

THIS AGREEMENT ENTERED INTO THE 1st DAY OF SEPTEMBER, 2022

COLLECTIVE AGREEMENT

BETWEEN

GARDA SECURITY SCREENING INC.

Edmonton International Airport

Edmonton, AB

(herein referred to as the 'Employer')

AND:

GENERAL TEAMSTERS, LOCAL UNION NO 362

(herein referred to as the 'Union')

Date of Ratification up to and including March 31, 2025

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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 Edmonton International 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 No. 9687-U.
- b) This Agreement covers all employees, as defined in (a) above, employed by the Employer at Edmonton International 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 Screening Officers.
- 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 of work.

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

f) Definitions

- 1. The Team Leader including 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 will be a working member of the team. When requested by a Check Point Manager, 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. 17 (b) paragraph 1.
- 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" will be the first day on the payroll with the Employer, and "Seniority Date" will be the first day on the payroll at the Edmonton International 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 31st, 2025 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 - 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 will, however, give the Local Union an opportunity to refer suitable applicants for employment.
- b) The Local 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 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 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) Within fifteen (15) days of an employee commencing 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 current Local Union checkoff which is to be emailed to the Local Union Office. 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) On the first pay period of each month, 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. Should the employee have no earnings during the first pay period of the month, the Employer will deduct as indicated on the next available pay period to reconcile the Local Union Checkoff. 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, by Electric Funds Transfer (EFT). The EFT will be accompanied by an emailed 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. The Company will remit the amount indicated as per the Local Union Checkoff plus all dues collected for newly hired employees as per Article No. 4 b).
- e) 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.
- f) At the beginning of each year, the Employer will provide a schedule to all employees detailing the pay periods in which 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.
- c) 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. 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 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 seven (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 their seniority rights and their name will be stricken from the Seniority List, and they 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 their 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 their 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.

The Employee must provide Email or written notice of their return-to-work date to the Employer ten (10) days prior to their leave ending. The employer must reply to said notification within five (5) days to the Employee. Should the Employee have to extend their Leave of Absence, the employee must provide notification to the Employer five (5) days prior to the leave ending.

- i) When an employee suffers an injury or illness which requires their 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 of a seven hundred kilometers (700 kms) radius of the employee's normal work location.

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

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

- l) **Jury Duty** - All time lost by an employee on their 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, they 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 their regular assignment that they were 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 their day off, on Employer related business only, the Employer will reschedule that employee's shift.

- m) **Maternity and Parental Leave** - will be as defined and outlined in the Canada Labor 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 her 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 her to her former position at not less than the same wages and benefits.

In the event the employee wishes to extend her Maternity Leave, she 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 for 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 their own wedding.
- p) **Special Medical Leave** - Where an employee is required to absent themselves 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 seven (7) calendar days in advance of the appointment. Special consideration will be given in the event of short notice of appointments due to openings with the medical specialist due to cancellations.

ARTICLE NO. 7 - SHOP STEWARDS

- a) The 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 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. This Orientation will occur at a time mutually agreed between the Employer and the Local Union during the employees' initial training.
- f) A total of five (5) hours per week, paid at the employee's regular rate of pay, will be made available to allow the Local Union sufficient paid time to conduct business. Shop Stewards will be released from their regular duties and will be available to the membership during these hours. The Union Office will provide an advance schedule to the Employer and the Employer will provide use of the employee lunchroom.

ARTICLE NO. 8 - UNIFORMS and MISCELLANEOUS

- a) All uniforms, when supplied by the Employer, will be without cost to the employee.

Uniforms will be as described as in the CATSA SOP. For Winter Non Passenger Aircraft and Ramp duties, Screening Officers will be allowed up to twenty (20) minutes to obtain their own winter wear prior to reporting for duty. Screening Officers will be permitted to wear their own coats/parkas, boots, gloves and head gear along with the CATSA vest. Further, it is understood and agreed that no Screening Officer will remain on the Bridge and/or Ramp for more than one (1) hour at a time. These one (1) hour duty periods will be shortened accordingly during periods of inclement weather and temperatures, taking into consideration the Health and Safety of the Screening Officers.
- b) The Employer will provide all PPE and uniforms required to perform NPS V functions without cost to the employee. Active Screening Officers working NPS V will be provided full size lockers and will be allowed up to twenty (20) minutes to change from/or into their regular Screening Officer uniform when they perform both functions during a shift, prior to reporting for duty in either function. The Company will endeavor to have Screening Officers working NPSV finish their shift at NPSV. If the Members must return to screening function inside the building, the twenty (20) minutes change time will apply again.
- c) Upon termination of employment, the employee is required to return all pieces of the uniform which bear an external logo. The cost of uniform items not returned will be subject to Article 25 (c).
- d) Employees will be issued with uniforms having a reasonable fit. An employee who at any time feels that their 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 proper fitting shoe 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 proper shoe. The applicable points will be deducted from the employee's uniform entitlement as if they had purchased the shoes through the uniform supplier.

Employees must review the fit of a Company provided shoe with the Uniform Coordinator/ Employer Designate prior to the purchase of their own footwear. Once an employee has been approved for a shoe reimbursement, the reimbursement process will continue to be approved unless the employer changes uniform providers.
- e) The Employer will provide a clean and adequate lunchroom for its employees with enough space to accommodate a minimum of twenty (20) employees on lunch at any given time. The employees will be responsible to ensure the area and equipment is kept in a tidy condition, after use. The lunchroom shall be equipped with an adequate number of fridges and microwaves and shall be used for the exclusive use of the employees for lunch and breaks. The Company may endeavor to supply a separate locker room to meet the requirements. The Company agrees have the employee's Co-Chair of the Health and Safety Committee attend meetings with EIA while working to secure adequate spacing. This item will remain on the Health and Safety agenda until resolved.

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 Employer or device to avoid the conditions of this Agreement. All time worked by any person who, at any time works for the Employer, Party hereto, 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 they accept the sole responsibility for all time worked by persons on their 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). The grievance form will then be submitted in person to a Manager or via email to yegstep1@garda.com). However, such employee will be entitled to be accompanied by a Shop Steward of their choice or a Local Union Representative.

Time Limit to institute a grievance:

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

The Employer will respond to the griever 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 their 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 their decision will be final and binding on the two (2) 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.

The Company and the Local Union may mutually agree to use the FMCS Mediation/ Arbitration option prior to proceeding to arbitration.

- 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 investigation 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. The employee shall have the option of meeting Management with another employee of their choice. In all cases the meeting will proceed when required.

Where a statement of fact is required to resolve an active security incident in accordance with the Employer's Ethics Policy, the statement shall be made orally to the Employer detailing the information required to resolve the active security incident without delay. Once the incident has been addressed, a Shop Steward will be made available to the employee prior to the post investigation process

- c) An employee will receive a copy of any disciplinary record placed on their file, including reprimands, with a copy to the Local Union Office. 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.

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

- 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 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 (1 ½x) 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.

Failure by the Employer to correct a payroll error within seven (7) calendar days of being notified, in writing, will result in a penalty of two (2) hours pay per day until the error is paid.

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

ARTICLE NO. 14 - ANNUAL VACATIONS

- a) Vacations will be granted on the basis of calendar years of service with the Employer. A calendar year will be from January 1 to December 31 of each year.
1. For existing employees who were on payroll as of July 1st, 2005, January 1st of the year in which they commenced employment will be their anniversary date for accumulating calendar years of service for vacation entitlement purposes only. For employees who commenced employment after July 1st, 2005, 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 2006 as per 4. below.

Existing employees will be granted their full allotment of annual vacation for 2006 based on their calendar years of service

2. New employees commencing employment with the Employer between the dates of January 1st and June 30th, will have January 1st, in the year in which employment commenced, as their anniversary date for accumulating calendar years of service for vacation entitlement purposes only
 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 1st of the next year. Vacation will be four percent (4%) of the gross wages paid that employee in the portion of the year worked.
- 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 four (4) 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 eight (8) 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 twelve (12) 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 who have previously completed or subsequently complete eighteen (18) years continuous service and thereafter, as an employee will receive six (6) weeks' vacation at twelve percent (12%) of their annual gross earnings for the calendar year for which they are receiving said vacations.

*The changes listed within this Article will be applied for the 2023 vacation year (bid to be done fall 2022).

- g) Employees will not be called out to work during their scheduled week(s) of vacation. The vacation week will be considered seven consecutive (7) days according to the employees work schedule.
- h) Should a General Holiday occur while an employee is on vacation, the employee will have the option to receive another day off as per Article No. 15 b), in lieu of said General Holiday.

The day in lieu will be applied to the beginning or end of their vacation period and should the hours of work be more than eight (8) hours, the affected employee will receive the extra hours pay at their applicable hourly rate.

- i) 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 15, 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.

The Local Union will select three (3) Shop Stewards to assist in the construction of the vacation schedule.

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

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

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

- k) The following classifications will be recognized as separate groups for determining allocation of vacation:

1. Full-time Officers
2. Part-time Officers
3. Full-time Team Leader/ Full-time HBSS
4. Training Specialist

The maximum number of employees in each classification on vacation at any given time will be determined prior to the vacation bid as follows:

- The total number of weeks of vacation liability divided by fifty-two (52), plus a ten percent (10%) variance to the next whole number.
- The minimum number of slots will be two (2) for any of the foregoing classifications.

Annual vacation will be taken within the period of January 1st to December 31st of each year.

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

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

- m) In the event that an employee leaves the employ of the Employer before they are entitled to two (2) week's vacation, they will receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- n) In the event of an employee leaving the employ of the Employer after they have had their-vacation they earned for the previous year, they will receive four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%), as the case may be, of their pay for the year in which they end their employment for which no vacation has been paid.

- o) The Employer will divide each employee's vacation accrual equally among the total weeks of vacation, including any weeks carried over from the previous calendar year as per Article No. 14 q) and 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.
- p) The Employer will furnish the employee with a statement showing the period for which the employee is receiving their 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.
- q) Employees who have vacation entitlement of more than two (2) weeks or four percent (4%) will have the option of rolling over a maximum of one (1) week or two percent (2%) to the following years allotment (no cascading) and Employees with more than three (3) weeks or six percent (6%) will have the option of rolling over a maximum of two (2) weeks, or four percent (4%). Employees who wish to exercise this option will notify the Company by no later than October 1st of the current vacation year.

Employees who have vacation entitlement of more than two (2) weeks or four percent (4%) will also have the option of requesting any or all outstanding vacation entitlement (in singular week increments) to be paid out in lieu of time taken. Such requests must be submitted in writing, fourteen (14) days prior to the start of the vacation time requesting to be paid out and will be paid out as if the vacation was taken. Vacation entitlement that is further than thirty (30) days away that is cancelled and requested to be paid out in lieu will be paid out within the current pay period of the date of approval. Where a payout option has been requested with greater than thirty (30) days notice prior to the scheduled time off, the vacation block will be offered for backfill providing said week was at the maximum holiday allotment.

Each employee must take a minimum of two (2) weeks of scheduled vacation each calendar year.

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	Family Day	Good Friday	Victoria Day
Canada Day	Civic Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day	Truth and Reconciliation
- 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, will be paid as follows;
 - 1. For their scheduled shift time - time and one half (1 ½x) their regular rate.
 - 2. All hours in excess of their scheduled shift - double (2x) their regular rate.

- e) In the event that a work shift overlaps the beginning or the end of a General Holiday, the criteria 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.
- 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 their 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 *in which their name first appears*.
- g) Part-time seniority will not be credited towards full-time seniority.
- h) **Probation:** Due to the nature of the Employer's business, new employees will be required to serve a probationary period during which time the Employer will have the right to determine the suitability of the employee for continued employment. The employee will be required to successfully complete Screening Officer training and obtain Level 3 CATSA Certification following which the Probationary Period will continue for up to sixty (60) calendar days. The Probationary Period will be extended by an equivalent number of calendar days of any absence by the employee.
- i) When Team Leader positions become available, the employer will post the vacancies and accept applications from Screening Officers who have attained Level 3 CATSA certification and have completed three (3) years of service (Level 3.4). If there are no Level 3.4 Screening Officers interested in the positions, the Employer may accept applications and award the positions to Level 3.3 Screeners, then Level 3.2 Screening Officers and lastly Level 3.1 Screening Officers. Following Certification, new Team Leaders 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 the probationary period, if the employee proves to be unsatisfactory for the position or if the employee wishes not to accept such position, they will be returned to their previous classification.

- j) When there are training class vacancies available outside of a shift bid, a notice of such vacancies will be posted as far in advance as possible. The new scheduled shift lines will be posted for qualified members to bid on. Any certified specific lines left open or became vacant through the bidding process will then be attached to the training class and posted. The deadline for acceptance of applications will be no less than seven (7) calendar days after the posting. Should there be less shifts available than class positions, the most senior employee applying for the class will not be required to select a line. The open lines will be filled by the junior applicants in seniority order.
- 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, they will be returned to their previous classification.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

- a) The calendar week will be from 12.01 a.m. Sunday to midnight the following Saturday.
- b) Full-time employees will work forty (40) hours per week comprised of shifts with a duration of either eight (8) or ten (10) consecutive hours per day. The hours of work for full-time employees will not be less than eight (8) hours per day. Any hours worked over the scheduled shift will be paid as overtime. Scheduled days off will be consecutive; for example, days off on a Saturday followed by a Sunday are consecutive days off.
- c) The hours of work will not be less than eight (8) hours per day.
- d) Any employee, who reports to work on a normal work day, on the call of the Employer, and who does not commence their shift, will be paid four (4) hours pay at the applicable rate.
- e) For full time employees, all time worked on the first (1st) day off will be at time and one-half (1 ½ x) rates of pay, and all time on a subsequent second (2nd) or third (3rd) consecutive day off will be at double time (2x) rates of pay.
- f) Any employee called out after their 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.
- g) When an employee is called to work on one of their days off, they will receive a minimum of four (4) hours pay at the applicable overtime rate of pay. Should the employee volunteer to leave early, they will be paid only for the time worked.
- h) All employees may be required to work overtime, all of which will be voluntary, and awarded in order of seniority and certification. No employee will be allowed to sign up for, or work, overtime shifts while on vacation.

The order for Call in overtime, in order of seniority will be as follows:

1. Sign-up book
2. Email (electronic communication)
3. Seniority list

Call in overtime will be awarded in seniority and certification on a first call-in basis to employees on a day off. Preference will be given to CATSA Level 3 Certified Officers working at one and one half (1 ½ x) overtime rates, then to CATSA Level 3 Certified Officers working at double (2x) overtime rates on their second (2nd) and third (3rd) consecutive days off. The same process will be followed for CATSA Level 2 and Level 1 Certified Officers.

An employee wishing to work call-in overtime during the following calendar week must enter their name in the Sign-up book no later than 1400 hours of the preceding Wednesday, at which time the list of names will be removed by the Employer to award required overtime. The approved overtime will be posted no later than 1200 hours (noon) the following day (Thursday), and Email notification will be sent out to all employees who are awarded overtime. It will remain posted for the entire week for which it applies. Should additional call-in overtime be required during the week, employees who have entered their name in the Sign up book will be canvassed first consistent with the foregoing. Additional overtime will be added to the posted list as it is awarded. Members will have a ten (10) minute window to return the call for the overtime request before being passed over. Should there be forty-eight (48) hours or more notice available and the sign up book has been exhausted, the Scheduler will give priority to the officers who responded via email and award the overtime in seniority order.

Overtime beyond the end of employee's regular shift is considered operational overtime and will be offered, in seniority order as follows.

1. Employees scheduled to start or on shift in Sign-up book
2. On-shift employees
3. Sign-up book employees on Regular Days off by seniority
4. Seniority list by seniority

Operational overtime is described as a shortage of employees on shift at the time when an employee is set to leave the facility. Operational overtime will be used to fill known shortages in the central hall and Trans border checkpoints. Operational overtime will not be used to displace incoming staff from their scheduled deployment. If however there is an insufficient response to meet the overtime request, displacement may occur. In all such cases the Company will demonstrate to a Union Representative why the displacement occurred.

For the purpose of 1, and 2, above "on shift" means an employee whose shift terminates up to thirty (30) minutes before the start of the need for overtime. Any time between the end of the employee's shift and the commencement of the operational overtime will not be considered as time worked.

When a full time Team Leader volunteers and accepts overtime duties, that Team Leader will report as a Level 3 Screening Officer for that shift and will act only at that rank unless operational requirements dictates otherwise (e.g. TL). This applies only after scheduled personnel of that qualification have been fully utilized.

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

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

- i) Any employee working three (3) hours of overtime beyond their regular shift will receive an overtime meal credit of fifteen dollars (\$15.00).

- j) 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.

Forty (40) hours per week in a bi-weekly pay cycle, will be the qualifying requirement for full-time Screening Officers working overtime on their days off.

Officers who have incurred sick book-offs (either paid or unpaid), no call / no shows, lates or early departures, in a work week will not receive overtime pay on any extra shifts until such time as the forty (40) hours weekly are met.

Vacation days, including day in lieu for a Statutory Holiday falling during the employee vacation will be counted as regular scheduled days worked.

Screening Officers and Team Leaders who are working on their days off, on overtime rates of pay, will be utilized in non-HBS, NPS T and NPS V locations unless vacancies exist after the above process has been followed.

ARTICLE 18 – SHIFT BID/SCHEDULING

- a) Two (2) times per year, the employer will determine staffing requirements and work in conjunction with a Local Union Shift Bid Committee, comprised of four (4) representatives of the Local Union, to create a shift schedule. Should the Employer require any change to the number of shift bids, the Employer will approach the Local Union Business Agent to discuss the matter. The Local Union will not unduly deny the request should the need be justified. The shift schedule is to be bid based on the following parameters:

- The shifts will contain static shifts. The number will be determined by the Local Union Shift Committee prior to the bid.
- Furthermore, a minimum of thirty-five percent (35%) of the full-time shifts for each separated bid allocation (i.e. PBS, HBS, NPS V and Team Leaders) will be four (4) days on and three (3) days off (ten (10) hour shifts), unless otherwise agreed by the Local Union Shift Committee.
- It is a priority for the parties to build shifts utilizing "pure start times". Where such start times are not possible due to cycling of shifts, shifts with different start times will be kept to a minimum.

The Employer and the shift bid committee will build enough shift lines equal to the amount of employees at the time of bid for considered active Full time and Part time lines.

Only employees with proper certification credentials may bid specialized endorsement shifts. Should there be open special endorsement shifts left and no qualified employees left to bid on such lines, one (1) relief line will be created equal to the one (1) certification specific line.

Upon completion of the bid, the remaining vacant specialized endorsement lines will be attached to a training class and posted for bidding. Vacated lines from the successful candidates will be backfilled two (2) times and the remaining lines from that backfill will be dissolved.

Should there be space in the training class above the vacant lines, those spaces will be available to all officers in seniority order. There will not be extra shifts added to the training posting above those that were vacant from the shift bid.

Shift Schedules will contain a sub-schedule designated as "Relief" to cover the absences and vacancies of employees from the operating shift schedule. Relief schedules will be built as far in advance as possible and in accordance with the following:

- employees working a relief schedule may have their shifts altered with ten (10) calendar days' notice to cover changing absences.
- employees working relief schedules shall be Full-time employees and the number of relief shifts in any bid will not exceed the total vacation liability as calculated in Article 14, j) plus any known long term absences mutually agreed by the joint shift committee at the time of the bid;
- relief schedules will contain consistent start times and daily hours worked within each work week of the relief schedule, to the same extent of the shift schedule for which the relief is being provided;
- an employee working a relief schedule will not be scheduled to work more than seven (7) consecutive days, regardless of the calendar week and forty (40) hour maximum;
- when scheduling relief employees or making adjustments thereto, where possible, every reasonable effort will be made to respect the employees' seniority and shift / starting time preferences;
- unless otherwise provided for herein, all Articles of this Agreement shall apply to relief positions.

All PBS and NPS T Checkpoints will be bid as PBS shifts. HBS shifts, NPS V shifts and Team Leader shifts will be bid separately.

Pre-board Screening will contain Bilingual designated shifts. Such shifts can be both Full-time and Part-time and the number of which will be determined by the shift bid committee to meet the

- Employees bidding a bilingual designated shift must be identified as bilingual in both official languages.
- In the event a bilingual designated shift remains open following the bid, only those employees identified as bilingual, hired after January 1, 2012, may be assigned to such a shift in reverse order of seniority.

Shifts will be posted for seven (7) calendar days, after which a shift bid will be held during Monday to Friday, exclusive of Saturdays, Sundays and general holidays unless otherwise agreed by the shift committee. The shifts will be bid in employee seniority order within each classification as provided for in Article 14 k.

The revised shift schedule will be implemented on a Sunday, not less than fourteen (14) days following the close of the shift bid process.

- b) When a shift becomes permanently vacant more than thirty (30) days prior to the bid of a new work schedule, such shift vacancy will be posted within seven (7) days for bid. Employees will have up to seven (7) days after the posting of the shift to apply for the vacancy which will be awarded in order of seniority amongst qualified employees. Shift vacancies that occur due to employees exercising their seniority rights under this provision will only be back-filled twice.

- c) 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. In the event extra hours or vacancies remain, at the discretion of the Employer, such vacancies may be filled in accordance with the provisions of Article 17 h).
- d) The Employer may alter an employee's work schedule up to four (4) hours to facilitate the receipt of training for all OJT, post OJT, and return to work functionality. The Employer will provide a minimum of ten (10) days' notice to the affected individuals.
- e) Employees will be given eight (8) hours free from duty on any shift change, and where an employee has their shift changed and they receive less than the eight (8) hours free from duty, they will receive overtime at the overtime rate shown herein for each fifteen (15) minutes that they are short of their eight (8) hours.
- f) When an employee meets with an accident at work which hampers them from the normal performance of duties, they will be paid a full day's wages for the day of the accident.
- g) When daily vacancies occur in HBS NPS T, and NPS V, the Employer will make every reasonable attempt to offer these vacancies, in order of seniority from PBS locations first, to Fulltime Screening Officers working their regular scheduled shift, provided they have the necessary qualifications to perform the work. Should the vacancies not be filled, they will be offered, in order of seniority, to Part-time Screening Officers working their regular scheduled shift provided they have the necessary qualifications to perform the work.
- k) The Employer agrees to allow employees at any one (1) location, or schedule, to arrange shift trades by mutual agreement between all employees at the location(s), provided there is no conflict with the hours of work or CATSA Certification as set out herein. The Management Team will have twenty-four (24) hours to authorize or deny the shift request(s) and respond to the affected employee(s).
- l) Where different NPS V shifts overlap and the Screening Officer working in NPS V will be utilized in a PBS location, it is understood that all reasonable effort will be made to have such utilization take place at the beginning of the Screening Officer's shift so they may end their shift in the respective NPS V location.

ARTICLE 19 - BREAKS

Breaks will be as follows:

- a) Employees working eight (8) hour shifts will receive two (2) thirty (30) minute paid breaks per day. The first thirty (30) minute break will start within a two (2) hour window commencing after the employee has completed two (2) hours of work. The second thirty (30) minute break will start within a two (2) hour window commencing after the employee has completed five (5) hours of work.
- b) Employees working ten (10) hour shifts will receive a third (3rd) thirty (30) minute paid break which will start within a one and a half (1 ½) hour window commencing after the employee has completed eight (8) hours of work. The last break must be completed prior to the end of the shift. The last break must be completed prior to the end of the shift.

Instance where an employee working an eight (8) or ten (10) hour shift has a reduced shift by one (1) hour or more due to late arrival, they will have their final break reduced by fifteen (15) minutes.

- c) Employees working four (4) hour shifts will receive one (1) twenty (20) minute paid break that should be scheduled as close as possible to the mid-point of the shift. The mid-point will be considered thirty (30) minutes on either side of the halfway point of the shift.
- d) Employees who work more than four (4) hours but less than six (6) hours will receive one (1) forty-five (45) minute paid break that should be scheduled as close as possible to the mid-point of the shift. The mid-point will be considered sixty (60) minutes on either side of the halfway point of the shift.

In the event a break is not given within the timeframes listed above, the employee will receive the break late and a straight time credit of equal to the length of the break for the allotted break time will be paid. Should a late break occur, an employee should scan the appropriate QR code, or sign a timesheet should the employee not have access to smartphone technology.

Notwithstanding the above, the Company commits to ensuring every effort is made to facilitate breaks in line with the Collective Agreement and it is not the intention of this language to provide a means to circumvent the provision of breaks. To that effect, the Company will produce a monthly report of all late or missed breaks for review with the Business Agent. A monthly report will also be provided to the Employer's local resource team and senior management representative for follow up and corrective action.

- e) In the event of a partial break or completely missed break, the break's time will be paid out at two times (2.0x) rate of pay.

ARTICLE NO. 20 - 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) work days per week, comprised of no less than twenty-four (24) scheduled hours per week, and no more than thirty-two (32) scheduled hours per week, except during periods of training, or except where additional hours are added consistent with Article No. 18 c).
- b) A part-time shift can be established where there is not sufficient work to establish a full-time shift.
- c) Unless otherwise specified, all Articles contained in this Agreement will apply to permanent part-time employees. Part-time employees must complete eighty (80) hours in a pay cycle prior to qualifying for overtime. Operational overtime will be paid accordingly.
- d) **Bidding Process** – Bidding on work schedules will be based on seniority within the Permanent Part-time classification and the process will be as outlined in Article 17 b)
- 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 at the bottom of the Part-time seniority list.

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

- g) Bumping of shifts will not be allowed.
- h) Permanent Part-time employees will not exceed twenty percent (20%) of the Full-time staffing levels at the time of the Shift Bids.
- i) During the preparation of the shift bids, the Employer will identify known absences from the Permanent Part-time roster and, with mutual agreement of the Shift Bid Committee, determine the additional number of Permanent Part-time "relief" positions.

ARTICLE NO. 21 - 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 28 a). Where required, such successful application will be a condition of employment in the classification.

ARTICLE NO. 22 - 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. 23 - HEALTH and WELFARE PLAN

- a) The Employer will 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 Local Union, and eligible dependants coming under the jurisdiction of this Agreement. The Company will 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 Local Union, who is hired by the Employer after the effective date of the Health and Welfare Plan, will join the Plan on the first day of the month immediately following ninety (90) calendar days from the date of employment with the Employer.
- c) It will be the responsibility of the employer to ensure that all employees are enrolled in the Health and Welfare Plan and to make premium remittances on their behalf. Failure of the Employer to enrol employees, forward completed forms and/or remit premiums to the trustees by Electronic Funds Transfer (EFT), by no later than the twentieth (20th) day of each month, will cause the Employer to be liable for the claim arising thereof.
- d) It will be the Local Union's responsibility to supply all necessary enrolment forms to the Employer.

- e) The Employer will remit the premiums by Electronic Funds Transfer (EFT) with the proper supporting documentation to the Administrator as designated by the Trustees of the Health and Welfare Plan. It will 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, will be three hundred and thirty-two dollars and thirty-eight cents (\$332.38) per employee, per month, of which two hundred and sixty-seven dollars and thirty-eight cents (\$267.38) will be paid by the Employer.
- The cost of the complete Plan shall be three hundred and ninety dollars (\$390.00) per employee, per month of which three hundred and twenty-five dollars (\$325.00) will be paid by the Employer.
- The Plan will be offered at a reduced rate of three hundred and sixty-one dollars and ten cents (\$361.10) for employees over the age of sixty-four (64) with no long-term disability coverage of which two hundred and ninety-six dollars and ten cents (\$296.10) will be paid by the Employer.
- Permanent Part time employees who have less than three (3) calendar years of service will have benefit coverage, excluding Short Term and Long Term Disability coverage, will be three hundred and thirty-two dollars and thirty-eight cents (\$332.38) per employee, per month, of which two hundred and sixty-seven dollars and thirty-eight cents (\$267.38) will be paid by the Employer.
- Permanent Part time employees who have completed three (3) calendar years of service and Full time employees who have completed three (3) calendar years of service and choose to move to Part time status after the date of ratification will be entitled to Short-term disability coverage and placed on the same payment schedule as the age over sixty-four (64) plan outlined within this Article.
- The Employer will be responsible for a maximum five dollars (\$5.00) increase per employee, per month, per year, every January 1st, for the term of this Agreement.
- Any remittances due from the employee will be deducted equally from twenty-four (24) of the twenty-six (26) pay periods (months with three (3) pay period will only have two (2) deductions) for the current calendar months premium.
- g) The Employer will continue to cover employees who are off ill, or on Compensation, for a maximum of seventeen (17) weeks from date of illness or injury. After seventeen (17) weeks, the Employer will continue to pay their Health and Welfare premiums so that the employee will be protected to the utmost, provided:
- The employee reimburses the Employer for their portion and is at no time more than three (3) months in arrears.
 - When the employee returns to work, the Employer will deduct from their earnings any monies the Company has paid out in respect to their contributions.
- h) The Employer will pay for all Doctors notes related to WCB or functional capacity, and when directed to the Employer Doctor. The Employer will not pay for the initial medical exam required by Transport Canada. The Employer will not pay for Doctor's notes related to absenteeism. Such requests for Doctors notes will not be made unreasonably. Reimbursement of Doctor's notes will be made within twenty-one (21) days of submission to the Employer.

- i) Alberta Health and Wellness coverage will be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employee, for all full-time employees who have reached Level 3 CATSA Certification, and have completed three (3) calendar years of service.
- j) On January 1st each year, Full time employees who have three (3) months of continual employment will have fifty-six (56) hours deposited into their personal/ sick bank. If a Member accrues more than the fifty-six (56) hours, the hours deposited on January 1st of the following year will then be equal to the previous year's accrual. The payout amount will be the balance of the sick/ personal bank on December 31st. It is understood that the accrual rate for any extra sick hours above the listed allotment is at two point eight percent (2.8%). Any unused personal/ sick (hours) will be out paid out on a separate cheque on the second (2nd) pay period in January.

On January 1st of each year, Part time employees who have three (3) months of continual employment will have twenty-four (24) hours deposited into their personal/ sick bank.
- k) The Employer will reimburse fifteen dollars (\$15.00) each per year for a flu shot and for Hepatitis B vaccinations, upon presentation of a receipt.

ARTICLE NO. 24 - PENSION PLAN

- a) Effective April 1, 2022, the Employer will contribute one dollar and twenty cents (\$1.20) per hour for each hour worked for all employees who have attained a Level 3 CATSA Certification.

Effective April 1, 2023, the Employer will contribute one dollar and twenty cents (\$1.20) per hour for each hour worked for all employees who have attained a Level 3 CATSA Certification.

Effective April 1, 2024, the Employer will contribute one dollar and forty cents (\$1.40) 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 via Electric Funds Transfer (EFT), together with a form supplied to the Employer by the Local 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 Local 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.
- d) All employees who are seventy-one (71) years of age or older, will have pension contributions remitted to the Teamsters Prairie Provinces Pension Plan (T4P) only until December 31 in the year they turn seventy-one (71). Effective January 1st of the year following the year an employee turns seventy-one (71), all pension contributions, as outlined in Article No. 25, will be directed to the employee's earnings. These contributions will be treated as earnings and will therefore be subject to statutory payroll taxes and deductions.

For employees under seventy-one (71) years of age and are collecting their pension, the pension contributions will still be remitted to the Prairie Provinces Pensions Plan (T4P). The Prairie Provinces Pension Plan (T4P) will invest the pension contributions into a separate plan in line with the Pension trust document.

ARTICLE NO. 25 - WAGE RATES

October 1, 2022

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$21.89				
		\$23.18	\$25.76	\$26.24	\$26.69
TL Premium Rate	\$30.03				
Hours of Service		0 - 2080	2081 - 4160	4161 - 6240	6241 +

October 1, 2023

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$21.89				
		\$23.18	\$26.79	\$27.29	\$27.89
TL Premium Rate	\$31.38				
Hours of Service		0 - 2080	2081 - 4160	4161 - 6240	6241 +

October 1, 2024

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$21.89				
		\$23.18	\$27.86	\$28.38	\$29.01
TL Premium Rate	\$32.64				
Hours of Service		0 - 2080	2081 - 4160	4161 - 6240	6241 +

Team Leaders will receive a premium of twelve and one-half percent (12 ½%) over the Level 3.4 rate for all hours worked. Relief Team Leaders will receive the premium for all hours worked in increments of fifteen (15) minutes.

Bilingual designated Screening Officers will be paid a premium: forty (0.40) cents for all hours worked if they bid and stay in a designated line.

ARTICLE NO. 26- SEPARATION OF EMPLOYMENT

- a) If an employee is terminated, discharged, or resigns, they will receive their final paycheque including all monies owing to them, subject to Article No. 8 (b) by their next regular payday by EFT.
- 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) Where an employee has failed to surrender all necessary documents, uniforms (per CATSA policy) and material(s) issued to them 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, subject to the Canada Labour Code.

ARTICLE NO. 27 - 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. 28 – 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. Mandatory CASAP training will be paid one point seven-five (1.75) hours at the applicable straight time rate each time the training must be renewed.
- b) Re-Certification Evaluations are recognized as a tool for improving performance levels. Screening Officers whose evaluation results require improvement will be given OJT from a TS other than the TL/TS that conducted the original evaluation. Evaluation results will be discussed with the Screening Officer involved and a member of management if required. Employees requiring return to work training will be prioritized to receive training as soon as possible.
- c) The Employer will notify employees of the expiration deadlines for their CATSA recurrent medicals and RAICs. Employees who become ineligible to perform their duties as a result of failing to renew their RAIC or medical through their own conduct by the posted deadlines, may at the discretion of the employer, be placed on a leave of absence without pay until they are able to resume their full scope of duties.

ARTICLE NO. 29 - PARKING ALLOWANCE

- a) The Employer will pay one hundred percent (100%) of the cost of staff parking for employees hired prior to or on November 3, 2015.

For employees hired after November 3, 2015, the Employer will pay fifty percent (50%) of the cost of staff parking.

ARTICLE NO. 30 - 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. 31 - 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. 32 - 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. 33 - TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

- a) The Teamsters Union/Industry Advance Fund will be for the enhancement of all persons dependent upon any industry represented by the Teamsters Union.
- b) The Employer will make contributions of five cents (\$0.05) 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 15th of the month following that to which they refer.
- d) This payment will be independent and separate from any other payment made to the Teamsters Union.

ARTICLE NO. 34 – 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 34 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 their choice and provide the Employer with proof of same.**

ARTICLE NO. 35- LAYOFF AND RECALL

In the event it becomes necessary for the Employer to reduce staff levels in the form of a layoff, the following procedure will apply.

1. The Employer will first notify the Local Union Office of its intent to lay off employees with as much notice as possible prior to any lay-off, and will meet with the Local Union to discuss possible mitigation of the surplus.
2. Affected employees will be laid off in reverse order of seniority as defined in Article 16, (b).
3. Affected employees will receive at least fourteen (14) days' written notice of lay off.

4. Employees laid off will remain on the seniority list and eligible for recall for a period of twelve (12) months following the date of lay off. If after twelve (12) months the employee has not been recalled, his name will be permanently removed from the seniority list. The employee is responsible to ensure the Employer is kept notified of any change of contact information during lay off.
5. Recall of employees from lay off will be in order of seniority.
6. Recall may be confirmed by personal contact or by Registered Mail to the address last filed by the employee with the Employer.
7. An employee must respond to a Notice of Recall within seven (7) calendar days and must be available to report for work no later than fourteen (14) days following notification.
8. If an employee fails to respond to a Notice of Recall within seven (7) calendar days, he will be deemed to have resigned and will be removed from the seniority list.
9. The Employer will copy the Local Union Office on all correspondence to employees regarding layoff and recall.

ARTICLE NO. 36 – TECHNOLOGICAL CHANGE

- a) The Employer will notify the Union at least one (1) month in advance of any technological change which 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. 37 – 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 their functions, and proper practices and procedures were followed.

ARTICLE NO. 38 – MENTAL HEALTH AWARENESS

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

SIGNED THIS 26th DAY OF October, 2022

ON BEHALF OF THE EMPLOYER:

Garda Security Screening Inc.
Edmonton International Airport


Shawn Blakeney
National Director, Aviation Services


Ashley Patterson
Senior Labour Relations Specialist

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362


Pei Vanden Brink,
Business Agent


Richard Brown, Business Agent and President

LETTER OF UNDERSTANDING # 1

BETWEEN: **GARDA SECURITY SCREENING INC.**
 Edmonton International Airport
 (herein referred to as the Employer)

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

RE: **Shift Trades**

The Parties hereto agree to the following:

Re: Shift Trade and Give Away Procedures, as follows:

1. Shift trades and Give Aways must be submitted in the automated system at least twenty- four (24) hours prior to the start of the earliest applicable shift. Where the system does not accept the request, or when the employee is unable to utilize the automated system, it must be submitted on the form supplied, legible and in full and approved by a Manager or designate.
2. Urgent requests may be approved on a case-by-case basis by a Manager or designate.
3. Where the form is used, both parties must sign the shift trade/giveaway form.
4. Both parties must ensure that the shift trade/giveaway has been processed by the system or otherwise approved by a 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 per 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 Company 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/giveaway procedures may result in a loss of privileges for the employee concerned.

SIGNED THIS 26th DAY OF October, 2022

ON BEHALF OF THE EMPLOYER:

Garda Security Screening Inc.
Edmonton International Airport


Shawn Blakeney
National Director, Aviation Services


Ashley Patterson
Senior Labour Relations Specialist

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362


Pei Vanden Brink,
Business Agent


Richard Brown, Business Agent and President

LETTER OF UNDERSTANDING #2

BETWEEN: GARDA SECURITY SCREENING INC.
Edmonton International Airport
(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 placed into the next available SOF Course once they receive a RAIC/Clearance.
3. A Pre Cert Employee will be assigned work schedules by the Company as follows:
 - a. The Company shall build and assign Part Time shift schedules to Pre Cert employees that have the same start times and no more hours than existing Permanent Part Time shifts.
 - b. Once a Pre Cert Employee vacates a shift line, that shift line will be removed from the shift plan.
 - c. Pre Cert employees will not be eligible for shift extensions.
4. Pre Cert Employees shall be held on a separate employee seniority list.
5. Pre Cert Employees shall be paid the Level 1 rate of pay.
6. The following clauses in the Collective Agreement do not apply to the Pre Cert Employees:
 - a. Article No. 14 – Vacations
 - b. Article No. 16 (a) – Seniority
 - c. Article No. 23 – Health and Welfare Plan
 - d. Article No. 24 – Pension Plan
 - e. LOU #1 – Shift Trades and Giveaways

LETTER OF UNDERSTANDING # 2 (Continued)

SIGNED THIS 26th DAY OF October, 2022

ON BEHALF OF THE EMPLOYER:

Garda Security Screening Inc.
Edmonton International Airport



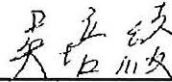
Shawn Blakeney
National Director, Aviation Services



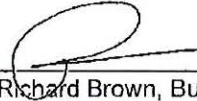
Ashley Patterson
Senior Labour Relations Specialist

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



Pei Vanden Brink,
Business Agent



Richard Brown, Business Agent and President

LETTER OF UNDERSTANDING #3

BETWEEN: GARDA SECURITY SCREENING INC.
Edmonton International Airport
(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 hereto agree to the following:

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

SIGNED THIS 26th DAY OF October, 2022

ON BEHALF OF THE EMPLOYER:
Garda Security Screening Inc.
Edmonton International Airport

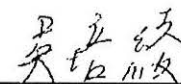


Shawn Blakeney
National Director, Aviation Services



Ashley Patterson
Senior Labour Relations Specialist

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



Pei Vanden Brink,
Business Agent



Richard Brown, Business Agent and President

LETTER OF UNDERSTANDING #4

BETWEEN: **GARDA SECURITY SCREENING INC.**
Edmonton International Airport
(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, will 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-eight cents (\$0.48) per kilometer will be paid. Mileage will be based on the round trip distance from the Edmonton 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 # 4 (Continued)

SIGNED THIS 26th DAY OF October, 2022

ON BEHALF OF THE EMPLOYER:

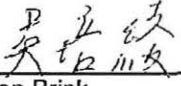
Garda Security Screening Inc.
Edmonton International Airport


Shawn Blakeney
National Director, Aviation Services


Ashley Patterson
Senior Labour Relations Specialist

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362


Pei Vanden Brink,
Business Agent


Richard Brown, Business Agent and President

LETTER OF UNDERSTANDING #5

BETWEEN: **GARDA SECURITY SCREENING INC.**
 Edmonton International Airport
 (hereinafter referred to as the Employer)

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

RE: **PANDEMIC CLAUSE**

The parties agree to as follows:

If a future pandemic causes a disruption in service, the Company and the Union agree to meet and agree on processes to proceed prior to the Company implementing any changes in scheduling or layoff procedures.

SIGNED THIS 26th DAY OF October, 2022

ON BEHALF OF THE EMPLOYER:
Garda Security Screening Inc.
Edmonton International Airport



Shawn Blakeney
National Director, Aviation Services



Ashley Patterson
Senior Labour Relations Specialist

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



Pei Vanden Brink,
Business Agent



Richard Brown, Business Agent and President

LETTER OF UNDERSTANDING # 6

BETWEEN: **GARDA SECURITY SCREENING INC.**
 Edmonton International Airport
 (herein referred to as the Employer)

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

RE: **Temporary Training Specialists**

The parties hereto agree to following:

1. Temporary Training Specialist shall be defined as an employee:

- a) Certified as a Pre-Board Screening Officer in accordance with Article 16k) and;
- b) Who has successfully met all the enrolment pre-requisite requirements and;
- c) Has successfully met all requirements to perform and deliver aspects of the Screening Contractor Training Representative (SCTR) program deliverables **after** January 1, 2021.

2. Temporary Training Specialist employees shall:

- a) Bid on a temporary Training Specialist line in accordance with Article 18 (Relief Schedule), schedules will be adjusted with a minimum of ten (10) days' notice.

Should the program cease before the next shift bid, the Temporary Training Specialist will choose from Screening Officer shift options available to their seniority position at the time of the last bid.

- b) Bid on their vacation entitlement as a screening officer as per Article 14
- c) The applicable training premium, as outlined in Article 25, shall apply to Temporary Training Specialists for all hours worked who bid a Temporary Training Specialist Relief line.
- d) Temporary Training Specialists who choose to bid a regular screening line will only be eligible for the training premium rate when performing ad hoc training assignments.
- e) Temporary Training Specialist will not be able to bid on Training Specialist (TS) shift lines.

3. Current fully certified Training Specialist employees shall be:

Training Specialist certified (SCTR) before January 1, 2021, will be the only Training Specialists permitted to select available Training Specialist (TS) lines at the time of shift bid.

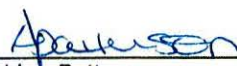
Temporary Training Specialists are not eligible to bid Training Specialist (TS) shifts at the time of bid. They may apply for Temporary Training Specialist Relief lines or vacant Training Specialist lines outside of shift bid, as posted by the company. These vacant lines will be assigned by seniority, as per the CBA Article 16 k).

This LOU must be reviewed and agreed upon prior to each shift bid.

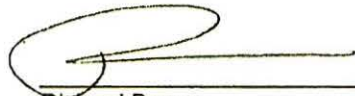
Signed this 29th day of March, 2023.

ON BEHALF OF THE EMPLOYER:
Garda Security Screening Inc.


David Cable
Regional Director, Operational Excellence


Ashley Patterson
Senior Labour Relation Specialist

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


Richard Brown
President/Business Agent


Pei Vanden Brink
Business Agent

Letter of Understanding # 7

BETWEEN: **GARDA SECURITY SCREENING INC.**
Edmonton International Airport
(herein referred to as the Employer/Company)

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

RE: **Medical Leave and Personal Leave**

Due to the Federal Government of Canada, updating the minimum statutory requirements, as of December 1, 2022, the following agreement has been reached by the parties:

Section 1: General Provisions

1. As of April 9th, 2023, all language held within the collective agreement, pertaining to sick and/or personal leave, will be suspended and replaced with the terms outlined in this Letter of Understanding.
2. To define the period for both the new Medical/Sick Leave and Personal Leave banks, the "year" will be from January 1st up to December 31st each calendar year, commencing January 1, 2023. The banks will be renewed as per the provisions of this agreement.
3. Medical/Sick Leave provisions will be defined as one (1) singular bank of days. The Personal Leave provisions will be defined as a totally separate bank of days. Ideally, these separate banks will be reflected either on the employee's pay stub or through other electronic applications (example "portal").

Section 2: Personal Leave Provisions

1. Effective April 9th, 2023, employees that are of active status, both Full-Time and Part-time can be eligible for Personal Leave.
2. The employee must have three (3) months of continuous service, to be eligible for up to three (3) days paid leave and an additional three (3) days unpaid leave, as Personal Leave, per calendar year to:
 - take care of health obligations for any member of the family or care for them
 - take care of obligations related to the education of any family member under age 18
 - manage any urgent situation that concerns you or a family member
 - attend your citizenship ceremony under the *Citizenship Act*, or
 - manage any other situation prescribed by regulation

3. Throughout the calendar year, for individuals having completed the service requirement or returned from leave, will be eligible for personal leave, up to the maximum of six (6) days.
4. All personal leave days must be for half or full day increments, and shall not exceed the duration of the full shift. Any absences exceeding half of the scheduled shift will require a full day allotment.
5. Personal Leave days maybe used in single day increments or multiple day increments.
6. For clarity, a "day" will be equal the daily shift, based on the bid or Company assigned or approved schedule for that day. Overtime will be excluded.
7. When using a personal day, it is expected that individuals will notify the company as outlined in Article 6i) in collective agreement.
8. The Personal Leave bank will be renewed every January of a calendar year and will not be carried forward to the next calendar year.
9. Personal Leave entitlements will not be eligible for "pay out" for any unused days.
10. Should an amendment to the Canada Labour Code occur, both the union and company will meet for the purpose of amending this language.

Section 3: Medical/Sick Leave (Effective January 1, 2023)

All newly hired employees will be provided the following:

1. Newly hired employees, will be provided the following:
 - The employee, provided they are of active status, will earn medical leave with pay after completing an initial 30-day qualifying period of continuous employment with the company.
 - After completing the initial 30-day qualifying period, an employee will earn your first 3 days of medical leave with pay.
 - After receiving your first 3 days, an employee will earn 1 further day at the start of each month after completing 1 month of continuous employment, up to a maximum of 10 days per year.
 - Any days of medical leave with pay that you do not take in a year will be credited to an employee at the beginning of the new year up to a maximum of 10 days. In other words, any unused days will count toward the maximum of 10 days that an employee can earn during the following year.
2. Medical / Sick Leave will be defined as a bank of days and is separate from the Personal Leave bank.
3. For clarity, a "day" will be equal the daily shift, based on the bid or Company assigned or approved schedule for that day. Overtime will be excluded.

4. All employee who has been employed by the company for more than, twelve (12) months, as of January each subsequent year, will be entitled to ten (10) days medical/sick leave in their bank, provided they are "active".
5. If an employee is inactive and has been approved for a legislative leave or unpaid personal leave, then they will be entitled to accrue medical/sick leave as per the Canada Labour Code.

General Summary Medical/Sick Leave

1. For clarity, a "day" will be equal the daily shift, based on the bid or Company assigned or approved schedule for that day. Overtime will be excluded.
2. All medical/sick days must be full day increments, and shall not exceed the duration of the full shift. Upon request, if an employee must leave work due to one of the reasons stipulated for medical/sick leave, they will receive pay for the remainder of the shift if eligible, however a whole day will be deducted from their medical/sick leave entitlement. For clarity, the maximum paid will be the remainder of the shift.
3. As of December 31st, each calendar year an employee with twelve (12) months of continuous service will be eligible for pay out as per chart 1 below, payouts will be on the second (2nd) pay period of the following January. Employees that are inactive, will be paid out within thirty (30) days of return to active status.

Sick Payment Chart 1: (Payments will be in January)

Sick Days Taken	Sick Day Pay-Out
0 days taken	10 sick days paid out
1 days taken	9 Sick Days Paid Out
2 days taken	8 Sick Days Paid Out
3 days taken	7 Sick Days Paid Out
4 days taken	6 Sick Days Paid Out
5 days taken	5 Sick Days Paid Out
6 days taken	4 Sick Days Paid Out
7 or more days taken	0 Sick Day Paid Out

As of January, 2023, employees' sick banks were injected with fifty-six (56) hours, which is equivalent to 7 days, upon the implementation of this LOU the current hours in the respective bank will be converted to days, and the hours shall be rounded up to the nearest whole day based on the employees' current schedule as of April 9th, 2023. The current hours (now days) in the employees' sick banks will be topped up to reflect a compliment of ten (10) sick days as of January 1st, 2023.

4. Medical/ sick days maybe used in single day increments or multiple day increments.

5. When using a sick day, it is expected that individuals will notify the company as per Article 6 (i) in the collective agreement

Medical/Sick leave guidelines for use:

1. As an employee, you are entitled to up to 10 days of Medical/Sick leave with pay per calendar year for:
 - illness or injury
 - organ or tissue donation
 - attending medical appointments, or
 - to quarantine
2. As an employee you can be entitled to take Medical/Sick leave with pay:
 - for the employee's regular schedule of work, or
 - when the company expects the employee to be available for work
3. An employee cannot take medical leave with pay on a day that the company does not schedule or expect you to be available for work.

Medical Notes

1. For any medical/sick leave that is five (5) or more days in length. It may be required to provide appropriate documentation, supporting the leave as per the Canada Labour Code.

Section 4: Conclusion

This Letter of Understanding, between the parties, has been entered into on a without precedent or prejudice basis to ensure that the minimum statutory changes as specified in the Canada Labour Code and related regulations are applied. This letter of Understanding supersedes all sick and / or personal leave language currently applied in the Collective Agreement, due to the provisions currently provided by the Federal Canada Labour Code.

For clarity, upon separation of employment, no unused medical/sick leave or personal leave will be paid out to the employee, unless the Canada Labour Code specifies this payment.

Understanding the Federal Government can amend either the Personal Leave and/or Medical Leave regulations, at any time. Should the provisions change, the parties agree to meet a minimum of thirty (30) days prior to the change taking effect, to discuss with the purpose of developing a new agreement.

If the parties can not reach an agreement within sixty (60) days, of the change taking effect, then the current language as per the Collective Agreement, active as of December 2022, as it pertains to Medical/Sick and Personal days will be the default, unless the new Federal regulations supersedes language.

Both parties agree to meet within one hundred eighty days (180) to review this LOU.


SIGNED THIS 27th DAY OF April, 2023.

On Behalf of the Employer;
Garda Security Screening Inc.
Edmonton International Airport



Ashley Patterson
Senior Labour Relations Specialist

On Behalf of the Union;
General Teamsters
Local Union No. 362



Pei Vanden Brink
Business Agent