

COLLECTIVE AGREEMENT

BETWEEN

GARDA SECURITY SCREENING INC.
carrying on business as GARDA

AND

**PRE-BOARD SCREENERS, LOGISTICS,
MANUFACTURING AND ALLIED TRADES
UNION, LOCAL 56**
Affiliated with the **CHRISTIAN LABOUR
ASSOCIATION OF CANADA**

April 1, 2007 – March 31, 2012
(Updated September 1, 2009)

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COLLECTIVE AGREEMENT

BETWEEN Garda Security Screening Inc. c.o.b. as GARDA

(hereinafter referred to as “the Employer”)

AND

Pre-Board Screeners, Logistics, Manufacturing and
Allied Trades Union, Local 56

Affiliated with the Christian Labour Association
of Canada

(hereinafter referred to as “the Union”)

ARTICLE 1 – PURPOSE

1.01 It is the intent and purpose of the Parties to this Agreement, which has been negotiated and entered into in good faith, to:

- a) recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
- b) provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
- c) establish an equitable system for the promotion, transfer, layoff and recall of employees
- d) establish a just and prompt procedure for the disposition of grievances; and,
- e) generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship between the Employer, the employees, and the Union which will be conducive to their mutual well-being.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in the certification issued on October 11th, 2007 by the Canada Industrial Relations Board, namely “all employees of Garda engaged in screening, baggage security and security services at Kamloops Airport, Kamloops, BC.”
- 2.02 The Employer agrees that the Christian Labour Association of Canada (CLAC) Local 56 and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.03 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual written agreement between the parties.
- 2.04 The Union acknowledges that it is the right of the Employer:
- a) to manage the enterprise, including the scheduling of work and the control of materials and equipment;
 - b) to maintain order, discipline, and efficiency and in connection therewith to establish and enforce reasonable rules and regulations
 - c) to hire, direct, transfer, promote, layoff, recall, discipline, and discharge, demote, classify and assign duties provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that he has been disciplined or discharged without just cause will be subject to the Grievance Procedure in Article 24.

ARTICLE 3 – SCOPE

- 3.01 Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.
- 3.02 Existing rights and privileges established or recognized by the Employer that are not specifically covered by this Agreement, and that are not in conflict with any terms of this Agreement, shall remain in effect for the duration of this Agreement.
- 3.03 Management and non-bargaining unit employees shall not perform work normally performed by members of the bargaining unit, except in cases of emergency (in the event of “no shows” or excessive passenger volume), or for training, instructional, or evaluation purposes.
- 3.04 The word “employee” or “employees” wherever used in the Agreement shall mean respectively an employee or employees in the bargaining unit described in Article 2.01.
- 3.05 Unless otherwise stated, the word “day” or “days” wherever used herein, shall be deemed not to include Saturdays, Sundays and paid holidays observed by the Employer.
- 3.05 Words importing the singular will be deemed to include the plural and vice versa and words importing the feminine will be deemed to include the masculine and vice versa as the context requires.

ARTICLE 4 - UNION REPRESENTATION

- 4.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a) CLAC Representatives are authorized to act on behalf of the Union and are representatives of the employees in all matters pertaining to this Agreement.
 - b) The Union has the right to elect or appoint Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances. Stewards are not permitted to amend any terms of this Agreement.
- 4.02 Stewards will not absent themselves from their work to deal with union business without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters during regular working hours.
- 4.03 The Union has the right to elect or appoint one (1) union member for every twenty (20) employees to a Negotiating Committee.
- 4.04 The Employer shall provide sufficient bulletin board facilities at mutually agreed locations for the exclusive use of the Union.
- 4.05 Union Representatives shall have the right to visit at the location where employees are working. Such visits shall not unduly disrupt the flow of work. As a courtesy, BA will be notified in advance of such visits.
- 4.06 The Union shall notify the Employer in writing of the names of the employees who are members of the negotiating and grievance and the Employer shall not be required to recognize them until so notified.

ARTICLE 5 - WORK STOPPAGES

- 5.01 During the term of this Agreement, or while negotiations for a further Agreement are being held,

- a) the Union will not declare or authorize any strike, slowdown, or any stoppage of work, or otherwise restrict or interfere with the Employer's operation through its members; and that no employee shall take part in, instigate or threaten any such strike, slowdown, work stoppage or restriction of work or service.
- b) the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload.

ARTICLE 6 - CHECK OFF

- 6.01 The Employer is authorized to and shall deduct monthly union dues, or a sum in lieu of union dues, from each employee's pay as a condition of employment. The Employer shall also deduct administration fees as authorized by the Union.
- 6.02 The amount of union dues and initiation fees shall be in accordance with the direction of the Union, as determined by the Union's Constitution.
- 6.03 The total amount checked off will be mailed to the Union's regional office within one (1) week of the end of each month, together with an itemized list of the employees for whom the deductions are made and the monthly amount checked off for each.
- 6.04 The Union agrees to indemnify and hold the Employer harmless against any claims, lawsuits, or charges brought against it by an employee as a result of the application of Article 6.

ARTICLE 7 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 7.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to union members for employment, provided such applicants are qualified, in the Employer's opinion, to meet the requirements of the job.
- 7.02 The Employer shall provide the Union with necessary information regarding new hires, job postings and awards, layoffs, and terminations. An employee list containing the name, address, phone number, date of hire and classification of new employees shall be provided to the Union every four (4) months.
- 7.03 The Union agrees that it will make membership in the union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the union.
- 7.04 Neither the Employer nor the Union will compel employees to join the union. The Employer will not discriminate against any employee because of union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Notwithstanding this, it is understood that all employees in the Bargaining Unit are covered by the collective agreement and will pay dues, whether or not they join the union.

ARTICLE 8 - HARASSMENT AND DISCRIMINATION

- 8.01 The Employer and the 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.
- 8.02 Workplace harassment is conduct that is unwanted or unwelcome and unnecessary and is known or ought reasonably 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.

- 8.03 The Employer and the 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. 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 policy may constitute grounds for discipline up to and including termination.
- 8.04 Any complaint involving allegations of discrimination or harassment, as defined in Article 8.01 may be reported in confidence directly to the Base Administrator and the Union. Once a complaint(s) is brought forward, both the Employer and the Union must be made aware of the complaint in writing. A 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.
- 8.05 Nothing in this Article shall be considered to negate the right of an employee to seek compensation through civil action or other legal means for any damages arising from a bona fide complaint of harassment, including but not limited to filing a Human Rights Complaint.
- 8.06 Right of Arbitrator

- a) an arbitrator hearing a complaint or grievance under this article shall have jurisdiction to:
 - i) dismiss the complaint or grievance;
 - ii) determine the appropriate redress regarding the complaint or grievance.

8.07 Where the discrimination or harassment is proven and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainant's consent. All transfer costs to be borne by the person transferring.

ARTICLE 9 - PROBATIONARY PERIOD

9.01 New employees will be hired on a ninety (90) day probationary period and after their first (1st) hour worked with a restricted area pass they shall attain regular employment status and seniority calculated to their most recent date of hire.

9.02 The probationary period shall be used by the Employer to assess new employees and determine their suitability for long-term employment. The parties agree that the discharge or layoff of a probationary employee because of skills, abilities, qualification, or suitability shall be at the discretion of the Employer.

9.03 The Union shall be permitted to meet with new employees and to discuss union membership with them.

9.04 Employees on probation are covered by this Agreement, except those provisions that specifically exclude probationary employees.

ARTICLE 10 – SENIORITY

10.01 Seniority is defined as an employee's length of service in the bargaining unit since the most recent date of hire subject to

classification seniority according to Article 13.02. If two (2) or more employees have the same date of hire, length of service will be determined by a numbers draw. There will be double the numbers from which to draw as there are employees drawing. The highest number will be the most senior, etc. This draw will be done right after hiring during training with all involved employees present. The Union will be responsible for administering the draw and providing the Employer with a copy of the results. If the Union cannot be present, the Union will appoint a designate to conduct the draw.

- 10.02 The parties agree to the general principle that job security and opportunity should increase commensurate with seniority subject to Article 10.03.
- 10.03 The Employer shall maintain a seniority list consisting of the name, date of hire, and classification of every employee in the bargaining unit, ordered by length of service. Seniority lists shall be posted on the union bulletin board every four (4) months. A copy of this list shall be mailed to the Union. Additional, updated copies of the list are available to the Union upon request.
- 10.04 Within thirty (30) days of the posting of the seniority list, an employee may challenge their placement on the list. Thereafter, the seniority date of each employee shall be deemed to be conclusive.
- 10.05 Employees who accept a transfer out of the bargaining unit, yet remain in the employ of the Employer, shall retain their seniority position for six (6) months. Within this period, the transferring employee may choose to return to his previously held bargaining unit position, if it still exists. After this period, seniority rights shall cease.
- 10.06 Seniority rights shall cease, and employment shall be deemed terminated, for any employee who:

- a) voluntarily terminates employment;
- b) is discharged, and this discharge is not reversed through the Grievance Procedure;
- c) is laid off for a continuous period of more than twelve (12) consecutive months;
- d) fails to return from an approved leave-of-absence or vacation within five (5) days of its expiration, unless mutually satisfactory arrangements have been made;
- e) fails to return from layoff within seven (7) days of recall under Article 11 unless mutually satisfactory arrangements have been made;
- f) is absent from work for three (3) consecutive working days without notifying the Employer unless a reason satisfactory to the Employer is given;
- g) works for another employer while absent from his employment, except while on layoff or when employee's are on vacation or days off;
- h) fails to qualify for the appropriate Canadian Air Transport Security Authority certification and/or Transport Canada designation, i.e. all routes will be expired before termination of seniority;
- i) fails a second re-certification in accordance to CATSA requirements.

ARTICLE 11 - LAYOFF AND RECALL

11.01 Should cause such as a fire, flood, explosion, Act of God, or any unforeseeable work stoppage by employees of an airline served

by the Employer, or circumstances beyond the control of the Employer make it necessary to temporarily reduce the working force, the employees affected thereby shall be laid-off according to seniority with twenty-four (24) hours notice from the commencement of the work stoppage providing that seniority shall apply during such lay-off. In the event of a partial resumption of operations, the employees affected shall be recalled by seniority.

- 11.02 A layoff means a reduction in available hours or positions due to changes in CATSA policy, airline activity or technology.
- 11.03 The Employer has the right to lay-off employees to the extent it determines to be necessary. In the event of a lay-off, the Employer shall lay-off in reverse order of classification seniority. The onus shall be on the Employer to establish that the senior employee has insufficient ability to perform the work required, and if proven, the Employer will provide training to the employees in order of seniority.
- 11.04 The Employer shall notify the Union as soon as possible prior to any permanent lay-off. All employees shall receive at least fourteen- (14) day's notice of any permanent lay-off. The Employer agrees to meet the Union in the event of major operations changes that may result in lay-offs to review the status of full-time and part-time positions and to discuss displacement rights in each classification prior to lay-off.
- 11.05 An employee who has been laid-off shall be listed according to seniority after the date of lay-off and remain on the seniority list for recall for a maximum of twelve (12) months. If not recalled to work during that time, his name shall be removed from the seniority list.
- 11.06 Recalls from such lay-offs shall be in order of classification seniority.

- 11.07 Recall shall be by registered mail to the address last filed by the employee with the Employer, or by personal interview. The Union shall receive a copy of each letter of recall and notification of each recall made by personal interview. A previous employee with seniority must keep the Employer informed of any change of address by registered mail.
- 11.08 If within seven (7) calendar days after the date of receipt of notice of recall an employee shall have failed to notify the Employer that he intends to return to work or to have satisfied the Employer that he is unable to return because of accident or illness or other sufficient cause, he shall lose all seniority and his name shall be removed from the seniority list.

ARTICLE 12 - LEAVES OF ABSENCES

- 12.01 The Employer may grant a leave of absence without pay for a period not exceeding sixty (60) days to an employee provided that:
- a) the employee gives notice in writing to the management of his request for a leave of absence at least thirty (30) days prior to the proposed commencement of the leave of absence (except in the case of emergency); and
 - b) in the judgment of the Employer, the proposed leave of absence can be arranged without undue inconvenience to normal operations.
- 12.02 Applicants must indicate, on forms provided by the Employer, the reason(s) for their decision, leave of absence and the expected dates of departure and return when giving notice of their request for a leave of absence.

12.03 The Employer shall notify in writing both the applicant and the Union of its decision within fourteen (14) days after the request was made by the employee to the Employer.

12.04 The Employer has agreed that leave of absence will be administered on the following basis:

- a) Up to eight percent (8%) of the work force may be eligible to be on leave of absence at any given time.
- b) Requests must be made in accordance with 12.01(a).
- c) Leaves of absence shall be granted on the basis of seniority.
- d) When returning from a leave of absence, the employee shall be placed on the same shift, which they left. The Employer has thirty (30) days to place the employee back on their original shift.

12.05 Bereavement Leave

- a) An employee who has completed her probation will be granted a leave of absence, with pay, during the four (4) days immediately following the day of death of a member of his immediate family. However, one (1) day will be reserved for the day of the funeral. If one (1) or more of leave days would have been the employee's regular scheduled work day(s), the employee will be paid for the day(s) at his regular basic hourly rate.
- b) The Employer may grant an additional leave of absence of seven (7) days, without pay, if the funeral occurs outside of a five hundred (500) mile radius of the employee's normal work location and, in the judgement of the Employer, such leave of absence can be arranged without undue

inconvenience to normal operations. The Employer may require proof of death or burial.

- c) "Immediate family" means, in respect of the employee:
- i) the employee's spouse or common law partner;
 - ii) the employee's father and mother and the spouse or common law partner of the father or mother;
 - iii) the employee's children and the children of the employee's spouse or common law partner;
 - iv) the grandfather and the grandmother of the employee;
 - v) the sibling of employee or employee's spouse or common law partner
 - vi) the father and mother of the spouse or common law partner of the employee and the spouse or common law partner of the father or mother;
 - vii) any relative who resides permanently with the employee or with whom the employee permanently resides.

12.06 Union Business

- a) The Employer may grant a leave of absence, without pay, to not more than three percent (3%) of employees, or two (2) employees, whichever is higher for a combined total period not exceeding thirty (30) days in any calendar year, to represent the Union at Union conventions, seminars and education classes provided the Employer is given thirty (30) days advance notice in writing by the Union and, in the judgement of the Employer, such leave of absence can be arranged without any operational disruptions.
- b) The Employer will grant a leave of absence, without pay, to not more than two (2) members of the grievance committee for the purpose of preparing for arbitration under Article 24 or other Union business provided the Employer is given at least two (2) days advance notice in writing by the Union

and, in the judgement of the Employer, such leave of absence can be arranged without any operational disruption.

- c) The Employer may grant a leave of absence, without pay, to members of the Union's negotiating committee for purposes set out in Article 4.03 provided the Employer is given, at least, two (2) days' advance notice, in writing, by the Union, in the judgement of the Employer, such leave of absence can be arranged without any operational disruption.

12.07 Parental Leave

- a) Parental Leave shall be as per Canada Labour Code requirements.
- b) Adoption Leave as per the Canada Labour Code.
- c) Child Care Leave as per Canada Labour Code.
- d) The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which she intends to commence leave and a certificate of a qualified medical practitioner stating that she is pregnant and the estimated date of her confinement.
- e) An employee who does not apply for leave, as set forth in d) and who is otherwise entitled to maternity leave, shall be granted a leave of absence under 12.07, upon providing the Employer with a certificate of a qualified medical practitioner, stating that she was not able to perform her work because of an unexpected medical condition directly attributable to pregnancy and the date of confinement.
- f) Where an employee intends to resume her employment with the Employer upon the expiration of the leave granted, in accordance with the provisions of Article 12, the Employer

shall reinstate her to her former position within thirty (30) days and wages and benefits will remain the same.

ARTICLE 13 - JOB CLASSIFICATIONS AND RATES OF PAY

13.01 The Employer and the Union agree that Schedule “A” attached hereto outlines the levels of pay and shall be maintained during the term of the Agreement.

13.02 Full-time, Part-time and Casual

- a) A full-time employee is an employee who is regularly scheduled to work thirty two (32) hours per week or more.
- b) A part-time employee is an employee who is regularly scheduled to work less than thirty-two (32) hrs per week but more than or equal to twenty (20) hours per week.
- c) A casual employee is an employee who is regularly scheduled to work less than twenty (20) hours per week or is not regularly scheduled to work any shifts but has declared their availability to work.
- d) Notwithstanding Articles 12, 17 and 18, all employees must work four (4) hours per week on average over a period of four (4) weeks to maintain active employment status.

13.03 An employee’s base hourly wage shall be the highest hourly rate for which he qualifies.

13.04 An employee designated as the Point Lead shall be paid in accordance to Schedule “A” attached. In the event two employees are eligible to serve as Point Lead on a given shift, the more senior employee shall be designated the Point Lead, unless the more senior Point Lead is called in as a relief worker.

- 13.05 If an employee is required to work as the Acting Base Administrator at the request of the Employer, (e.g. annual vacation, Leaves of Absence, extended illnesses) they will receive the Base Administrator's pay rate.
- 13.06 It is understood that company shall pay for time required by the shop steward(s) in servicing grievances or in connection with grievance procedure or any labour management meeting.

ARTICLE 14 - JOB POSTINGS

- 14.01 The Employer and the Union agree that promotions and transfers to higher paid jobs or to better jobs with equal pay will be based primarily on the skill, ability, experience, qualifications, and seniority of the employee concerned. Where the skill, ability, experience, and qualifications are relatively equal, seniority shall govern.
- 14.02 The Employer agrees not to discriminate against present employees, who have not been trained, (i.e. if a job is posted, the Employer will not take the position that only trained employees may qualify) and if no current employees are sufficiently trained, training will be offered at the Employers expense to the employees in order of classification seniority.
- 14.03 When selecting applicants the Employer and the Union shall compare employees on the same basis for the same job and provide the Union with the comparison if requested in a dispute. Written tests may be applied, as well as interviews, in order to assist in determining skill, ability, experience and qualifications for a given position.
- 14.04 The Employer agrees to create a job-posting book, which will be available to all employees upon return to work. All bargaining unit vacancies will be posted for a period of seven (7) calendar days on Employer bulletin boards in the workplace. The posting

will include the number of hours and number of days per week, the classification required and the effective start date. If no suitable applicants are brought forward by this posting within the seven-(7) calendar days specified, the Employer will fill the vacancy by such other means, as it may deem fit.

- 14.05 Employees who are on vacation or sick leave (i.e. LTD, STD, maternity, WCB, etc.) and wish to be notified of any job postings during their absence must advise management in writing with a current address and phone number. It will be the employee's responsibility to apply in accordance with Article 14.04.
- 14.06 Notwithstanding 14.01, all bargaining unit full-time positions will be offered in order of classification seniority to the following groups of employees:
- a) part-time employees;
 - b) casual employees;
 - c) transfers from other base;
 - d) new hires.
- 14.07 Notwithstanding 14.01, Point Leads who, of their own choice, relinquish their title will not be able to apply for any Point Lead position for a period of six (6) months. However, if a Point Lead applies for an open position, according to Article 14.01, this clause will not apply.
- 14.08 To fill the position that was vacated by a Point Lead relinquishing their title, the position will be filled by appointment until a posting can be created.

14.09 The Employer will transfer successful bidders to their new position within thirty (30) calendar days of the award date, unless otherwise agreed between the Union and the Employer.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01 Employees shall receive the maximum amount of regularly scheduled hours up to forty (40) hours per week in order of classification seniority.

15.02 The Employer will arrange shift schedules to meet its contractual commitments and to cater to fluctuations and changes to airline schedules and airport and CATSA requirements. It is understood and agreed that the parties will work together to make the shift schedules work to the benefit of both parties.

15.03 Shift Bids

- a) Shift preferences will be based upon the employee's classification seniority, but all employees will be subject to the standard rotation and site staffing requirements, as per management's discretion.
- b) An open shift bid occurs when additional hours are added to workplace either because of additional flights or vacated positions.
- c) A general shift bid occurs every six (6) months or as mutually agreeable between union and management. All of the shifts in the workplace are available to be bid on in order of classification seniority. (See Schedule B.)
- d) The Employer will provide the Union with the shift schedules as established for the purpose of the Union to conduct and administer the shift bids.

- e) The Union will have ten (10) calendar days upon receipt of the schedule to return the completed shift bids to the Employer. The Employer will post shift awards seven (7) calendar days prior to the schedules effective date. Should the Union fail to return the completed shift bids to the Employer within the ten (10) calendar day time line, the Employer will take over and complete the shift bid and the Union will no longer conduct shift bids.

15.04 The minimum hours of pay for any shift for which an employee is dispatched shall be four (4) hours providing the employee is not removed for just cause.

15.05 The Employer may alter the shift schedules with twenty-four (24) hours' notice to the Union and the employees involved to accommodate minor airline schedule changes and to cover employees out of the workplace for any reason. If twenty-four (24) hours' notice is not given by the Employer, then a rescheduled employee shall receive one and one-half (1 ½) times his regular rate of pay for the first shift worked, or shall receive his regular rate of pay for the first shift that has been cancelled.

15.06 For the purpose of this article, a day shall commence at the start of an employee's shift and shall end twenty-four (24) hours later. A week shall commence at 12:01 a.m. Sunday and end at 12 midnight on Saturday.

15.07 Breaks

- a) effective April 1, 2008 an employee who works more than six (6) hours in a day will be entitled to an unpaid meal break of one-half (1/2) hour at a mutually agreeable time
- b) effective April 1, 2009 an employee who works more than six (6) hours in a day will be entitled to a paid meal break of one-half (1/2) hour at a mutually agreeable time

- c) An employee who works more than six (6) hours in a day shall be entitled to two (2) fifteen (15) minutes paid breaks at mutually agreeable times during the day. An employee who works less than six (6) hours in a day shall be entitled to one (1) fifteen- (15) minute paid break during such day at a mutually agreeable time.
- d) Employees who work more than ten (10) hour shifts shall be entitled to three (3) fifteen (15) minute paid breaks at mutually agreeable times.

15.08 An employee is eligible for overtime at one and one-half (1 ½) times their regular rate of pay for all hours worked according to the following conditions:

- a) The employee is requested by the Employer to work additional hours on a day they are already scheduled to work.
- b) The employee is called in to work with less than twenty-four hours notice on a day the employee was not regularly scheduled to work

15.09 If overtime become available and is authorized by the Employer, these hours shall be offered in order of seniority to those employees on shift. Should the senior employees on shift refuse the overtime hours, the most junior, qualified employee on shift will be required to work until a replacement is found. A replacement employee will only be required for overtime or extra hours in excess of three (3) hours. Should no replacements be found and the employee is required to work in excess of the three (3) hours, then he will be paid not less than four (4) hours overtime regardless of the actual additional hours worked.

15.10 If any employee is required to work overtime, of which she is not notified in advance of commencement of 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.

15.11 The Employer will make a reasonable effort to find a replacement employee according to the following procedure:

- a) Contact employees who have identified themselves in the voluntary overtime book as available to work the required overtime hours in order of seniority.
- b) Contact employees who have not identified themselves as available to work overtime hours in order of seniority.
- c) The Employer shall be deemed to have contacted an employee by calling the phone numbers provided by the employee. If no answer, the Employer shall leave a message stating the number of overtime hours available. The Employer may then continue contacting employees according to 15.11 a) and b). Should the overtime hours be accepted by a junior employee before a more senior employee is able to contact the Base Administrator, the hours shall be awarded to the junior employee.
- d) A voluntary overtime book shall be regularly updated and maintained by the Base Administrator in consultation with the affected employees.

15.12 Notwithstanding 15.09, employees shall have the right to refuse overtime.

15.13 Should an employee be by-passed in error for overtime, the onus of proof to be provided by said employee and the Employer would be required to pay the overtime hours missed.

- 15.14 Employees shall be compensated for all authorized overtime. Authorized overtime shall not mean work by mutual agreement between employees for their convenience.
- 15.15 Any hours worked by an employee on a paid holiday beyond her regular shift or in excess of the regular weekly hours will be paid at two (2) times their regular rate of pay.
- 15.16 Full-time employees that work in addition to their regular weekly shift shall be paid on the first extra shift, time and one half (1 ½) their regular rate of pay and on a second consecutive extra shift two (2) times their regular rate of pay. All employees must work forty (40) hours before the provisions of Article 15.16 take effect notwithstanding as outlined in 15.09 and 15.10.
- 15.17 An employee who reports for work as scheduled is entitled to four (4) hours pay if no work is available and he has not been advised in advance except in cases beyond the Employer's control.
- 15.18 All time spent in attendance at any proceeding, arising out of actions performed on behalf of the Employer or the Employer's client, shall be paid at the applicable rate. Monies from the Court shall be reimbursed to the Employer.
- 15.19 Time spent at Citizenship Court is limited to the day of the swearing in only, and payment shall be straight time pay for those who are normally required to work on the day of swearing in.
- 15.20 Court Appearance - If an employee is subpoenaed to appear in court in a matter relating to the Conduct of the employee's pre-board screening duties, he will be paid for such appearance.
- 15.21 An employee who leaves work due to a W.C.B. related injury or illness, which requires offsite treatment and prevents a return to

work, shall be paid for the balance of their regular or scheduled shift on the day of the injury or illness.

15.22 Shift Trade Policy

- a) If an employee on his regularly scheduled day off agrees to work for another employee's shift, that employee shall be paid his normal wage for that day.
- b) Both employees must sign a "shift change sheet" and submit to management for approval.
- c) The employee signing to work that shift is responsible and must be qualified for that shift.
- c) No employee shall be eligible for a shift trade if they have worked, or will work, a shift of twelve (12) hours or more per day or forty (40) hrs or more in a one (1) week period as a consequence of the trade shift.

ARTICLE 16 – TRANSFERS

16.01 Province Wide Transfers

- a) Employees may submit a Letter of Preference, which will be kept on file with the Employer for a period of one (1) year, which states the site to which the employee would like to transfer.
- b) Whenever a position becomes vacant at any location and it is necessary to hire new staff, the Employer will first consult the file containing Letters of Preference. Employees who have submitted a Letter of Preference for the applicable site will be considered ahead of external applicants for the available position(s). If two or more employees are

considered equally qualified for this position, then seniority shall prevail.

- c) If an employee is selected by the Employer to fill a position outside his home site, the Employer will not be responsible for any costs associated with the relocation. The employee may transfer his Employer seniority for vacation relief and placement upon the established pay grid for the site to which he is transferring, if the CBA permits at that site, however, the seniority of the employee will move to the bottom of the list for the purposes of shift preferences.

16.02 Canada Wide Transfers

- a) Employees may submit a Letter of Preference, which will be kept on file with the Employer for a period of one (1) year, which states the site to which the employee would like to transfer.
- b) For the above articles, the Employer will endeavour to notify the Union at least two (2) weeks prior to any advertisement to filling open and new positions.

ARTICLE 17 – VACATIONS

17.01 All employees shall be entitled to an annual vacation with pay based on continuous employment with the Company as of June 30th of every year, in accordance with the following:

- a) An employee, with more than one (1) but less than five (5) (*EFFECTIVE April 1, 2010, four [4]*) completed years of service shall receive a two (2) week vacation with pay equivalent to four percent (4%) of his gross earnings for the preceding vacation year, pursuant to his employment with the Company.

- b) An employee, upon completion of five (5) (*EFFECTIVE April 1 2010, four [4]*) years of service, shall receive a three- (3) week vacation with pay equivalent to six percent (6%) of his gross earnings for the preceding vacation year, pursuant to his employment with the Company.

- c) An employee, upon completion of eight (8) (*EFFECTIVE April 1, 2010 seven [7]*) years of service, shall receive a six (6) week vacation with pay equivalent to eight percent (8%) of his gross earnings for the preceding vacation year, pursuant to his employment with the Company. The six weeks shall consist of 4 weeks paid and 2 optional unpaid weeks.

- c) An employee, upon completion of fifteen (15) (*EFFECTIVE April 1, 2010 fourteen [14]*) years of service, shall receive a seven (7) week vacation with pay equivalent to ten percent (10%) of his gross earnings for the preceding vacation year, pursuant to his employment with the Company. The seven weeks shall consist of 5 weeks paid and 2 optional unpaid weeks.

ARTICLE 18 - PAID HOLIDAYS

18.01 For the purposes of the Agreement, the following days are recognized as paid holidays for employees who have completed their first thirty (30) days of employment with the Employer:

- New Year's Day
- BC Day
- Good Friday
- Victoria Day
- Canada Day
- Easter Monday (effective April 1, 2010)
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

18.02 No employee is entitled to be paid for a holiday on which he does not work when he did not receive wages for at least fifteen (15)

days during the thirty (30) calendar days immediately preceding the holiday.

- 18.03 An employee, who qualifies for holiday pay in accordance with Article 18.01 and is not required by the Employer to work on any of the above holidays, shall be paid the equivalent of the wages he would have earned at this regular basic hourly rate for his normal hour of work.
- 18.04 An employee, who qualifies for holiday pay in accordance with Article 18.01 and is required by the Employer to work on any of the above holidays, shall be paid one and one-half (1 ½) times his regular basic hourly rate for time worked on such holiday in addition to his pay under Article 18.03.
- 18.05 If any of the above holidays are observed by the Employer while an employee is on a scheduled vacation the Employer shall compensate the employee with payment for the equivalent of the wages he would have earned at his regular basic hourly rate for his normal hours of pay.
- 18.06 No employee is entitled to be paid for a holiday on which he did not report for work after having been scheduled or called to work for that day, unless their absence occurred for a legitimate reason.
- 18.07 Where a new employee who has not attained thirty (30) days of employment with the Employer is required to work on a holiday, he shall be paid according to the Canada Labour Code for the time worked by him on that day.

ARTICLE 19 - HEALTH AND SAFETY

- 19.01 The Employer and the Union realize the benefits to be derived from adherence to the appropriate federal Industrial Health and Safety Regulations ("I.H.S.R.") policies, practices and procedures, all of which promote and maintain a safe and healthy workplace.

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

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

19.04 A Health and Safety committee shall be established in accordance with Federal regulations including:

- a) not fewer than two (2) regular members, employed at the operation and experienced in the types of work carried on at the operation, and
- b) membership chosen by and representing the workers and the Employer. In no case shall the Employer's representatives outnumber those of the workers, and a chairman and secretary elected from and by the members of the committee. Where the chairman is an Employer member the secretary shall be a worker and vice versa.

19.05 Reporting of Unsafe Conditions

- a) Employees shall immediately report to their supervisor any equipment or conditions, which the employee has reasonable cause to believe, are unsafe. The Management shall immediately investigate the complaint and shall 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:
 - i) the use or operation of a machine or thing presents a danger to themselves or a co-worker; or
 - ii) a condition exists at work that presents a danger to them.

19.06 In order for an employee to refuse dangerous work without risking their job or wages the employee must follow the proper procedure as outlined in the Canada Labour Code Part II R.S., 1985, c.L-2.

ARTICLE 20 - HEALTH AND WELFARE BENEFITS

20.01 Workplace benefits:

- a) Sufficient supply of latex gloves will be provided at each screening point for the use of employees, on as needed basis, when the employee believes there is a health risk.
- b) Parking paid 100% by the Employer.
- c) Hand sanitizer.
- d) Employer will provide a fridge, table, microwave, utensils, toaster-oven, kettle, coffeepot, for employees' lunches in their lunchroom.
- e) Employer will be responsible to repair, or replace, furniture in lunchrooms in a timely fashion.
- f) Employees will be paid at their straight time rate of pay for any time spent in re-testing and re-certification, unless said time is in addition to their regularly scheduled work week in which case overtime rates will apply.
- g) The Employer will contribute up to \$15.00 per employee towards an annual flu vaccination for all employees.
- h) All employees at their option can participate in French language classes. The Employer will provide financial aid to help an employee attend French classes on their own time without pay.

- i) The Employer will provide a Uniform Cleaning allowance of \$15.00 every month.

20.02 The employer will provide a uniform in accordance with CATSA SOP's. The minimum airside uniform issue shall be as follows:

- a) Industrial work gloves;
- b) Hearing Protectors;
- c) Coveralls, and any other apparel deemed appropriate by HRDC;
- d) Parkas for airside and screening at gates;
- e) Steel toed boots as required.

20.03 The uniform remains the property of the Employer and upon termination of employment must be returned within 72 hours and in accordance with CATSA SOP's.

20.04 **Sick Day Bank** - All employees will accrue an annual sick leave as follows:

- a) Effective on Ratification and until March 31, 2010, all employees that have reached L3.1 CATSA certification level will accrue 1.25 sick days (10 hours) per quarter up to (5) days (forty [40] hours) per year.
- b) Effective **April 1, 2010**, employees will accrue 1.5 sick days (12 hours) per quarter up to (6) days (forty eight [48] hours) per year.

- c) Effective **April 1, 2011**, employees will accrue 1.75 sick days (14 hours) per quarter up to (7) days (fifty six [56] hours) per year.
- d) Effective **April 1, 2012**, employees will accrue 2 sick days (20 hours) per quarter up to (8) days (sixty four [64] hours) per year.
- e) Employees may accrue to sixteen (16) days or one hundred and twenty eight (128) hours in their sick bank. Hours in excess of hundred and twenty eight (128) will be paid out no later than the 2nd pay date of April of each year provided an employee maintains a minimum of hundred and twenty eight (128) hours in his Sick Bank. This Sick Day Bank will not be paid out at the end of the employment relationship with Garda.

20.05 Extended Health Plan Contribution - The Employer will continue to contribute \$1.10 per regular hour worked per employee towards a health and benefit package:

As of April 1, 2008 - \$1.25

As of April 1, 2009 - \$1.30

As of April 1, 2010 - \$1.40

20.06 The Christian Labour Association of Canada will administer and provide for the benefits to the employee.

- a) Employees who have completed probation and are regularly scheduled to work twenty (20) or more hours per week shall be deemed eligible for benefits.
- b) The Employer will contribute according to Article 20.05 for each eligible employee towards a health and benefit package.

- c) the Employer will remit the benefit plan contributions directly to the union. The contributions shall be made payable to the union and include an itemised list of employees eligible for coverage and their hours worked.
- d) The Union will provide the Employer with the name, contact information and mailing address of the union benefits office.

20.07 **BC Medical Service Plan Coverage**

As of April 01, 2008, the company will contribute 50% toward BC MSP for employees who have obtained Level 3 certification. As of April 01, 2009 the employer contribution will increase to 75%. As of April 01, 2010 the employer will pay 100% of the cost of BC MSP.

ARTICLE 21 - RETIREMENT FUNDS (RRSP)

- 21.01 a) Effective April 1, 2008, Company will start contributing for employees who have completed 1 year of service with the company 1.5% of total earnings to Group RRSP designated and administered by the Union.
- b) Effective April 1, 2009, Company contribution increases to 2% of total earnings to Group RRSP designated and administered by the Union.
- c) Effective April 1, 2010, if the employee wishes for a 3% contribution by the Company, the employee must contribute 1% to the Group RRSP designated and administered by the Union.
- d) Effective April 1, 2011, if the employee wishes for a 4% contribution by the Company, the employee must contribute 2% to Group RRSP designated and administered by the Union.

- 21.02 For the purposes of the Group RRSP only, “Total Earnings” means all monies an employee earns for wages and includes earnings for vacation, paid holidays.
- 21.03 a) The Employer agrees to contribute as per Schedule “A” or other appropriate Schedule, for each hour worked for each employee to the RRSP administered by the CLAC Health and Welfare Trust Fund, subject to an equal or greater contribution by the employee. Refusal by an employee to authorize a payroll deduction will relieve the Employer of its obligation to remit its share, as defined in Article 22.01 (c) and (d).
- b) Contributions to the employee’s RRSP Plan, administered by the Trust Fund, shall be made monthly in accordance with direction by the Union. The Employer shall be saved harmless for all contributions and administration of the RRSP.
- d) The Employer agrees to co-operate in allowing additional employee authorized payroll deductions towards the RRSP and is entitled to set reasonable rules in respect of further authorized deductions.

ARTICLE 22 - UNION-MANAGEMENT COMMITTEE

- 22.01 In order to promote sound relations at work, the parties agree to schedule Union-Management meetings once every three (3) months, or as mutually agreed, during the life of this Agreement. These meetings shall serve as a forum for discussion and consultation about issues of mutual concern between the Employer, the employees and the Union, including but not limited to policies and practices not covered by the Collective Agreement.

- 22.02 The Employer and the Union may each appoint up to two (2) representatives to the Committee. Employee representatives shall be paid at their regular rate of pay for attendance at a Union-Management meeting providing there is no operational disruption.
- 22.03 The minutes of each meeting shall record the business of each meeting and a copy shall be sent to the Union's office, the Employer's office and posted at the workplace.

ARTICLE 23 - GRIEVANCE PROCEDURE

- 23.01 The Employer and the Union agree that it is the purpose of the grievance procedure to amicably and justly settle any complaints and disagreements concerning the employees, the Union and the Employer, without, so far as is possible, resorting to arbitration. The parties further agree that the settlement of any grievance shall be deemed not to conflict with the provisions of the Agreement.
- 23.02 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure in the manner set out below. It is understood in this Article that "days" refers to business days only.
- 23.03 **INFORMAL PROCEDURE** - As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.
- 23.04 The parties to this Agreement recognize that CLAC Representatives and the union stewards are the agents through

whom employees shall process their grievances and receive settlement thereof.

- 23.05 Neither the Employer nor the Union shall be required to consider or process any grievance that arose out of any action or condition more than fourteen (14) days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.
- 23.06 A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance may be submitted by either party directly to Arbitration under Article 24, bypassing Step 1 and Step 2 of the Grievance Procedure. A Policy Grievance shall be signed by a Steward, a Union Officer, or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 23.07 A "Group Grievance" is defined as a single grievance signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. A group grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievors shall be listed on the grievance form.
- 23.08 Step 1
If the informal procedure (Article 23.03) does not reach an acceptable resolution then a grievance shall be submitted in writing to the Employer within seven (7) days of the informal resolution decision. The Employer shall address the grievance and shall forward a written response to the grievor and the Union Representative within seven (7) days of the day on which the grievance is submitted.

23.09 Step 2

If the grievance is not resolved at Step 1, a Union Representative may, within seven (7) days of the decision under Step 1 or within seven (7) days of the day this decision should have been made, submit a Step 2 grievance to the Employer. The parties shall attempt to meet to resolve the grievance within seven (7) days after the Step 2 grievance has been filed. The Employer shall forward a written response to the grievor and the Union Representative within seven (7) days of the day on which the Step 2 grievance is submitted.

23.10 Any and all time limits set forth in Article 23 or 24 may be extended at any time by mutual agreement of the parties in writing. If the grievance or arbitration is not forwarded in accordance with these timelines, the matter shall be deemed to have been abandoned.

ARTICLE 24 – ARBITRATION

24.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.

24.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure. Notice of desire to arbitrate shall include a copy of the grievance, the remedy sought and the name, address and phone number of the Arbitrator provided below:

- Vince Ready
- Judy Korbin
- Ron Keras
- Guy Beaulieu

24.03 The recipient of the written notice, referred to in Article 24.02, shall notify in writing the other party, within ten (10) days after

notice has been given, as to the name and address of the above named Arbitrator. Where the first person named on the list is unable to hear the matter within thirty (30) calendar days, or such other times as the parties may agree, the next person will be selected and so on.

- 24.04 Notice of desire to arbitrate shall be served by fax and mail. The date of mailing shall be deemed to be the date of service.
- 24.05 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator, the party not in default may appoint an Arbitrator named in 24.02 to hear the grievance.
- 24.06 The issue(s) raised in the written grievance shall be presented to the Arbitrator and his award shall be confined to such issue(s). The findings of the Arbitrator as to the facts and as to the interpretation, application, administration or alleged violation of the provisions of the Agreement shall be conclusive and binding on all parties concerned, but in no case shall the Arbitrator be authorized to alter, modify or amend any part of the Agreement.
- 24.07 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 24.08 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which is, in the opinion of the Arbitrator, just and equitable.

- 24.09 Any grievance involving the interpretation, application, administration or alleged violation of the agreement, which has been disposed of under the provisions of Article 23, shall not be made the subject of another grievance.
- 24.10 The parties will equally bear the expense of the Arbitrator. The costs and allowances to be paid to witnesses shall be paid by the party calling such witness. No costs of arbitration shall be awarded to or against either party.

ARTICLE 25 - DISCHARGE, SUSPENSION, AND WARNING

- 25.01 In all cases of discipline and dismissal the burden of proof of just cause shall rest with the Employer.
- 25.02 Discipline should be applied uniformly and be appropriate to their cause and to the principles of progressive discipline. Except in cases of gross misconduct, discharge for just cause will be preceded in a progressive manner, namely bona fide efforts to counsel or coach, verbal warnings, written warnings, and suspensions. Discipline must be documented and included in the employee's file.
- 25.03 Verbal and written warnings need to be clearly communicated to the affected employee, citing the nature of the warning, the behaviour in need of correction, means for receiving correction, and the consequence associated with not making a bona fide effort to address the behaviour in question.
- 25.04 The employee will be entitled to have a Union representative present with any discipline that will be noted in his file. Every effort will be made to present discipline during the employees' regularly scheduled shift and within three (3) days of the incidents giving rise to the discipline.

- 25.05 If it is not possible for a Union representative to be present within three (3) days of the incident, the discipline will be presented to the employee with a management and fellow employee as witnesses. However, if the discipline is more than a written warning, then a Union Representative must be present.
- 25.06 Letters of discipline shall be forwarded to the Steward and the Union office within one (1) day of the discipline being issued.
- 25.07 Letters of discipline shall remain a part of the employee's file for a period of twelve (12) months after which they shall be expunged from their file.
- 25.08 The Employer agrees that after a grievance has been initiated by the Union, the Employer representative will not enter into any discussions, or negotiations, with respect to the grievance, either directly or indirectly with the aggrieved employee without consent of the Union Representative.
- 25.09 If an employee who has completed their probationary period believes that he has been dismissed or suspended without cause, the grievance shall be represented at Step Two within seven (7) days after notice has been given to the employee and the Union representative. If a suspension is grieved, the Employer may elect not to put the suspension into effect until the grievance is settled, abandoned or determined by reference to arbitration.

ARTICLE 26 – NOTICES

- 26.01 Any notice in writing which either party gives to the other shall be by either regular mail, and/or fax, addressed as follows:

To The Employer:

Garda Security Screening Inc.

5455 Airport Rd S

Building E - 2nd Floor Box 4

Richmond, BC V7B 1B5

Telephone: (604) 270-3755

Fax: (604) 270-3765

To The Union:

Christian Labour Association of Canada

225-1634 Harvey Ave.

Kelowna, BC V1Y 6G2

Telephone: (250) 868-9111

Fax (250) 868-9192

- 26.02 Any notice provided in the Agreement to be sent by either regular mail, fax, and/or registered mail shall be deemed given as of the next day after the date of mailing.
- 26.03 The Employer or the Union may change its address for service of notice at any time by notice as set out in Article 26.01.

ARTICLE 27 - TERM

27.01 The Agreement shall become effective as of April 1, 2007 and shall remain in effect until March 31, 2012 and shall renew for further periods of one (1) year until such time as either party gives notice of their desire to commence negotiations for the renewal of the Agreement and it shall remain in effect until the parties renew, revise or reach a new Agreement.

27.02 Either party, during four (4) months prior to the expiry of the Agreement, or anytime after the expiry of the duration in 28.01, shall give notice in writing to the other part of its desire to commence negotiations for the renewal of the Agreement.

Terms of the Agreement


Terms of the agreement will be from ratification to March 31, 2012.

SIGNED and DATED at Kelowna, British Columbia, this 19 day of March, 2008.

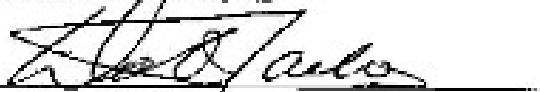
SIGNED on behalf of
GARDA:



Larry Johns
General Manager



Robert Bouvier, Jr.
National Director
Labour Relations




Dale Jacklin

SIGNED on behalf of
CLACL Local 56 :



Tom Ouelette
Shop Steward



Peter Froese
BC Representative
CLAC



Jim Oostenbrink

LETTER OF UNDERSTANDING

BETWEEN

GARDA SECURITY SCREENING INC.
carrying on business as GARDA

AND

**PRE-BOARD SCREENERS, LOGISTICS,
MANUFACTURING AND ALLIED TRADES
UNION, LOCAL 56**
Affiliated with the **CHRISTIAN LABOUR
ASSOCIATION OF CANADA**
(hereinafter called the “Union”)

The parties of this Letter of Understanding agree in interpretation of Article 15:079b as follows:

Effective April 1, 2009 an employee who works six (6) hours or more in a day will be entitled to two (2) fifteen (15) minutes paid breaks and one paid meal break of one-half (1/2) hour at a mutually agreeable time. An employee who works less than six (6) hours in a day shall be entitled to one (1) fifteen – (15) minute paid break during such day at the mutually agreeable time.

This amendment to the Collective Agreement effective August 13th, 2009, and will not be back dated.

DATED at Kamloops, British Columbia, this 1st day of
SEPTEMBER, 2009.

SIGNED on behalf of
GARDA SECURITY
SCREENING INC.
carrying on business as
GARDA

SIGNED on behalf of
PRE_BOARD SCREENERS,
LOGISTICS, MANUFACTURING
AND ALLIED TRADES
UNION, LOCAL 56
Affiliated with the CHRISTIAN
LABOUR ASSOCIATION OF
CANADA (hereinafter called
the "Union")



Employer Representative



Union Representative

Employer Representative

Union Representative

SCHEDULE "A"

Retro Pay

| Class | Current | April 1, 2007 to August 31, 2007 | September 1 to October 31, 2007 | November 1, 2007 to March 31, 2008 Match YVR April 2006 Wages | April 1, 2007 to March 31, 2008 for Ratification |
|--------------|----------------|---|--|--|---|
| Level 1 | \$12.10 | \$12.60 | \$ 13.10 | \$ 13.45 | \$ 13.95 |
| Level 2 | \$13.30 | \$ 13.80 | \$ 14.30 | \$ 14.70 | \$ 15.20 |
| Level 3.1 | \$14.40 | \$ 14.90 | \$ 15.40 | \$ 15.80 | \$ 16.30 |
| Level 3.2 | \$14.90 | \$ 15.40 | \$15.90 | \$ 16.15 | \$ 16.65 |
| Level 3.3 | \$15.30 | \$ 15.80 | \$ 16.30 | \$16.65 | \$ 17.15 |
| Level 3.4 | \$15.65 | \$ 16.15 | \$ 16.65 | \$ 17.05 | \$ 17.55 |

SCHEDULE A (continued)

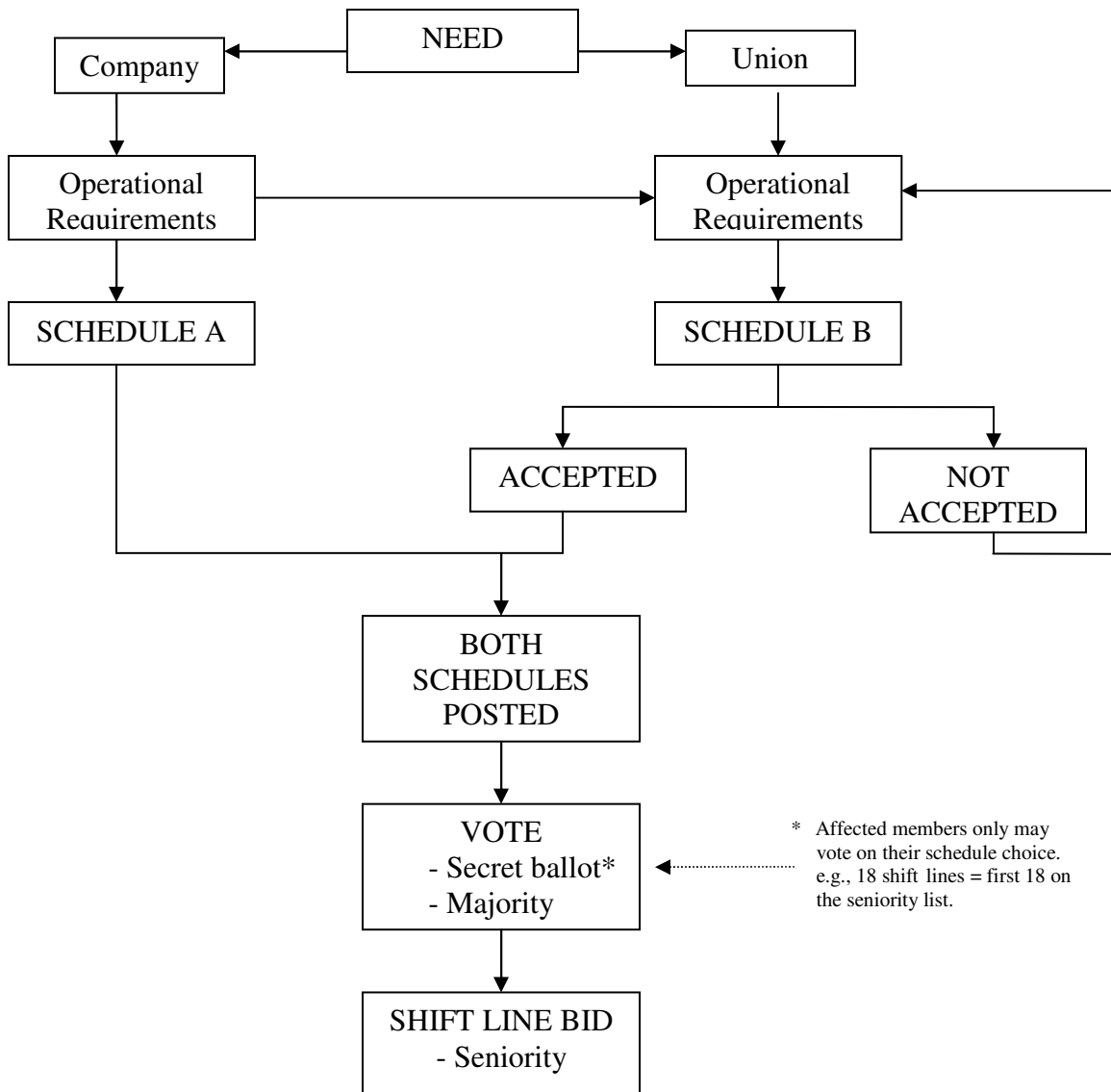
| WAGE PROGRESSION | L1 | L2 | L3.1 0-2080 HRS | L3.2 2081-4160 HRS | L3.3 4161-6240 HRS | L3.4 6240+ HRS |
|--|----------------|----------------|--------------------------------|-----------------------------------|-------------------------------|---------------------------|
| April 1, 2008 | \$14.70 | \$15.95 | \$17.05 | \$17.40 | \$17.90 | \$18.30 |
| | | | | | | |
| April 1, 2009 (Paid lunch) | \$14.68 | \$15.68 | \$16.68 | \$17.03 | \$17.38 | \$17.73 |
| | | | | | | |
| April 1, 2010 | \$15.12 | \$16.15 | \$17.18 | \$17.54 | \$17.90 | \$18.26 |
| | | | | | | |
| April 1, 2011 (Tied to YVR) | | | | | | |

Effective on ratification, PL pay will equal L3.4 plus 12.5% for each hour worked over 30 minutes.
(15 minute increments thereafter.)

SCHEDULE B

CLAC/GARDA SHIFT SCHEDULING PROCESS

Article 15.03(c) – Shift bids will be held twice a year in April and October or as mutually agreed by local management and the shop stewards.



SCHEDULE “C”

OUTLINE OF INSURANCE COVERAGE – SERVICE PLAN

(This schedule does not form part of the collective agreement. It is for information only).

- \$40,000.00 life insurance;
- \$40,000.00 A. D. & D.;
- dental plan at the latest fee schedule available;
 - Basic services: 80% up to \$2000 per person annually
 - Comprehensive: 50% up to \$2000 per person annually
 - Orthodontic: 50% up to \$3000 lifetime maximum per child under 19
- prescription drug plan for employee and family at 80% up to \$2,000 per person annually (or the provincial Pharmacare cap, if applicable) and 100% thereafter. Includes DRUG CARD.
- optical insurance for employee and family;
 - under 21: \$300 per year
 - over 21: \$300 every two years
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for employee and family;

SCHEDULE “D”

CONSCIENTIOUS OBJECTOR STATUS

(This schedule does not form part of the collective agreement.
It is for information only.)

The Union has a conscientious objection policy for employees who cannot support the union with their dues for conscientious reasons, as determined by the union’s internal guidelines on what constitutes a conscientious objection.

Benefit Plans - Frequently Asked Questions

1. When do my benefits start?

On the hour bank system, your benefits start on the first day of the month following 350 hours worked.

2. What must I do to enroll?

You must make sure that your completed enrolment form is mailed to the CLAC Benefit Administration office. You should receive this form in your sign-on package.

3. When will I receive my benefit start package?

You should receive your benefit start package at your home about six weeks after your benefit start date. For example, if you reached 350 hours worked in March, your benefit start date would be April 1, and you would expect to see your package around May 15.

4. Why does it take this long?

This is the time required for your employer to send the hours to CLAC, for the benefit office to process these hours, and for your package to be prepared and mailed.

5. What if I have claims before I receive my benefit start package?

Any claims incurred after your benefit start date will still be covered. However, we cannot process claims until we receive and enter the hours that qualify you for the benefit plan.

6. How do I make a claim?

All claims, except those covered by your drug card or electronic dental submission, can be mailed directly to Sun Life with a completed claim form.

7. Can my dentist send claims directly to Sun Life?

Yes. Your dentist can submit your claims electronically to Sun Life.

8. Where do I get claim forms?

- *your union steward*
- *CLAC's website, www.clac.ca*
- *the nearest CLAC office*
- *the CLAC Benefit Administration office: 1-888-600-2522*

9. Will I receive a prescription drug card?

Yes. This card is used at your pharmacy when you purchase prescription drugs. You should receive your drug card from Sun Life about a week after you receive your benefit start package.

10. What if I don't receive my prescription drug card?

You may not receive a card if you have not completed your enrolment form, if your address is not complete, or if your birth date is missing. Contact the benefit office at 1-888-600-2522 to make sure you receive one.

11. Does my CLAC health plan cover my provincial health care premiums?

No. Provincial health care covers the cost of such things as visits to your doctor, necessary surgery, and hospital visits. Your extended health plan through CLAC does not include this coverage. However, your provincial health care premiums may be covered by a separate provision in your collective agreement. Check with your local union representative.

12. Does my plan cover me if I am travelling outside of Canada?

Your benefit plan covers emergency services that you obtain within 60 days of leaving the province where you live. Call the CLAC Benefit Administration office if you do not have a travel card.

13. What is the Employee Family Assistance Plan (EFAP)?

Your EFAP is a CLAC-sponsored benefit that provides confidential, professional assistance for dealing with a broad range of personal difficulties. This includes (but is not limited to)

personal issues such as addictions, depression, anger management, marital and family issues, and anxiety. Should you require help, call Humanacare at 1-800-661-819

RRSP Questions

1. Where is my RRSP set up?

At Great-West Life.

2. How can I contact them?

Contact Great-West by phone at 1-800-724-3402 or via their website at www.grsaccess.com.

3. How is my account established?

Your account is opened once the CLAC Benefit Administration office has received your personal information (name, address, and social insurance number) and your employer has submitted the first monies on your behalf.

4. When is my account registered?

Your account is registered once Great-West Life receives your completed application form (included in your new employee package). Registration of the account enables Great-West Life to issue a receipt for income tax purposes at the end of the year.

COLLECTIVE AGREEMENT

BETWEEN

GARDA SECURITY SCREENING INC.
carrying on business as GARDA

AND

**PRE-BOARD SCREENERS, LOGISTICS,
MANUFACTURING AND ALLIED TRADES
UNION, LOCAL 56**
Affiliated with the **CHRISTIAN LABOUR
ASSOCIATION OF CANADA**

April 1, 2007 – March 31, 2012
(Updated September 1, 2009)