacation time for said employee will be allocated at the discretion of the Employer. The Employer will post the completed vacation schedule by December 1st of the previous year and it will remain posted for the vacation year.

- i) 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.

- j) Total number of employees working who may be off on vacation at one time:

1-10	1 Employee off
11-20	2 Employees off
21-30	3 Employees off

- k) 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.

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

- l) The Employer will pay vacation pay through payroll deposit on the regular payday as if the employee had worked, or the employee may request vacation pay be paid on the regular payday immediately preceding the commencement of the vacation, with two (2) weeks written notice to the employer prior to such payday.

- m) The Employer will 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 will include all overtime payments, commissions or anything of a monetary value on which the employee has to pay income tax.

ARTICLE NO. 15 - GENERAL HOLIDAYS

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

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

- b) Each full-time employee will 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) their 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 will be that all hours actually worked on the General Holiday, between 12:01 and 12:00 midnight, will be considered as worked on a General Holiday for each individual employee.
- f) A full-time employee required to work on a General Holiday which otherwise would have been that employee's day off, or who for any other reason would have been receiving overtime rates for that day, will in addition to b) and d) be paid an additional straight time rate for each hour worked on the General Holiday.

ARTICLE NO. 16 - SENIORITY and PROMOTIONS

- a) For the purpose of this Agreement, the Employer will recognize the existing seniority ranking and hours worked of the former Employer's employees for the purposes of wage rate and vacation.
- b) Strict seniority will prevail at all times, subject to the particular employee(s) being qualified for any work which is to be done. Seniority shall be based from the first day on payroll at the Lethbridge Airport.
- c) Should two or more persons have the same start date, the seniority ranking for that group of employees shall be by random draw.
- d) Any employee promoted to any position outside the bargaining unit, and at a later date proves to be unsatisfactory for any such position, or there is a reduction in staff of the department, or if the employee wishes not to accept such position, may be reinstated to his/her former position without loss of seniority, or accrued seniority, provided this occurs within one hundred and eighty (180) calendar days of the promotion, providing they continue paying dues. Any persons who use this clause to return to the bargaining unit, for whatever reason, will be restricted from bidding positions outside the unit for a period of one hundred and eighty (180) calendar days.
- e) The Employer will provide the Local Union Office 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 will also post a copy of the seniority list at the site. The Employer shall add any new employees and delete those whose employment is terminated.
- f) Any employee wishing to protest seniority must do so within thirty (30) calendar days of the posting of the seniority lists.

- g) Part-time seniority will not be credited towards full-time seniority.
- h) Probation: Due to the nature of the Employers' business, new employees will be required to serve a probationary period during which time the Employer will have the right to determine the suitability of the employee for continued employment. The employee will be required to successfully complete Screening Officer training and obtain Level 3 CASTA Certification following which the Probationary Period will continue for up to seventy-five (75) calendar days. The Probationary Period will be extended by an equivalent number of calendar days of any absence by the employee.
- i) Any employee of the Company transferring into the Bargaining Unit will be considered as a new employee and will be added to the bottom of the seniority list in the classification to which they are transferring. The seniority date will be the first date worked at the Lethbridge Regional Airport. The only seniority that will be transferred will be Company seniority for the sole purpose of vacation entitlement for continued years of service.
- j) When there are training class vacancies available, a notice of such vacancies will be posted as far in advance as possible. The deadline for acceptance of applications will be no less than ten (10) days (exclusive of Saturdays, Sundays, and General Holidays) after the posting. Training class vacancies will be filled in order of seniority and based on operational requirements.
- k) When there are vacancies for Training Specialists (TSs) the Employer will post the vacancies and accept applications and award the positions in order to Level 3.4 Screening Officers, Level 3.3 Screening Officers, then Level 3.2 Screening Officers and lastly Level 3.1 Screening Officers. Such postings will include a description of responsibilities as well as skills and abilities required for the positions. Following Certification, new Training Specialists will serve a ninety (90) day probationary period in their new position. In the event that the employee is absent for thirty (30) calendar days or more, the probationary period will be extended by the equivalent number of days of the absence. During this time, if he/she proves to be unsatisfactory for the position or if the employee wishes not to accept such position, he/she shall be returned to their previous classification.

ARTICLE NO. 17 - HOURS OF WORK

- a) The calendar week will be from 12:01 a.m. Sunday to midnight the following Saturday.
- b) Full-time employees shall receive the maximum amount of scheduled hours up to forty (40) hours per week based on seniority. Shifts will be comprised of either eight (8) or ten (10) hours per day. The hours of work will not be less than eight (8) consecutive hours per day. Shifts will be constructed with consecutive days off, and there will be at least two (2) consecutive days off in any shift schedule. All hours worked over the scheduled day or over forty (40) hours per week shall be paid at the applicable overtime rate.
- c) 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 of pay. Overtime will be paid in minimum fifteen (15) minute increments.
- d) Shift Bid – At appropriate times, approximately two (2) times a year, the Employer will determine appropriate manpower and customer requirements. The Employer will work in conjunction with a Union shift committee to build a schedule that is driven to fulfill the airlines operating schedule and requirements. Shift schedules will be posted for seven (7) calendar days, after which a shift bid will be held. Seniority by classification will prevail for purpose of bidding. The new shifts will be implemented on the second Sunday, but not less than fourteen (14) calendar days, following the end of the shift bid.

- e) Bidding Process: All employees who are available for full time work will bid, in order of seniority, on all available full time shifts. Employees who bid on full time shifts will work the full time shift. (No shift adjustments).
- f) The Employer will post work schedules at least ten (10) days in advance of the work schedule. Such posting will also include shifts that have become available through additional hours to meet customer requirements and vacancies. Such shifts will be made available in order of seniority to part-time Screening Officers on their regular days off who wish to add hours to their work schedule up to forty (40) hours.

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.

- g) 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.

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.

- h) Any employee called out after his/her working day has been completed will 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) When an employee is called to work on one of his/her days off, he/she shall receive a minimum of four (4) hours pay at the applicable overtime rate of pay. Should the employee volunteer to leave early, he/she will be paid only for the time worked.
- j) 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.
- k) All employees may be required to work overtime, all of which will be voluntary, and awarded in order of seniority and certification. Notwithstanding the preceding, it is understood that the Employer may require Employees to stay beyond the end of their regular shift if a service failure is imminent and the employer does not have time to contact off site Employees. Such operational overtime will be offered in seniority order with as much notice as possible to all qualified Employees. If there are insufficient volunteers, Employees may be forced to work the overtime in reverse order of seniority. Operational overtime required before the start of a shift will be offered in order of seniority on a voluntary basis. No employee will be allowed to work, overtime shifts while on vacation.

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

All overtime will be paid at the employee's overtime rate of pay.

- l) Any employee working three (3) hours of overtime beyond their regular shift will receive an overtime meal credit of fifteen dollars (\$15.00).
- m) All hours worked before and after a scheduled shift will be considered operational overtime, and will be paid at the applicable overtime rate of pay.
- n) Vacation days, including day in lieu for a Statutory Holiday falling during the employee vacation will be counted as regular scheduled days worked.

- o) 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). Every reasonable effort will be made to accommodate short notice requests if circumstances permit it.
- p) When an employee meets with an accident at work which hampers him/her from the normal performance of duties, he/she will be paid a full days' wages for the day of the accident.
- q) Breaks – An eight (8) hour shift will include two (2) fifteen (15) minute paid coffee breaks and one (1) one-half (1/2) hour unpaid meal break. A ten (10) hour shift will be given an additional thirty (30) minute break. In the event a break is not given at the proper time to break up the day, the employee will receive the break late and a straight time credit for the allotted break time to be paid.

ARTICLE NO. 18 - PERMANENT PART-TIME EMPLOYEES

- a) Permanent part-time employees will be offered, in seniority order, all available part-time work. Permanent part-time employees will be scheduled not more than four (4) days per week, comprised of 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, or except in a non-emergency situation. On-shift Permanent part-time employees can be offered to work available day-of shifts or hours in order of seniority and on a voluntary basis, up to the maximum of a non-overtime work week, without incurring overtime.
- 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 employee.
- c) Any hours worked over forty (40) hours a week or scheduled hours in a day by a part-time employee shall be considered overtime, as per Article 18, a) list above, those additional voluntary hours will not be considered operational overtime. Hours worked through shift trades/donates do not count towards the calculation of the forty (40) hour work week.
- d) **Bidding Process** – Bidding on work schedules will be based on seniority within the Permanent Part-time classification.
- e) Based on seniority, Permanent Part-time employees will be offered Full-time positions as they become available.
- f) The Employer will offer the opportunity to Full-time employees to move to Part-time prior to offering work to new employees. Seniority will be the deciding factor as to who would move to Part-time should positions be available. Should Full-time employees chose to go to Part-time, they will maintain their overall seniority for vacation.

They will be placed where their hire-date takes them on the Part-time seniority list. Should they want to return to Full-time status, they will be placed at the bottom of the Full-time seniority list when an opening occurs in Full-time.
- g) Bumping of shifts will not be allowed.
- h) It is understood and agreed that permanent part-time employees will have scheduled part-time shifts consisting of a minimum guarantee of not less than four (4) consecutive hours per shift.

ARTICLE NO. 19 - BONDING

- a) If at any time the Employer requires any employee hereunder to be bonded, it is agreed that the Employer will 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 will be a condition of employment that the employees qualify for and obtain a bond.
- b) If at any time the Employer, in accordance with its contractual obligations, requires any employee to obtain a Secret Level Clearance as defined through the Government of Canada Clearance Program, the Employer will assist the employee with the application process, which will be considered as time worked in accordance with Article 27 a). Where required, such successful application will be a condition of employment in the classification.

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 will 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 - SEPARATION OF EMPLOYMENT

- a) If an employee is terminated, discharged, or resigns, he will receive his final pay cheque including all monies owing to him, subject to Article No. 8 (d) by his next regular payday.
- b) The Employer will 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 will not apply where an employee has failed to surrender all necessary documents, uniforms (per CATSA policy) and material(s) issued to him/her by the Employer, in good condition notwithstanding normal wear and tear. In such event, the Employer may require such employee to pay for any item wilfully destroyed, mutilated or not returned before final payment of salary is made, subject to the Canada Labour Code.

ARTICLE NO. 22 - INSPECTION PRIVILEGES

- a) Authorized agents of the Local Union will, after requesting permission which will 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. 23 - RE-CERTIFICATION EVALUATIONS, EXTRA SKILLS or REQUIREMENTS

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

ARTICLE NO. 24 - HEALTH and WELFARE PLAN

- a) The Employer will provide a health and welfare plan for all employees.
- b) 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.
- c) 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 two point three zero percent (2.3%) of the employees regular hours worked to give full-time employees the equivalent of five (5) sick days per year.

Unused sick days will be paid out on March 31st of each year provided an employee maintains a minimum of forty (40) hours in their sick bank.

- d) 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. 25 – WAGE RATES

All basic wage rates in Article 25 will be increased as follows:

In the pay period following advice of ratification: 1.25%
 Effective First Pay Period in April 2020: 1.5%
 Effective First Pay Period in April 2021: 1.75%
 Effective First Pay Period in April 2022: 2%

Date of Ratification

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$18.16				
Level 2	\$19.40				
		\$20.62	\$21.07	\$21.51	\$21.93
TS Premium Rate	\$24.67				
Hours of Service		0 – 2080	2081 - 4160	4161 - 6240	6241+

1st Pay Period in April, 2020

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$18.44				
Level 2	\$19.69				
		\$20.93	\$21.39	\$21.83	\$22.26
TS Premium Rate	\$25.04				
Hours of Service		0 – 2080	2081 - 4160	4161 - 6240	6241+

1st Pay Period in April, 2021

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$18.76				
Level 2	\$20.04				
		\$21.30	\$21.76	\$22.21	\$22.65
TS Premium Rate	\$25.48				
Hours of Service		0 – 2080	2081 - 4160	4161 - 6240	6241+

1st Pay Period in April, 2022

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$19.13				
Level 2	\$20.44				
		\$21.73	\$22.20	\$22.65	\$23.10
TS Premium Rate	\$25.99				
Hours of Service		0 – 2080	2081 - 4160	4161 - 6240	6241+

A lump sum payment of four hundred dollars (\$400.00) for all employees will be paid to all active employees within thirty (30) calendar days of advice of ratification. 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.

ARTICLE NO. 26 - PENSION PLAN

- a) Effective the month following Ratification, the Employer will contribute twenty cents (\$0.20) per hour for each hour worked for all employees who have attained a Level 3 CATSA Certification.

Effective April 1, 2020, the Employer will contribute forty cents (\$0.40) per hour for each hour worked for all employees who have attained a Level 3 CATSA Certification.

Effective April 1, 2021, the Employer will contribute sixty cents (\$0.60) per hour for each hour worked for all employees who have attained a Level 3 CATSA Certification.

Effective April 1, 2022, the Employer will contribute one dollar (\$1.00) per hour for each hour worked for all employees who have attained a Level 3 CATSA Certification.

- b) Contributions and remittances referred to above will 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 will 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 Local 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. 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, will 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 will enter into immediate collective bargaining negotiations upon the request of the Local 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 will submit the dispute to the procedure as outlined in Article No. 11 - Grievance Procedure, herein.

ARTICLE NO. 28 - COMPENSATION COVERAGE

- a) The Employer will 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 will 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 will 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 – HEALTH AND SAFETY

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

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

- **Discrimination / Harassment Prohibited**

The Employer and the Local Union agree that discrimination and / or harassment of any employee because of sex, colour, national origin, religion, age, marital status, sexual orientation or disability is absolutely prohibited.

- **Sexual Harassment**

Sexual harassment means any deliberate and / or repeated, unwelcome behavior, comment, gesture or contact of a sexual nature that might, on reasonable grounds, be perceived by that employee as creating an uncomfortable working environment, or placing a condition of a sexual nature on employment or any opportunity for training or promotion.

- **Bullying**

Bullying is usually seen as acts or verbal comments that could “mentally” hurt or isolate a person in the workplace. Sometimes, bullying can involve negative physical contact as well. Bullying usually involves repeated incidents or a pattern of behavior that is intended to intimidate, offend, degrade or humiliate a particular person or group of people. It has also been described as the assertion of power through aggression. Unlikely to involve physical violence, it usually takes the form of psychological abuse. Often, verbal and strategic insults are intended to prevent targets from being successful in their job.

Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment based on any of the above categories. Action contravening this may constitute grounds for discipline up to and including termination.

- b) **Complaint Procedure**

Any complaint involving allegations of discrimination or harassment, as defined in Article 33, a) may be reported in confidence directly to the Site Manager or the Local Union. The complainant will fill out the harassment complaint form. Once a complaint(s) is brought forward, both the Employer and the Local Union must be made aware of the complaint in writing. A Local Union representative will be present while the complaint is investigated in a fair and impartial manner that protects the privacy interest of all involved – the accused offender as well as the complainant. The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures. The individual accused of harassment has the right to know and respond to all allegations. The Employer will take actions it considers appropriate to resolve the complaint.

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

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

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

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

- i) Not fewer than two (2) regular members, employed at the operation and experienced in the types of work carried on at the operation, and
- ii) Membership chosen by and representing the members and the Employer. In no case will the Employer's representatives outnumber those of the members, and
- iii) A Chairman and Secretary elected from and by the members of the committee. Where the Chairman is an Employer member the Secretary will be a Local Union member and vice versa, and
- iv) The Committee will meet at least nine (9) times a year at regular intervals and during regular working hours. Emergency meetings may be convened at any time, and
- v) The Employer will be responsible to print and post monthly meeting minutes.

d) Reporting Unsafe Conditions

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

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

e) All employees will co-operate in the strict observance of all safety regulations at all times.

They will make full use of all safety and accident prevention devices and equipment as provided and maintain safe working practices during their hours of employment within the Airport. It is the responsibility of the employees to observe all safety provisions and to immediately advise the Employer and the Health and Safety Committee Members of any unsafe working conditions.

f) The Employer agrees to maintain provisions for the safety of its employees during the hours of employment and to provide an accident prevention program with reference to accident hazards for the safety of employees. The Local Union members of the Health and Safety Committee will be selected by the Local Union.

Any outstanding matter relevant to safety conditions may be brought up and dealt with at a meeting between the Local Union and Employer should the matter not be resolved between the Health and Safety Committee and the Employer. The Employer agrees to adhere to all of the applicable requirements of Part II of the Canada Labour Code.

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

- h) Employees are required to report any workplace accident / injury to the Employer immediately. If as a result of a workplace injury / illness an employee will miss any time beyond the day on which the injury / illness occurs the employee must be seen by a doctor of his / her choice and provide the Employer with proof of same.

ARTICLE NO. 31 – LAWSUITS

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

ARTICLE NO. 32 – TECHNOLOGICAL CHANGE

- a) The Employer will notify the Local 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 Local Union without delay with a view to exploring ways to mitigate the impact of the technological change on affected employees. If no agreement can be reached, this will be subject to the grievance procedure outlined in Article 11.

ARTICLE NO. 33 – BULLETIN BOARDS AND DECALS

- a) The Employer will provide one Bulletin Boards at its terminal on which to post changes in Company rules and regulations and 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.

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

- a) The Teamsters Local Union/Industry Advancement Fund will be for the enhancement of all persons dependent upon any industry represented by the Teamsters.
- b) The Employer will make contributions of five cents (5¢) per regular hour worked for each employee covered by this Collective Agreement.
- c) Payment of said funds will be made to the Teamsters Union/Industry Advancement Fund by the fifteenth (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. 35 - PARKING ALLOWANCE

- a) In the event the Lethbridge Regional Airport Authority introduces a charge for employee parking at the airport, the Employer will pay one hundred percent (100%) of the cost for employees with a Company Service Date prior to January 1, 2019 and fifty percent (50%) of the cost for employees with a Company Service Date of January 1, 2020 or later.

SIGNED THIS ____ DAY OF _____ 2019

ON BEHALF OF THE EMPLOYER:

Garda Security Screening Inc.
Lethbridge Regional Airport

ON BEHALF OF THE LOCAL UNION:

General Teamsters, Local Union No. 362

Percy Cooley, Consultant
Labour Relations

Lukas Eichel-Fominov, Business Agent

Shawn Blakeney, Director Western Region
Screening Operations

DRAFT

LETTER OF UNDERSTANDING #1

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

AND: GENERAL TEAMSTERS LOCAL LOCAL UNION 362
(herein referred to as the Local 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.
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 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.
9. Failure to comply with the proper shift trade procedures may result in a loss of shift trade privileges for the employee concerned.
10. Employees will be required to maintain the appropriate amount of shifts they require to fulfill the sixteen (16) hours to maintain their certification in a month.

SIGNED THIS ____ DAY OF _____ 2019

ON BEHALF OF THE EMPLOYER:
Garda Security Screening Inc.
Lethbridge Regional Airport

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

Percy Cooley, Consultant
Labour Relations

Lukas Eichel-Fominov, Business Agent

Shawn Blakeney, Director Western Region
Screening Operations

LETTER OF UNDERSTANDING #2

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

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

RE: **OUT OF TOWN WORK AND TRAINING**

Should the Employer have an obvious need for support at another Alberta Airport represented by General Teamsters Local Union No. 362, the Parties hereto 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 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 kilometre 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) kilometres 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.
Lethbridge Regional Airport

ON BEHALF OF THE LOCAL UNION:

General Teamsters, Local Union No. 362

Percy Cooley, Consultant
Labour Relations

Lukas Eichel-Fominov, Business Agent

Shawn Blakeney, Director Western Region
Screening Operations

DRAFT

LETTER OF UNDERSTANDING #3

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

AND: **GENERAL TEAMSTERS LOCAL LOCAL UNION 362**
(herein referred to as the Local 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: Alward REID and Jennifer TINORDI.

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) On-call Casual employees will be held on a separate list and the seniority order will be:
1. Full-Time
 2. Part-Time
 3. Casual
- 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, up to and including termination.
- d) Vacation pay will be given as per the Canada Labour Code.
- e) The following clauses in the Collective Agreement do not apply to the On-Call Casual Employees:
1. Article No. 26 – Pension Plan

LETTER OF UNDERSTANDING #3 (Continued)

SIGNED THIS ____ DAY OF _____ 2019

ON BEHALF OF THE EMPLOYER:
Garda Security Screening Inc.
Lethbridge Regional Airport

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

Percy Cooley, Consultant
Labour Relations

Lukas Eichel-Fominov, Business Agent

Shawn Blakeney, Director Western Region
Screening Operations

DRAFT

LETTER OF UNDERSTANDING #4

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

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

RE: ARTICLE NO. 17 – HOURS OF WORK / SPLIT WORK DAYS

The Parties hereto agree that in the event of flight schedules require the Employer to modify the work schedule to meet operational requirements, the language below will supersede the language outlined in Article 17, b) for the duration of the Agreement;

Full-time employees shall receive the maximum amount of scheduled hours up to forty (40) hours per week based on seniority. Shifts will be comprised of either eight (8) or ten (10) hours per day. The hours of work will not be less than eight (8) consecutive hours per day. Shifts will be constructed with consecutive days off, and there will be at least two (2) consecutive days off in any shift schedule. All hours worked over the scheduled day shall be paid at the applicable overtime rate.

A maximum of one (1) split shift will be scheduled per day, per employee. As long as split shifts exist at the work site, each employee who is required to work a split shift and reports for both ends of the split shift shall receive an additional one (1) hour's pay per day, at the applicable wage rate.

SIGNED THIS ____ DAY OF _____ 2019

ON BEHALF OF THE EMPLOYER:
Garda Security Screening Inc.
Lethbridge Regional Airport

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

Percy Cooley, Consultant
Labour Relations

Lukas Eichel-Fominov, Business Agent

Shawn Blakeney, Director Western Region
Screening Operations

LETTER OF UNDERSTANDING #5

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

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

RE: MAINTENANCE OF ACTIVITIES

The Parties hereto agree to:

Presently effective local customs or practices, written or oral, which are not specifically covered by provisions of this Agreement and which are not in conflict with its provisions, shall remain in effect during the term of this Agreement. Presently effective local customs or practices, written or oral, which provide benefits in excess of the specific benefits provided for through the provisions of this Agreement shall be continued for the term of this Agreement unless altered by mutual agreement.

SIGNED THIS _____ DAY OF _____ 2019

ON BEHALF OF THE EMPLOYER:

Garda Security Screening Inc.
Lethbridge Regional Airport

ON BEHALF OF THE LOCAL UNION:

General Teamsters, Local Union No. 362

Percy Cooley, Consultant
Labour Relations

Lukas Eichel-Fominov, Business Agent

Shawn Blakeney, Director Western Region
Screening Operations