

RECEIVED
MAY 03 2007

COLLECTIVE AGREEMENT

BETWEEN

**AEROGUARD INC
Medicine Hat, AB**

AND:

GENERAL TEAMSTERS, LOCAL UNION NO 362

134 40(02)

TABLE OF CONTENTS

BARGAINING AGENCY and DEFINITION	1
Definitions	1
DURATION OF AGREEMENT	2
UNION SECURITY	2
DEDUCTION of UNION DUES	2
MANAGEMENT RIGHTS	3
UNION ACTIVITIES of EMPLOYEES	3
LEAVES of ABSENCE	3
Compassionate Leave	4
Injury or illness	4
Bereavement Leave	4
Jury Duty	4
Paternity Leave	5
Marriage Leave	5
SHOPSTEWARDS	5
Shop Stewards	5
UNIFORMS and MISCELLANEOUS	5
CONFLICTING AGREEMENT	6
TRANSFER of TITLE or INTEREST	6
GRIEVANCE PROCEDURE	6
PAYDAY and PAY STATEMENTS	7
ANNUAL VACATIONS	8
Vacationlists	9
HOURS OF WORK	10
Accident	11
Shift Request	11
Food Voucher	11
PERMANENT PART-TIME EMPLOYEES	12
Bidding Process	12
ON-CALL CASUAL EMPLOYEES	12
BONDING	13
EMPLOYER SEARCHES	13

TABLE OF CONTENTS. continued.

HEALTH and WELFARE PLAN	13
WAGE RATES	15
SEPARATION OF EMPLOYMENT	17
INSPECTION PRIVILEGES	17
EXTRA SKILLS or REQUIREMENTS	18
PARKING ALLOWANCE	18
SAVING CLAUSE	18
COMPENSATION COVERAGE	18
STRIKES and PICKET LINES	18
APPENDIX "A"	20
Prairie Teamsters Pension Plan	20

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 Aeroguard Inc. located at Medicine Hat Airport engaged in the security screening of passengers and baggage, excluding Supervisors and those above the rank of Supervisor, as per CIRB Order No. 8695U
- b) This Agreement shall cover all employees, as defined in (a) above, employed by the Employer at the Medicine Hat Airport only.
- c) The Employer recognizes General Teamsters Local Union No. 362 as the exclusive representative for the purpose of collective bargaining for all employees in the classification of Screeners.
- d) The term "employee" as used in this Agreement, shall apply to any person performing work in any job which is covered by the Certificate and this Agreement. There shall only be one (1) category under this Agreement, namely Screening Officers. Should any other category become necessary within the bargaining unit, and there is no classification or wage rate contained in this Agreement for the job category, then the Union and the Employer shall immediately negotiate a classification and wage rate for that category. Should the Parties fail to agree, the matter shall be referred to a neutral Arbitrator as provided for in this Agreement.
- e) All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union, as prescribed herein, or who are eligible to become members under Article No. 3 herein, except in the case of emergency circumstances such as short staffing, training, excessive passenger volume, and charters. No work which the employees perform, or can perform, shall be sub-contracted out in any manner.

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

f) **Definitions -**

- 1. A "Full-time Employee" is an employee who holds a position on a continuous basis, in accordance with Article No. 16(b) paragraph 2.
 - 2. A "Permanent Part-time Employee" is an employee who holds a position on a continuous basis, in accordance with Article No. 17(a).
 - 3. An "On-Call Casual Employee" is an employee who is offered work as set out in Article No. 18, paragraph (a).
 - 4. "Seniority Date and Start Date" shall be the first day of training.
- g) Within thirty (30) calendar days of the date of ratification of this Agreement, all employees previously designated as Point Leader(s), and now designated as Supervisor(s), shall be allowed to return to the bargaining unit, should they choose to do so.

ARTICLE NO. 2 - DURATION OF AGREEMENT

- a) This Agreement shall be in full force and effect from and including April 1, 2007 up to and including March 31, 2012, and shall continue in full force and effect from year to year thereafter, subject to the right of either Party to this Agreement, within four (4) months immediately preceding the expiration date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement.

Unless otherwise noted, monetary items will be retroactively applied to April 1, 2007.

- b) Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of Strike, and such Strike has been implemented, or the Employer shall give notice of Lockout, and such Lockout has been implemented, or the Parties shall conclude a renewal or revision of the Agreement, or a new Collective Agreement.
- c) The expiration date of the Agreement shall be deemed to be the day immediately preceding the implementation of a Strike by the Union, or the implementation of a Lockout by the Employer.

ARTICLE NO. 3 - UNION SECURITY

- a) The Union recognizes the right of the Employer to hire whomever they choose, subject to the seniority provisions contained herein. The Employer shall, however, give the Union an opportunity to refer suitable applicants for employment.
- b) The Employer agrees that when new employees who are not referred by the Union, are hired, the Employer shall have such employee complete the required Application for Union Membership cards, as supplied by the Union to the Employer, and mail same to the Union offices as soon as possible.
- c) All employees shall be required to become and remain a member in good standing of the Union, as a condition of employment with the Employer.

ARTICLE NO. 4 - DEDUCTION of UNION DUES

- a) The Employer shall, no later than the twentieth (20th) day of each month, remit to the Union a list containing the names of all employees who have left their employee since the previous checkoff was remitted, in addition to the names of all new employees hired during the preceding checkoff month. The Union shall then immediately send the Employer a current checkoff list based on the information supplied by the Employer.
- b) Fifteen (15) days after an employee commences employment, they shall have an amount equivalent to the monthly dues of the Union deducted from their wages, and that amount, along with the employee's name, will be added to the Union checkoff, before same is mailed to the Union. The deduction of Initiation Fees shall be in increments of fifty dollars (\$50.00) per month commencing the first month following ninety (90) calendar days of employment, until the Local Union Initiation is fully paid.

- c) All employees referred to above, will be required to sign an authorization form for the deduction and remittance of Initiation Fees, Union Dues, and fines and/or assessments, which may be levied by the Union in accordance with the Union's Constitution and/or By-Laws.
- d) The Employer shall deduct and pay over to the Secretary-Treasurer of the Local Union, such Initiation Fees, Union Dues, fines and or assessments levied in accordance with the Union's By-Laws, owing by the said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Local Union, not later than the tenth (10th) day of the month following the month to which such monies apply, and shall be accompanied by a written statement which will include the names of the employees for whom the deductions were made, and the amount of each deduction. The Employer is entitled to rely absolutely upon a certificate of the Secretary-Treasurer of the Local Union that such fees, dues, fines and or assessments were levied in accordance with the Local Union's By-Laws.

Where the Employer is not remitting such dues, initiation fees, etc. as outlined herein above, the Employer shall indicate such reason for not remitting by way of a monthly report from the Site Manager to the Local Union.

- e) The Union shall forward all authorization forms to the Employer. It shall be the responsibility of the Employer to take proper and due care of all authorization forms sent to the Employer by the Union.

ARTICLE NO. 5 - MANAGEMENT RIGHTS

- a) The Employer shall have the right to hire, discipline, demote or discharge employees for proper cause.
- b) The Union recognizes the exclusive right of the Employer to manage and direct the Employer's business in all respects in accordance with its commitments, and to alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement. A copy of all rules and regulations shall be given to the Union and to the employees. The employee shall sign a confirmation that a copy of the Employer's rules and regulations was received, and that their meaning is understood.
- c) Whenever possible, all rules and procedures are to be detailed in writing.

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

- a) The Employer shall allow time off work, without pay, to any employee who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business. No employee who acts within the scope of this clause shall lose their job or be discriminated against for **so** acting.
- b) During an authorized, unpaid Leave of Absence, an employee shall maintain and accumulate seniority.
- c) When the requirements of the Employer's service will permit, any employee hereunder upon written application to the Employer with a copy to the Union, may if approved by the Employer be granted an unpaid Leave of Absence in writing with a copy to the Union, for a period of thirty (30) calendar days. Under such unpaid Leave, the employee shall retain and accrue seniority only.

Such Leave may be extended for an additional period of thirty (30) calendar days, without pay, when approved by both the Employer and the Union, in writing, and seniority shall accrue during such extension.

Any employee hereunder on an unpaid Leave of Absence engaged in gainful employment without prior written permission from both the Employer and the Union shall forfeit his/her seniority rights and his/her name will be stricken from the Seniority List, and he/she shall no longer be considered an employee of the Employer.

An employee requesting an unpaid Compassionate Leave will be given special consideration, and may be required to substantiate the reason for such Leave, prior to returning to work. Any violation of this provision will be subject to disciplinary action.

An employee who goes to work for the Local Union which represents the employee in his/her bargaining unit, may apply for an unpaid Leave of Absence from the employer for a period not to exceed ninety (90) days. Such Leave will not be unduly withheld, and when granted, the Employer will do so in writing, with a copy to the Union. The employee will continue to accrue seniority during such Leave. At the expiration of the ninety (90) calendar days, the employee must return to his/her former position or relinquish all seniority rights with the Employer.

Employees must file a request for Leave of Absence, at least fourteen (14) days in advance, and the Employer must reply to the said Leave of Absence within seven (7) days of the request.

- d) When an employee suffers an injury or illness which requires his/her absence, they shall report the fact to the Employer as soon as possible, prior to their actual starting time, so that adequate replacement may be made if necessary. The reporting of such injury or illness should be made prior to starting times - a minimum of two (2) hours for day shifts, or four (4) hours for afternoon shifts. Repeated failure to comply may result in disciplinary action being taken by the Employer.
- e) Employees must keep the Employer notified of their correct address and phone number at all times.
- f) **Bereavement Leave** - In the case of death in the immediate family, (mother, father, husband, wife, common-law spouse, children, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren) upon notification to the Employer, the affected employee shall be granted five (5) days Leave of Absence with pay.

The employer shall grant an additional leave of absence of seven (7) days without pay to attend the funeral, if the funeral occurs outside a seven hundred (700) kilometer 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.

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

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

- h) **Maternity & Parental Leave** - shall be as defined and outlined in the Canada Labour Code. The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which she intends to commence the Leave, and 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 Employer shall reinstate her to her former position at not less than the same wages and benefits.
- i) **Paternity Leave** - an employee whose partner has given birth shall be granted two (2) days of paid Paternity Leave at the time of birth of the child, or on the date when the child is brought home.
- j) **Marriage Leave** - The Employer shall grant, upon written request, up to five (5) consecutive unpaid days off for an employee to attend his/her own wedding. An employee will be granted a Leave of Absence without pay to attend the wedding of a member of their immediate family.
- k) **Special Medical Leave** - where an employee is required to absent him/herself from work in order to attend an appointment with a medical specialist, the Employer shall grant such unpaid time off, providing the employee has requested such time off at least fourteen (14) days in advance of the appointment. Special consideration will be given in the event of short notice of appointments due to openings with the medical specialist due to cancellation, and without undo inconvenience to normal operations.

ARTICLE NO. 7 - SHOP STEWARDS

- a) The Union shall appoint or elect Shop Stewards from Regular Employees who have completed their probationary period and shall notify the Employer in writing of the appointment or election. The Employer shall only recognize such Shop Stewards when notified in writing by the Union, and shall not discriminate against them for lawful Union activity.
- b) The Union shall supply the Employer Labour Relations Department on or about each January 1, a list of the employees acting as Shop Stewards. Such list will indicate the name of the employee.
- c) Shop Stewards will suffer no **loss** of regular pay when processing grievances under Steps 1 and 2 of the Grievance Procedure.
- d) The Employer will notify the Union prior to the dismissal of any Shop Steward.

ARTICLE NO. 8 - UNIFORMS and MISCELLANEOUS

- a) All uniforms, when supplied by the Employer, shall be without cost to the employee.
- b) Uniforms will be as described in the Employer's Uniform Policy of November 15, 2004, and will be subject to change only upon mutual agreement between the Company and the Union.
- c) Upon termination of employment, the employee is required to return all pieces of the uniform which bear an external logo including the shield. The employee's final paycheque will not be issued until all required pieces of the uniform are returned to the Employer.

- d) Effective the date of ratification, for every four (4) weeks of work by an employee, the Employer shall pay to such employee, a cleaning allowance of ten dollars (\$10.00).
- e) Employees shall be issued with uniforms having a reasonable fit. An employee who at any time feels that his/her uniform is not of a reasonable fit, shall bring this to the attention of Management, and the matter shall be corrected in a reasonable period of time, at the Company's expense.

ARTICLE NO. 9 - CONFLICTING AGREEMENT

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

ARTICLE NO. 10 - TRANSFER of TITLE or INTEREST

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

ARTICLE NO. 11 - GRIEVANCE PROCEDURE

- a) Any grievance of a disciplinary nature shall first be taken up between such employee and the employee's Management Team. Such employee will be entitled to be accompanied by a Shop Steward or Union representative.

Time Limit to institute a grievance:

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

- b) Failing settlement under a) above, such grievance shall be taken up between the employee's Supervisor, or higher authority, and a Shop Steward or Local Union Representative. This Step must be completed within ten (10) calendar days from the completion of a) above.

- c) Failing settlement under b) above, such grievance and any question or controversy that is not of a kind that is subject to a) and b) above, the grieving party shall reduce the grievance to writing and it will be referred to and take up in a presentation to a Grievance Board, hereinafter referred to as "The Board". Such Board shall consist of two (2) Union Representatives appointed by the Secretary-Treasurer or higher authority of the Union, and two (2) representatives of the Employer, appointed by an officer of the Employer. Appointments to the Board by the Parties shall be in writing. All members of the Board shall have been duly appointed and **so** authorized that any settlement arrived at by the Board on a specific grievance shall be final and binding.

Except by written mutual agreement between the Union and the Employer providing for an extension of time and setting a firm meeting date, c) above, must be completed within ten (10) calendar days from the completion date of b) above.

In all such grievance procedures, the Union representative shall act in the capacity of Chairman of the meeting, and the representative of the Employer shall act in the capacity of Recording Secretary.

All copies of all minutes shall be signed and dated by both the Union and the Employer.

- d) Failing settlement under the above steps, 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 Department of Labour will be requested to appoint a neutral Arbitrator.

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

The cost of the Arbitrator will be borne equally by the Union and the Employer

ARTICLE NO. 12 - PAYDAY and PAY STATEMENTS

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

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

Any error in payroll calculation by the Employer, of twenty-five dollars (\$25.00) or more, shall be paid to the employee within ninety-six (96) hours of the error being brought to the attention of the Site Management Team. All pay adjustments will be explained in full. Errors in calculation or payment of the travel allowance as described herein will be considered an error in payroll calculation.

Failure by the Employer to correct a payroll error within ninety-six (**96**) hours of being notified in writing, will result in a penalty of four (**4**) hours pay per day until the error is paid.

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

ARTICLE NO. 13 -ANNUAL VACATIONS

- a) Employees who have previously completed or subsequently complete one (1) calendar year as an employee, shall receive two (2) weeks vacation at four percent (4%) of their annual gross earnings for the calendar year for which they are receiving their vacation. A calendar year shall be twelve (12) months from the date an employee commenced work.
- b) Employees who have previously completed or subsequently completed four (4) years continuous service and thereafter, as an employee shall receive three (3) weeks vacation at six percent (6%) of their annual gross earnings for the calendar year of service dating from their anniversary date prior to receiving said vacation.
- c) Employees who have previously completed or subsequently completed eight (8) years continuous service and thereafter, as an employee shall receive four (4) weeks vacation at eight percent (8%) of their annual gross earnings for the calendar year of service dating from their anniversary date prior to receiving said vacation.
- d) Employees who have previously completed or subsequently completed twelve (12) years continuous service and thereafter, as an employee shall receive five (5) weeks vacation at ten percent (10%) of their annual gross earnings for the calendar year of service dating from their anniversary date prior to receiving said vacation.
- e) Effective April 1, 2010 the number of years required to be entitled to a certain number of vacation weeks will be reduced by one (1) year.
- f) Employees entitled to vacations as set forth above shall be given their vacations within six (6) months of their anniversary date, and at a time suitable to the Employer and employee, based on seniority.
- g) Employees, at their option, shall have the right to split their vacation into separate periods consisting of a minimum of one (1) week at a time. The Employer will do its utmost to co-operate with any employee's vacation requirements where extenuating problems exist.
Definition - one week is seven (7) calendar days.
- h) For the purposes of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the Parties agree that when an employee has worked a minimum of seventeen hundred (1700) hours in an employee's calendar year, running from anniversary date to anniversary date, he/she shall be eligible for vacation as set forth above. If on Leave of Absence, but excluding sickness or Compensation, vacation pay shall only be at the percentage rate applicable to such employee that year, and not on weekly earnings.
- i) In the event that an employee leaves the employ of the Employer before he/she is entitled to two (2) weeks vacation, he/she shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- j) In the event of an employee leaving the employ of the Employer after he has had his vacation he earned for the previous year, he/she shall receive four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%), as the case may be, of his/her pay for the year in which he ends his/her employment for which no vacation has been paid.

- k) The employee must request vacation pay one (1) week prior to the scheduled vacation, and the Employer shall pay such vacation pay by direct deposit on the regular payday.

The Employer shall furnish the employee with a statement showing the period for which the employee is receiving his/her vacation pay, how the vacation pay was calculated, and shall include all overtime payments, commissions or anything of a monetary value on which the employee has to pay income tax.

- l) Annual vacation must be taken between January 1 and December 31 of the current contract year, and may not be carried over to the following year.
- m) Vacation lists shall be posted February 1 of each year, and employees shall designate their choice of vacation time before April 15. If an employee fails to designate his/her choice of vacation time on such listing while posted, vacation time shall be granted in seniority by the Employer. The Employer shall post the final vacation schedule by May 31, and it shall remain posted for the balance of the year. Once posted, this vacation schedule will not be altered unless mutually agreed to between the Employer and the employee(s) concerned.
- n) The following classifications will be recognized as separate groups for determining allocation of vacation:
 - 1. Full-time
 - 2. Permanent Part-Time

Each classification may allow up to ten percent (10%) per day to be on vacation simultaneously.

ARTICLE NO. 14 - GENERAL HOLIDAYS

- a) The following and all additional days as may be declared by the Federal government shall 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	

- b) Each full-time employee shall be paid eight (8) hours pay for each such Holiday, following the first thirty (30) days of employment, which is calculated from the first day of training.
- c) Following the first thirty (30) days of employment, part-time employees are entitled to an extra days pay for General Holidays if they have worked on at least fifteen (15) of the thirty (30) days immediately before that specific General Holiday.
- d) In addition to b) and c) above, employees working on a General Holiday, following the first thirty (30) days of employment, shall be paid as follows;
 - 1. The first eight (8) hours or portion thereof - time and one-half (1½) their regular rate
 - 2. All hours in excess of eight (8) and up to and including eleven (11) hours - double (2x) the regular rate
 - 3. All hours in excess of eleven (11) - triple (3x) the regular rate

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

ARTICLE NO. 15 - SENIORITY and PROMOTIONS

- a) For the purpose of this Agreement, Aeroguard Inc. will recognize the existing seniority / hours worked, of the former Group 4 Falck employees. Any pay increase due to these employees will be explained in full and paid to the employee by a separate deposit.
- b) Strict seniority shall prevail at all times, subject to the particular employee(s) being capable for any work which is to be done. Seniority shall be based from the first day of training.
- 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 alleged breach of this clause shall be the basis of a grievance. When it becomes necessary to reduce the working force, the last person hired shall be laid off first, and when the force is again increased, employees are to be returned to work in reverse order in which they are laid off during the layoff process. Full-time employees shall be given preference over part-time employees for available work, and no part-time employee will be given work unless all regular full-time Screeners are working.
- e) 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 cut-down in staff of the department, may be reinstated to his/her former position without loss of seniority, or accrued seniority, provided this occurs within one hundred and eighty (180) calendar days of the promotion.
- f) The Employer shall provide the Union with a separate seniority list for full-time and part-time employees, giving the names of employees and dates they commenced employment, immediately after the signing of this agreement and each four (4) months after that, and shall also post a copy of the seniority list at the site. The Employer shall add any new employees and delete those whose employment is terminated.

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

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

- g) Due to the nature of the Employers business, the Employer will have the right to discontinue the employment of any employee, for just cause, during the period up to ninety (90) calendar days from commencement:

ARTICLE NO. 16 - HOURS OF WORK

- a) The calendar week shall be from 12:01 a.m. Monday to midnight the following Sunday.
- b) Schedules will be submitted for mutual agreement by both the Employer and the Union prior to implementation. Such schedules will coincide with the airline schedules.

It is understood and agreed that full-time employees will work an average of at least seventy (70) hours in a two (2) week period. Any hours worked over the scheduled day will be paid at the overtime rate. The hours of work shall not be less than seven (7) consecutive hours per day.

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

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

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

- c) For all full-time employees, all time worked on the first day worked during days off shall be at time and one-half (1½) rates of pay, and all time worked on a subsequent second or third consecutive day off, shall be at double time rates of pay. This is based on completing a regular work week.

If any employee is required to work more than seven (7) consecutive days, he/she shall be paid the applicable overtime rates regardless of the calendar week.
- d) Any employee called out after his/her working day has been completed shall be paid a minimum of four (4) hours pay at the applicable overtime rate of pay.
- e) When an employee is called to work on one of his/her days off, he/she shall receive a minimum of four (4) hours pay at the applicable overtime rate of pay.
- f) Employees will be given eight (8) hours free from duty on any shift change, and where an employee has his/her shift changed and he/she receives less than the eight (8) hours free from duty, he/she will receive overtime at the overtime rate shown herein for each fifteen (15) minutes unit that he/she is short of his/her eight (8) hours.
- g) If an employee volunteers to leave early when working overtime on his/her day off, he/she will be paid only for the time worked. The employee must work at least four (4) hours on said shift.
- h) All employees may be required to work overtime, all of which shall be voluntary, and awarded in order of seniority. No employee will be allowed to sign up for, or work, overtime shifts while on vacation.
- i) When an employee meets with an accident at work which hampers him/her from the normal performance of duties, he/she shall be paid a full days wages for the day of the accident.
- j) The Employer agrees to allow employees to arrange shift work by mutual agreement between all employees, provided there is no conflict with the hours of work as set out herein. The Management Team have seventy-two (72) hours to authorize or deny the shift request(s) and respond to the affected employee(s).
- k) If any employee is required to work unscheduled overtime, of which he/she is not notified in advance of commencement of his/her regular shift, and the employee works beyond three (3) hours overtime, the employee shall receive a food voucher with a value of ten dollars (\$10.00) provided by the Employer.
- l) Implementation of the whole of this Article shall be no more than two (2) weeks from the date of signing of this Agreement.

- m) **Breaks** - an eight (8) hour shift will include two (2) fifteen (15) minute paid coffee breaks and one (1) one-half (½) hour paid meal break.

ARTICLE NO. 17 - PERMANENT PART-TIME EMPLOYEES

- a) Permanent part-time employees shall be offered, in seniority order, all available part-time work. Permanent part-time employees shall work no less than twenty (20) scheduled hours per week, and no more than thirty-two (32) scheduled hours per week, except during periods of training.
- b) A part-time shift can be established where there is not sufficient work to establish a full-time shift. No part-time shift may be scheduled to commence until one (1) hour after the completion of a prior part-time shift.
- c) Unless otherwise specified, all Articles contained in this Agreement shall apply to permanent part-time employees.
- d) **Bidding Process** - Bidding on work schedules shall be based on seniority within the Permanent Part-time classification. The Employer shall post the Permanent Part-time work schedule for bidding by the tenth (10th) day of the preceding month, for all work available, and shall be open for bidding for ten (10) days, during which time the employees shall submit their preference in writing. The Employer shall post the final schedule by the twenty-fifth (25th) day of the month.
- e) Based on seniority, Permanent Part-time employee will be offered Full-time positions as they become available.
- f) At no time shall Permanent Part-time employees exceed fifty percent (50%) of the Full-time staffing levels.
- g) It is understood and agreed that permanent part-time employees will have scheduled part-time shifts consisting of a minimum guarantee of not less than four (4) consecutive hours per shift.

ARTICLE NO. 18 - ON-CALL CASUAL EMPLOYEES

- a) An On-Call Casual employee will be offered work on an ad hoc basis, to cover the following:
 - 1. Illness and injury
 - 2. Periodic training requirements
 - 3. Cover shifts not covered by Full-time or Permanent Part-time employees
- b) An On-Call Casual employee will be held on a separate list.
- c) There is a requirement that On-Call Casuals will be available for work on a regular basis. Frequent unavailability for work will be grounds for review of the employee's work record. Part of such review will consist of a documented demonstration of the employee's availability to work. Frequent unavailability may result in discipline.
- d) Vacation pay will be given as per the Canada Labour Code.

- e) The following clauses in the Collective Agreement do not apply to the On-Call Casual employees:
 - 1. Article No. 13 - Vacations
 - 2. Article No. 15(a) - Seniority
 - 3. Article No. 21 - Health and Welfare Plan
- f) It is understood and agreed that on-call casual employees will be guaranteed a minimum of four (4) consecutive hours per shift/call-out.

ARTICLE NO. 19 - BONDING

- a) If at any time the Employer requires any employee hereunder to be bonded, it is agreed that the Employer shall then request the employee to fill in an application to a recognized bonding firm, selected by the Employer. Where any competent authority requires employees to be bonded, it shall be a condition of employment that the employees qualify for and obtain a bond.

ARTICLE NO. 20 - EMPLOYER SEARCHES

- a) The Employer will not require employees represented by General Teamsters Local Union No. 362 to participate in searches of the Employer's equipment, property or premises in the event of a bomb threat. This understanding does not preclude the voluntary participation by the employee in such searches, however the Employer shall inform the employees that a bomb threat has been reported prior to requesting the employees to search or service the Employer's equipment, property, or premises. In the Employer staff room, employees will be required to identify staff property. Property not identified as belonging to the staff may be destroyed by police as the necessity arises.

ARTICLE NO. 21 - HEALTH and WELFARE PLAN

- a) The Employer shall provide the Prairie Teamsters Health and Welfare Plan, excluding Long Term and Short Term Disability coverage, to all Full-time and Part-time employees, members of the Union, and eligible dependants coming under the jurisdiction of this Agreement. The Company shall provide the complete Prairie Teamsters Health and Welfare Plan, including Long Term and Short Term Disability coverage, to all Full-time employees who have attained Level 3 CATSA Certification and have completed three (3) calendar years of service.
- b) Any Full-time or Permanent Part-time employee, member of the Union, who is hired by the Employer after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following ninety (90) calendar days from the date of employment with the Employer.
- c) It will be the responsibility of the Employer to ensure that all employees are enrolled in the Health and Welfare Plan, and to make premium remittances on their behalf. Failure of the Employer to enroll employees, forward complete forms and/or remit premiums on the due date [being the tenth (10th) day of each month], to the trustees, will cause the Employer to be liable for any claim arising thereof.
- d) It shall be the Union's responsibility to supply all necessary enrollment forms to the Employer.
- e) The Employer shall remit the premiums to the Administrator as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees' responsibility, after receipt of the premiums, to distribute same to the applicable insurance underwriters.

- f) For Full-time employees, the cost of the Health and Welfare Plan will be paid for by the Company.

Effective the first of the month following the date of ratification, the cost of the Plan, excluding Short Term and Long Term Disability coverage, will be one hundred and eighty-seven dollars and thirty-eight cents (~~\$187.38~~) per employee, per month.

Effective the first of the month following the date of ratification, the cost of the Plan, including Short Term and Long Term Disability coverage, will be two hundred and forty-five dollars (~~\$245.00~~) per employee, per month.

Permanent part-time employees will have the same coverage, however will share the cost of the Plan on a seventy percent (70%) Employer - thirty percent (30%) Employee basis.

The Employer will be responsible for a maximum premium increase of five dollars (\$5.00) per employee per month effective January 1, 2008, January 1, 2009, January 1, 2010, January 1, 2011 and January 1, 2012.

- g) Effective April 1, 2007 Alberta Health & Wellness coverage for all full-time employees will be paid as follows:

Fifty percent (50%) by the Employer and fifty percent (50%) by the employee - for all full-time employees who have reached Level 3 CATSA Certification, and have completed three (3) calendar years of service.

- h) The Employer will continue to cover employees who are off ill, or on Compensation, for a maximum of three (3) months from date of illness or injury. After three (3) months, the employee will have the option to continue paying their own premiums through the Company.

- i) The Employer will pay for all medical examinations required by the Employer with the exception of the initial medical exams required by Transport Canada at the entry level, or processing, stage of the trainee.

- j) Effective April 1, 2007, full-time employees who have attained Level 3 CATSA Certification and have completed one (1) calendar year of service, will accrue Sick Days based upon two percent (2%) of the employee's regular hours worked.

Effective April 1, 2010 the percentage will increase to give full-time employees the equivalent of six (6) sick days per year.

Effective April 1, 2011 the percentage will increase to give full-time employees the equivalent of seven (7) sick days per year.

Effective April 1, 2012 the percentage will increase to give full-time employees the equivalent of eight (8) sick days per year.

The Parties agree that for the purposes of increasing the percentage, two percent (2%) of an employee's regular hour worked is equivalent to five (5) sick days. Sick days can be accrued and carried forward, year to year, up to a maximum of sixteen (16) days. All days accumulated in excess of sixteen (16) days will be paid out to the employee on December 15th of each year.

- k) Upon presentation of a receipt, the Employer will reimburse twenty-five dollars (~~\$25.00~~) per year for a flu shot and for Hepatitis vaccinations.

ARTICLE NO. 22 - WAGE RATES

APRIL 1, 2007

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$10.58				
Level 2	\$11.68				
		\$12.76	\$13.15	\$13.53	\$13.91
Length of Service Hours		0 - 2080	2081 - 4160	4161 - 6240	6240 +

SEPTEMBER 1, 2007

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$11.17				
Level 2	\$12.24				
		\$13.30	\$13.68	\$14.06	\$14.43
Length of Service Hours		0 - 2080	2081 - 4160	4161 - 6240	6240 +

APRIL 1, 2008

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$11.92				
Level 2	\$12.99				
		\$14.05	\$14.43	\$14.81	\$15.18
Length of Service Hours		0 - 2080	2081 - 4160	4151 - 6240	6240 +

SEPTEMBER 1, 2008

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$12.51				
Level 2	\$13.55				
		\$14.59	\$14.96	\$15.34	\$15.70
Length of Service Hours		0 - 2080	2081 - 4160	4161 - 6240	6240 +

APRIL 1, 2009

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$13.51				
Level 2	\$14.55				
		\$15.59	\$15.96	\$16.34	\$16.70
Length of Service Hours		0 - 2080	2081 - 4160	4161 - 6240	6240 +

SEPTEMBER 1, 2009

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$14.10				
Level 2	\$15.11				
		\$16.13	\$16.49	\$16.87	\$17.22
Length of Service Hours		0 - 2080	2081 - 4160	4161 - 6240	6240 +

MARCH 31, 2010

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$14.68				
Level 2	\$15.68				
		\$16.68	\$17.03	\$17.38	\$17.73
Length of Service Hours		0 - 2080	2081 - 4160	4161 - 6240	6240 +

For the period of April 1, 2010 through March 31, 2012, Aeroguard will match the wage rates negotiated by General Teamsters Local Union No. 362 for Screening Officers employed at the Calgary and Edmonton International Airports.

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

Point Leader Wage Rate - effective date of ratification, Point Leaders will receive an hourly salary rate equal to the maximum hourly rate for Screening Officers for the applicable time period, plus twelve and one-half percent (12½%). The Point Leader wage rate will be paid when a Screening Officer is requested by Management to act in a Point Leader capacity for more than one-half (½) hour, and shall be paid in one-half (½) hour increments.

ARTICLE NO. 23 - SEPARATION OF EMPLOYMENT

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

ARTICLE NO. 24 - INSPECTION PRIVILEGES

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

ARTICLE NO. 25 - EXTRA SKILLS or REQUIREMENTS

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

ARTICLE NO. 26 - PARKING ALLOWANCE

- a) Effective date of ratification, the Employer shall pay one hundred percent (100%) of the cost of staff parking at the Medicine Hat Airport.

ARTICLE NO. 27 - SAVING CLAUSE

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

ARTICLE NO. 28 -COMPENSATION COVERAGE

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

ARTICLE NO. 29 - STRIKES and PICKET LINES

- a) There shall be no strikes, work stoppages, job action or lockouts, under this Agreement, excepting those provided under the Federal Labour Code.

All disputes and grievances of either Party shall be settled as quickly as possible under the Grievance Procedure outlined herein.

- b) In the event of a strike by a Labour group other than those covered by this Agreement, involving the client's property or operations, the employees will remain on the job in accordance with their obligations under the Canada Labour Code, unless to do so would endanger the life of the employee.

COLLECTIVE AGREEMENT SIGNED THIS _____ DAY OF _____, 2007

ON BEHALF OF THE EMPLOYER:

Aeroguard Inc.
Medicine Hat Airport

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362

Mr. Bill Brown
Director Labour Relations & Training

Michelle Glubrecht
Business Agent

David Frost
Business Agent

APPENDIX "A"

Prairie Teamsters Pension Plan

Effective date of ratification, the employer will contribute, for all employees who have attained Level 3 CATSA Certification, an amount equivalent to one percent (1%) of the employees' gross monthly income to the Prairie Teamsters Pension Plan.

Effective April 1, 2008 this amount will increase to one and one-half percent (1½%).

Effective April 1, 2009 this amount will increase to two percent (2%).

Effective April 1, 2010 employees may allocate one percent (1%) of their hourly wage rate (\$0.17) for every hour worked to the Pension Plan and the Employer will contribute an additional one percent (1%) of the employee's **gross** monthly income. Total combined contribution will be four percent (**4%**).

Effective April 1, 2011 employees may allocate two percent (2%) and the Employer will contribute an additional two percent (2%) for a total combined contribution of six percent (6%).

Should employees choose not to allocate funds in 2010 and 2011 the Employer contribution will remain at two percent (2%) of the employee's **gross** monthly income.

Note - location premiums or bonuses are not defined as wages for the purpose of pension and as such will not be included in calculation of pension contributions.

Contributions and remittances referred to above shall be remitted monthly, by the twentieth (20th) day of the month following the month to which they refer, together with a form supplied to the Employer by the Union, which will provide full instructions.

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

- a) The Union will advise the Employer in writing of any delinquency.
- b) If the Employer has failed to respond within forty-eight (**48**) hours of receipt of notification, exclusive of Saturdays, Sundays and Holidays, the Union may then request a meeting with the Employer to provide for payment of funds.
- c) 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.