

COLLECTIVE AGREEMENT

BETWEEN

Paladin Security Group Ltd.
(herein referred to as the Employer)
Olds, AB

AND:

GENERAL TEAMSTERS, LOCAL UNION NO 362
(herein referred to as the Union)

Expiring July 1, 2023

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ARTICLE NO. 1 - BARGAINING AGENCY and DEFINITION

- a) The Employer recognizes General Teamsters, Local Union No. 362 as the exclusive representative for the purpose of collective bargaining, and grievances arising from the Agreement, of all employees of Paladin Security Group LTD located at Olds College as per Certification Order No. C1743-2019.
- b) This Agreement shall cover all employees, as defined in (a) above, employed by the employer at the Olds College.
- c) 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. 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.
- d) 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.

No work which the employees perform, or can perform, shall be sub-contracted out in any manner except in cases of emergency and providing that no bargaining unit member is deprived of the work.

e) Definitions

- 1. A Full-time Employee is an employee who holds a position on a continuous basis, A full time Employee will be required to:
- 2. A Part-time employee is an employee who holds a position on a continuous basis in accordance with Article No. 18.
- 3. An Ad-Hoc Employee is an employee who holds a position on an ad-hoc basis.
- 4. "Start Date" shall be the first (1st) day on payroll with the Employer, and "Seniority Date" shall be the first (1st) day on payroll within the specific seniority list, (i.e. Full-Time, Part-Time, Ad-Hoc).

ARTICLE NO. 2 - DURATION OF AGREEMENT

- a) This Agreement shall be in full force and effect from date of certification up to and including July 1, 2023 and shall continue in full force and effect from year to year thereafter, subject to the right of either Party to this Agreement, within four (4) months immediately preceding the expiration date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement.
- b) Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of Strike, and such Strike has been implemented, or the Employer shall give notice of Lockout, and such Lockout has been implemented, or the Parties shall conclude a renewal or revision of the Agreement, or a new Collective Agreement.
- c) The expiration date of the Agreement shall be deemed to be the day immediately preceding the implementation of a Strike by the Union, or the implementation of a Lockout by the Employer.

ARTICLE NO. 3 - UNION SECURITY

- a) The Union will supply the Company with application forms for Union Membership and Dues Deduction. The Employer agrees that when it hires new Employees, the Employer will have such new Employees fill in the required Union Application for Membership cards prior to commencing work and mail same in to the Union office.
- b) It is agreed that as a condition of employment, each employee will become, and remain, a member in good standing of the Union.

For the purpose of this Agreement, the sole definition of Membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union Dues, periodic assessments uniformly required of all Members in the Bargaining Unit, and/or other accessorial charges, as levied against him by the Union, and so indicated on the monthly Check-off List as provided by the Union to the Company.

- c) Any Employee of the Company, transferring into the Bargaining Unit will be deemed to be a new Employee for the purpose of seniority provisions contained within this Agreement. The Employees seniority date will be that of the first day worked within the bargaining unit.

ARTICLE NO. 4 - DEDUCTION of UNION DUES

- a) The Employer will deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees (one hundred dollars (\$100.00)) and/or assessments which may be levied in accordance with the Union's By-laws, owing by said Employees hereunder to the Union.

The Employer will deduct the monies from the first pay of an Employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the twentieth (20th) day of the following month in which the monies are deducted, together with one (1) copy of the Check-off list as above mentioned. (Note: for the purpose of definition: "Check-off List" is the updated Union's Pre-Billing statement as indicated below).

The Employer will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all monthly dues submitted for Members along with current address, postal code, and date of hire.

The Monthly Check-off List will reference any;

- New Members to be listed in alphabetical order with current address, postal code, date of hire.
 - Terminations or resignations are to be clearly identified with current address, postal code and date of termination or resignation;
 - Any current address change to be updated as well as name changes (i.e. marriage).
 - If an Employee works anytime during a month, the Employer assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the Local Union. Probationary Employees included.
- b) Fifteen (15) days after an employee commences employment, they shall have an amount equivalent to the monthly dues of the Union deducted from their wages, and that amount, along with the employee's name, will be added to the Union check-off, before same is mailed to the Union. The Employer will deduct the Initiation Fee from the employee starting the first month of employment and prior to the employee completing ninety (90) calendar days of employment. The deduction of the Initiation Fee shall be in increments of twenty-five dollars (\$25.00) per month commencing the first month until the Local Union Initiation is fully paid.

- c) 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) Unless expressly limited or addressed by this agreement, the employer retains the right to manage all aspect of the operation including but not limited to, direct the working force, the operations, hire, promote, demote, discipline and terminate employees for just cause and consistent with the current Collective Agreement.
- b) The 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 non-classified 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 was understood. The Union will be notified in writing seven (7) days prior to changes of rules and regulations. Post orders and S.O.P. changes will provided as soon as possible.
- c) The Union recognizes that the operational needs and requirements of the (the Client) must be adhered to by the Employer and these needs may change from time to time. The Union will meet with the company regarding such changes to discuss staffing and workload requirements.
- d) Whenever possible and practical, 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 Business Agent, 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.
- d) 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.
- e) 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.
- f) No request for unpaid Compassionate Leave will be unduly withheld, however, an employee may be required to substantiate the reason for such Leave, prior to the start of the leave. Any violation of this provision will be subject to disciplinary action as per Paladin Policy
- g) An employee who goes to work for the Local Union which represents the employee in his/her bargaining unit, may apply for an unpaid Leave of Absence from the employer for a period not to exceed one (1) calendar year. Such Leave will not be unduly withheld, and when granted, the Employer will do so in writing, with a copy to the Union. The employee will continue to accrue seniority during such Leave. At the expiration of the one calendar year, the employee must return to his/her former position or sever their employment with the company.

- h) Employees must file a request for Leave of Absence, at least thirty (30) days in advance, and the Employer will reply to the said Leave of Absence within seven (7) days of the request.
- i) Employees must keep the Employer notified of their correct address and phone number at all times.
- j) **Bereavement Leave** - In the case of death in the immediate family, (mother, father, husband, wife, children, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, and grandparents, common-law, step-children, step-parents, step-grandparents and any relative of the employee who resides permanently with the employee or with whom the Employee permanently resides) upon notification to the Employer, the affected employee shall be granted three (3) days/ twenty-four (24) hours pay Leave of Absence with pay. Proof of death will be required. The Employer will not require any person already on bereavement leave to report for work during the bereavement period. If an employee is notified of a death in his immediate family while working, he/she shall be relieved from duty and paid for the balance of his/her shift.
- k) **Jury Duty** - All time lost by an employee on his regular work day due to necessary attendance on any court proceedings when 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/Juror payments received by the employee will be topped up, made whole for the lost wages. 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.

- l) **Maternity and Parental Leave** - shall be as defined and outlined in the Canada Labour Code. The employee shall give the Employer six (6) 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, four (4) weeks' notice shall be provided to the employer and the employer shall reinstate her to her former position at not less than the same wages and benefits.
- m) **Paternity Leave** - an employee whose partner has given birth shall be granted two (2) days unpaid Paternity Leave at the time of birth of the child, or on the date when the child is brought home. Proof of birth certificate must be provided.
- n) **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 or a wedding of an immediate family member (mother, father, children, sibling(s), step-sibling(s)), grandchildren, and step-grandchildren).
- o) **Special Medical Leave** - Where an employee is required to absent him/herself from work in order to attend an appointment with a medical specialist, the employer will grant as able such unpaid time off providing the employee has requested such time off at least seven (7) days in advance of the appointment. Special consideration will be given in the event of short notice of appointments due to openings with the medical specialist due to cancellations.

ARTICLE NO. 7 - SHOP STEWARDS

- a) The Union shall appoint or elect one (1) Shop Steward 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 to Management on or about each January 1, a list of the employees acting as Shop Stewards. Such list will indicate the name of the employee and the location.
- c) Shop Stewards will suffer no loss of regular pay when processing grievances under the Grievance Procedure.
- d) The Employer will notify the Union prior to the discipline or dismissal of any Shop Steward.
- e) Shop Steward, will have access to newly hired campus employees, for a period not to exceed thirty (30) minutes, during the regular hours of the employee post successful completion of site training and the individual is accepted as permanent on the site by the client. Shop Stewards will suffer no loss of regular pay during this period.

ARTICLE NO. 8 - UNIFORMS and MISCELLANEOUS

- a) All uniforms, when supplied by the Employer, shall be without cost to the employee. Upon termination or resignation of employment, all uniform pieces, as described below and received, shall be returned to the Employer as required:
- b) Uniforms will be as described as:
 - 1. Two (2) pairs of pants
 - 2. Four (4) shirts
 - 3. One (1) Multi-Purposed Jacket-Parka
 - 4. Normal Cresting
 - 5. Two (2) Ball Caps

Other specialty items as may be required for specific posts such as but not limited to:

Toques

- c) Employees will be issued with uniforms having a reasonable fit. An employee who at any time feels that his/her uniform is not of a reasonable fit, shall bring this to the attention of Management, who will coordinate with the Uniform supplier for resolution. When approved by the Company, alterations will be paid by the Company.
- d) After six (6) months of employment and upon presentation of receipt, the Employer will reimburse up to one hundred dollars (\$100.00) towards the purchase of approved safety equipment. Reimbursement thereafter will be up to one hundred dollars (\$100.00) per calendar year. On July 1, 2022 the Employer will reimburse up to one hundred and ten dollars (\$110.00) towards the purchase of approved safety equipment.
- e) The Employer will provide a clean, safe, and adequate lunchroom for its employees.
- f) The Employer will provide sufficient storage lockers to accommodate the number of employees on shift at any given time.
- g) The company will supply a screen to separate the lunchroom from the general public view.

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. Averaging agreements for employees will be addressed in hours of work Article 17.

- b) The Employer party to this Agreement shall not use another limited Employer or device to avoid the conditions of this Agreement. All time worked by any person who, at any time works for the Employer, Party hereto, 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, assignees, 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 – DISCIPLINE

- a) When an employee is required to attend a meeting, the purpose of which is to conduct an investigation, disciplinary hearing, or render a disciplinary decision, the employee is entitled to have, or decline, at his or her request, an available representative of the Union in attendance.
- b) An employee will receive a copy of any disciplinary record placed on his/her file, including reprimands, with a copy to the Union Office. Disciplinary notices on an employee's file will remain, but not be referenced after fifteen (15) disciplinary free months.

The severity of the discipline will be determined by the employer, taking into consideration the circumstances of the case and the seriousness of the offense, however, in most cases the employer will follow progressive discipline. In the event that steps need to be bypassed, that determination is at the sole discretion of the Employer.

- c) Where there is no clear decision to an incident in the workplace an employee may be suspended by the Company pending investigation, the suspension will be with pay until such time as the Company makes a decision as to appropriate discipline.
- d) Upon request, employees will be permitted to review their personal file in line with Paladin policies at a mutually agreed time with HR or Branch Head.

ARTICLE NO. 12 - GRIEVANCE PROCEDURE

All questions, disputes and controversies arising under this Agreement or any supplement hereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

Step 1: Any grievance or complaint of an employee shall first be taken up between such employee and the team lead prior to the Client Service Manager. However, such employee will be entitled to be accompanied by a Shop Steward of his or her choice or a Union Representative.

Time limit to institute grievance

Termination or layoff - ten (10) days

All others – fifteen (15) days

Step 2: Failing settlement under Step 1, the grieving party shall reduce his/her grievance to writing stating the Article(s) alleged to have been violated such grievance shall be taken up between the Manager of People and Culture designate and a Shop Steward or Local Union Representative. Except by mutual agreement between the Union and the Company providing for an extension of time, Step 2 must be completed with ten (10) days (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 1.

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

Grievance Panel: Prior to proceeding to arbitration, the grieving party can request, and if mutually agreed, that the grievance be referred to a Grievance Panel established for this purpose by the Company and the Union. The grieving party will advise the other party in writing of its intention to proceed to the Grievance Panel within fourteen (14) days after the completion of Step 3 of the Grievance Procedure.

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

The Grievance Panel shall meet to hear and determine the grievance, and render a decision after hearing the matter brought before it.

The majority decision of the Grievance Panel on the disposition of a grievance shall be final and binding upon the parties, and shall have the same effect as a decision rendered by an Arbitrator. Decisions of the Grievance Panel shall not be used as precedents.

If the Grievance Panel is unable to reach a majority decision as outlined in Schedule 1 (copy attached) pursuant to paragraph 3 above, the grieving party may proceed to Schedule 2 or an outside Board of Arbitration, by informing the other party in writing within fourteen (14) days after the Grievance Panel advises the parties that it is unable to reach a majority decision.

Should the parties agree to proceed to Schedule 2, they may proceed as outlined in the Rules and Procedures of Schedule 2.

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

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

The cost of the Arbitrator will be borne equally by the Union and the Company. Except by mutual agreement between the Union and the Company, where either party requests an adjournment the party requesting the adjournment shall incur the full cost of the arbitration; such agreement will not be unreasonably denied.

Grievances under this Article may be initiated by any employee, a group of employees or by the Union.

ARTICLE NO. 13 - PAYDAY and PAY STATEMENTS

- a) All employees covered by this Agreement shall be paid on a definite two (2) week basis, any changes to the current schedule, employees will be notified sixty (60) days in advance.
- b) The Employer shall provide every employee covered by this Agreement with an electronic, 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, at time and one-half (1 ½), all deductions made from the gross amount of wages, and accrued vacation amounts.
- c) Payment of wages will be made by direct deposit to the employee's bank account.
- d) Payroll complaints shall be submitted to management online, via the Employee Resource Centre within five (5) business days following the issuance of pay. Amounts greater than fifty dollars (\$50.00) will be paid to the employee within five (5) business days. Amounts less than fifty dollars (\$50.00) or amounts not submitted to the employer within five (5) business days will be paid on the next regular pay, subject to cut off. All pay adjustments will be explained in full. The five (5) business days will be extended for employees who were out of the workplace on vacation or approved absence at the issuance of pay.
- e) Should the employee be overpaid, the employees shall have the right to pay back the overpayment, or the Employee and the Employer will mutually agree on a reimbursement plan.

ARTICLE NO. 14 - ANNUAL VACATIONS

- a) Vacations will be granted on the basis of years of service based on their anniversary date of hire.
- b) Employees who as of January 1 of the current year have completed less than one (1) year of service shall receive four percent (4%) their annual gross earnings for the reference year for which they are receiving their vacation.
- c) Employees who have completed or subsequently complete one (1) year as an employee shall receive four percent (4%) of their annual gross earnings in line with for the reference year for which they are receiving their vacation.
- d) Employees who have previously completed or subsequently complete five (5) years continuous service and thereafter, as an employee shall receive six percent (6%) of their annual gross earnings for the reference year for which they are receiving their vacation.
- e) Employees who have completed or subsequently complete ten (10) years as an employee shall receive eight percent (8%) of their annual gross earnings for the reference year for which they are receiving their vacation.
- f) All available vacation accruals are viewable on employee pay stubs.
- g) Employees will not be called out to work during their scheduled week(s) of vacation. The vacation weeks shall be considered seven (7) consecutive days according to the Employees work schedule.
- h) Should a General Holiday occur while an Employee is on vacation, the Employee shall receive their average daily wage for the day and not use vacation time for it. Unless the employee does not work their shift scheduled before or after the General Holiday following their vacation.
- i) Vacation lists will be posted on January 1, of the calendar year in which it is to be taken. Employees shall designate their choice of vacation, in order of seniority, by March 01 of the same year. In the event an Employee fails to designate their choice of vacation by the bid deadline, i.e. March 01, vacation time for said employee shall be allocated at the discretion of the Employer. The Employer shall post the completed vacation schedule by March 15 of the calendar year and it shall remain posted for the vacation year.

- j) Employees will have the ability to cancel their vacation choice after the close of the bidding period, with three (3) weeks written notice to the Employer. Rescheduling holidays providing the requested slots are still available, will need to be a minimum of forty-five (45) days notice.

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

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

- k) Vacation pay shall only be paid out in conjunction with actual vacation approved or taken.
- l) Annual vacation will be taken within the period of January 1st to December 31st of each year. The allocated vacation time will not carry over from year to year.
- m) 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 in extenuating circumstances. If the issues of overlap arise they will be identified at the time of booking vacation. An Employee's vacation will not be unreasonably denied.
- n) The Employer shall pay vacation pay through the regularly scheduled payroll deposit dates the employee selects at the time the vacation is requested. Employee(s) may request to have vacation entitlements paid out as per company policy.
- o) The Employer shall furnish the Employee with a statement showing the period for which the Employee is receiving his/her vacation pay.
- p) In the event that an employee leaves the employ of the Employer before he/she is entitled to two (2) weeks' vacation, all accrued monies will be paid on the final pay.
- q) 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%).

ARTICLE NO. 15 - GENERAL HOLIDAYS

- a) The following shall be recognized as General Holidays:

New Year's Day	Good Friday	Victoria Day
Canada Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day
Family Day		

- b) Each full-time employee shall be paid their regular days pay for each such Holiday, following the first thirty (30) days of employment, which is calculated from their first day worked.
- c) In addition to a) and b) above, employees working on a General Holiday, following the first thirty (30) days of employment, shall be paid as follows:
 - 1. For their scheduled shift time, at time-and-one-half (1 1/2 x) their regular rate.
- d) 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 0000 - 2359, shall be considered as worked on a General Holiday for each individual employee.
- e) The employee must work their scheduled shift prior to and after the general holiday to be paid for said holiday.

ARTICLE NO. 16 - SENIORITY and PROMOTIONS

- a) Seniority shall prevail at all times, subject to the particular employee(s) being capable and having the appropriate qualifications for any work which is to be done.
- b) Should two or more persons have the same start date, the seniority ranking for that group of employees shall be by random draw.
- c) Any employee promoted to any position outside the bargaining unit, and at a later date proves to be unsatisfactory for any such position, or there is a reduction in staff of the department, or if the employee wishes not to accept such position, may be reinstated to his/her former position without loss of seniority, or accrued seniority, provided this occurs within ninety (90) calendar days of the promotion and providing they continue paying dues. Any persons who uses this clause to return to the bargaining unit, for whatever reason, will be restricted from bidding positions outside the unit for a period of one (1) calendar year.
- d) The Employer shall provide the Union Office with a separate seniority list for full-time, permanent part-time and ad-hoc employees, giving the names of employees and dates they commenced employment.
- e) Any employee wishing to protest seniority must do so within thirty (30) calendar days of the posting of the seniority lists.
- f) Permanent Part-time and Ad-Hoc seniority shall not be credited towards full-time seniority.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

- a) The calendar week shall be from 00:01. Sunday to 23:59 the following Saturday.
- b) It is understood and agreed that all employees will work an averaging arrangement schedule in line with Alberta legislation and will be posted on site.

Any employee who reports to work on a normal work day, who does not commence his/her shift due to the company's decision, shall be paid four (4) hours pay at the applicable rate.

The Employer shall post work schedules at least seven (7) days in advance of the implementation of the work schedule.

- c) 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 that he/she is short of his/her eight (8) hours.
- d) When an employee meets with an accident at work which hampers him/her from the normal performance of duties, he/she shall be paid a full day's wages for the day of the accident.
- e) Mutual Request - The Employer agrees to allow employees to arrange shift trades by mutual agreement between all employees at the location(s), provided there is no conflict with the hours of work, and both employees. Shift trades by mutual agreement have to be submitted to the Client service Manager, no less than two (2) weeks prior to the actual shift trade. The trade must be in the same pay period.
- f) For full time employees, all time worked prior to or after their scheduled shift shall be considered overtime and paid for at the applicable rate. Provided the work is an operational necessity and approved by the CSM for Olds College.
- g) Employees who book off or are otherwise absent for reasons other than paid absences that are outlined in this agreement or government statute, shall not be entitled to overtime rates contained in this agreement until they have completed their normal work schedule.

- h) 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. To qualify, the employee must have a minimum one (1) hour break between the end of their original shift and the beginning of the call-out shift.
- i) Call-in overtime will be offered, in order of seniority, to all fulltime employees with preference given to those needing to top up straight time hours, followed by parttime employees needing to top up straight time hours, followed by fulltime employees at OT, followed by parttime employees at OT, followed by ad hoc employees.
- j) 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 rate of pay. Should the employee volunteer to leave early, he/she will be paid only for the time worked.
- k) All employees may be required to work overtime, The Company shall post all available shifts when possible for three (3) calendar days. Employees who wish to do so will sign up for the shift. Otherwise, overtime will be offered by a call out procedure.
- l) Daily operational overtime will be offered in order of seniority to all officers present on site. If no officer accepts the said overtime, it will be assigned to the most junior qualified officer on site.
- m) Overtime will be paid in minimum fifteen (15) minute increments.
- n) All overtime will be paid at the employee's overtime rate of pay.
- o) Breaks - Employees working eight (8), hours or more per shift will be entitled to two (2), fifteen (15) minute paid break, and one (1) thirty (30) minute paid break.
- p) The company agrees to maintain a minimum of two (2) guards per shift.
- q) Should Paladin be requested to provide security for extra functions put on at the College. These Functions will be offered to members not scheduled to work in order of seniority, provided they are qualified for the job. Extra functions will not be guaranteed eight (8) hours of work.

ARTICLE NO. 18 – PERMANENT PART TIME EMPLOYEES

- a) Permanent part-time employees shall be offered, in seniority order, all available part-time work.
- b) A Permanent Part Time Employee is eligible for:
 - i. All available work will be offered in order of those who have the least amount of currently scheduled shifts and then seniority order;
 - ii. A minimum of four (4) hours per shift unless the PPTe volunteers to leave early.
- c) Unless otherwise specified, all Articles contained in this Agreement shall apply to permanent part-time employees.
- d) The Employer will offer the opportunity to Part-time employees to move to Full-time prior to offering work to new employees. Seniority will be the deciding factor as to who would move from Part-time should positions be available. Should Full-time employees choose to go to part-time, they will maintain their overall seniority for vacation purposes. They will be placed where their seniority takes them on the part-time list. Should they wish to return to Full-time status when there is a full-time opening, they will be placed at the bottom of the full-time seniority list when an opening occurs in Full-time.
- e) At no time shall Permanent Part-time or Adhoc employees schedules exceed twenty percent (20%) of the Full-time staffing schedules. with the exception of vacation schedule coverage and in emergency situations by mutual agreement between the Union and the employer.

ARTICLE NO. 19 - AD-HOC EMPLOYEES

- a) Ad-Hoc employees may 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 Part-time employees
 - 4. Covering contingency staff requirements arising out of irregular operational situations.
- b) Ad-Hoc employees shall not be used to deprive Full time or Part-time employees of their regular hours or overtime hours on their regular shifts.
- c) Ad-Hoc employees will be held on a separate list.
- d) Ad-Hoc employees who report to work will be guaranteed a minimum of four (4) hours pay unless the employee volunteers to leave early.
- e) The Employer will offer the opportunity to Ad-Hoc employees to move to Part-time or Full-time prior to offering work to new employees.
- f) At no time shall Adhoc Or Permanent Part time employee schedules exceed twenty percent (20%) of the Fulltime staffing Schedules with the exception of vacation schedule coverage and in emergency situations by mutual agreement between Union and the employer.

ARTICLE NO. 20 – LAY OFF AND RECALL

- a) 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, subject to qualifications. Full-time employees shall be given preference over Part-time and Ad Hoc employees for available work, and no Part-time or Casual employee will be given work unless all regular full-time employees are working.

ARTICLE NO. 21 - 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. Paladin employees will not be required to perform solo trips to the bank.

ARTICLE NO. 22 - HEALTH and WELFARE PLAN

- a) Following one hundred and eighty (180) days of employment, the Employer will offer to all employees maintaining full time hours (at least sixty (60) hours bi-weekly, consistently for six (6) months). The Company Health and welfare plan. The cost of the plan will be 50% borne by the company and 50% percent by the employee.
- b) Benefit premiums are still required to be paid by any employee who is off ill, or on Compensation. As long as the employee pays their portion of the premiums, Paladin will pay theirs.
- c) The Employer will pay for all Doctors notes related to WCB or functional capacity, and when directed to the Employer Doctor.
- d) After 3 days of absenteeism, the employer may request a doctor's note which the cost will be borne by the employee. Such request for Doctors notes will not be made unreasonably.

The standard plan is as below, this is the employee cost with the other 50% paid by Paladin:

	<u>Single</u>	<u>Family</u>
AD&D	\$ 0.58	\$ 0.58
Life	5.86	5.86
Dental	18.56	46.36
Ext Health	20.84	52.06
Medical (EAP)	<u>2.70</u>	<u>2.70</u>
Total per month	<u>\$48.54</u>	<u>\$107.56</u>

ARTICLE NO. 23 - WAGE RATES:

	Upon Ratification +1%	July 1, 2022 + .25%
0 – 3 months	\$17.48	\$17.52
4 – 12 months	\$18.50	\$18.55
12+ months	\$19.53	\$19.58

ARTICLE NO. 24 - SEPARATION OF EMPLOYMENT

- a) If an employee is terminated, discharged, or resigns, they shall receive his final pay-cheque including all monies owing to him by his next regular payday.
- b) The Employer shall issue electronic Record of Employment (ROE) in accordance with Federal Employment Regulations.
- c) This Article shall not apply where an employee has failed to surrender all necessary documents, uniforms and material(s) issued to him/her by the Employer, in good condition not withstanding 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 Canada Labour Code.
- d) Loss of seniority:

The Employer will have the right to discontinue the employment of any employee:

- 1. For just cause;
- 2. If the employee voluntarily quits;
- 3. If the employee fails to return to work following a recall after being laid off; such recall will be done by registered mail to the employee's last known address on file. The employee will have five (5) business days to respond to the recall letter;
- 4. If the employee has been laid off for more than twelve (12) months;
- 5. If the employee is absent from work for three (3) consecutive scheduled shifts without notice or a valid excuse, such excuse will have to be substantiated by the employee;
- 6. If an employee fails to return to work on the expected date of return to work without a reasonable excuse following an approved leave of absence;
- 7. After any absences of more than twenty four (24) months where there is no reasonable likelihood of return to work.

ARTICLE NO. 25 - 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, There will be full access to the employees at The Paladin offices.

ARTICLE NO. 26 - EXTRA SKILLS or REQUIREMENTS

- a) The Employer will provide First Aid training. Participation by employees shall be mandatory.
- b) The Company will pay for all training required and certificates needed to maintain employment as per the Olds College contract. Time spent in training will not lead to overtime. All training will be provided in Olds as needed.

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 Parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

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, or intimidation under this Agreement, excepting those strikes as provided under the Provincial 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 Employer's property or operations, the employees will remain on the job in accordance with their obligations under the Canada Labour Code, unless to do so would endanger the life of the employee.

ARTICLE NO. 30 - TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

- a) The Teamsters Union/Industry Advance Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters Union
- b) Effective date of ratification, the Employer shall make contributions of one cent (\$0.01) per regular hour worked for each employee covered by this Collective Agreement.
- c) Payment of said funds shall be made to the Teamsters Union/Industry Advancement Fund by the 15th of the month following that to which they refer.
- d) This payment will be independent and separate from any other payment made to the Teamsters Union.

ARTICLE NO. 31 - BULLETIN BOARDS

- a) The Employer will provide a cork board on which the union may post notices to its members. All union notices are to be dated and signed by an official of the union. All union notices are to appear on the designated union board only.

ARTICLE NO. 32 - LAWSUIT

- a) An employee charged with but not found guilty of a criminal or statutory offence because of acts done in the attempted performance in good faith of their duties, shall be indemnified by the Employer for the necessary and reasonable legal costs incurred in the defense of such charges.
- b) Notwithstanding Article 32 a), the Employer may pay necessary and legal costs of an employee pleading guilty to or being found guilty of an offence described in Article 32 a) where the Court, instead of convicting the accused, grants the employee absolute discharge.
- c) Notwithstanding Article 32 b), the Employer may refuse payment otherwise required by Article 32 b) where the actions of the employee from which the charges arose amounted to gross dereliction of duty or deliberate or negligent abuse of the employee's powers as a security guard.
- d) Where an employee is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of the employee's duties, the employee shall be indemnified by the Employer for the necessary and reasonable legal costs incurred in the defense of such an action.
- e) An employee wishing to retain a particular lawyer to represent them and wishing to be indemnified pursuant to this Article shall:
 - a. before retaining the lawyer or as soon as reasonably possible thereafter, advise the Employer of the name and address of the lawyer for the Employer's approval which approval shall not be reasonably withheld; and
 - b. if requested by the Employer, instruct the lawyer to render regular interim accounts as required.
- f) For greater clarity, employees shall not be indemnified for legal costs arising from:
 1. grievances or complaints arising under this Agreement; or
 2. actions or omissions of members acting in their capacity as private citizens.

ARTICLE NO. 33 LABOUR MANAGEMENT MEETINGS

- a) Purpose and Commitment:

The purpose of Labour Management Meetings is to provide the parties with an open forum for communication. This will enable both parties to have a better understanding of opportunities to resolve problems and issues in an open exchange of ideas and views between Union and Management and is not to be mistaken as a grievance meeting. The Parties will use the Committee to improve the working relationship between Union, employees and Management the people they represent and to build a more effective working team. These meetings will be held quarterly. The company will use Labour Management meetings to review policies and procedures with the members and the Union.

Either party may request guests to be included.

ARTICLE NO. 34 – SAFETY MEETING

- a) A Health and Safety Committee for Olds College has been established in accordance with the provincial regulations and the Paladin team lead is welcome to attend all meetings. Once received the Team Lead will post the minutes from the meeting on the bulletin board in the Security Office, in addition the minutes are posted in every building on campus on the OH&S bulletin boards. Also each month Paladin provides each site with a monthly safety talk, this is also posted on the bulletin board and requires the signature from each employee once they have read it. These are then stored in the Paladin provided site OH&S binder. Should any employee have an OH&S concern they are to bring it to the team lead to bring forward to the college or Paladin depending on the nature of the concern

ARTICLE NO. 35 – REPORTING 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:

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

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

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

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

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


- d) Each employee shall use or wear the equipment, materials and protective devices or clothing the Employer requires to be worn or used.
- e) Employees are required to report any workplace accident / injury to the Employer immediately. If as a result of a workplace injury / illness an employee will miss any time beyond the day on which the injury / illness occurs the employee must be seen by a doctor of his / her choice and provide the Employer with proof of same.
- f) Both the Company and the Union agree that there should be no favouritism, prejudice or discrimination in the workplace. Employees who feel that they have been treated unfairly should bring the matter to their Union Steward. The Union Steward will discuss the matter with the Client Service Manager and the parties will attempt to resolve the matter to the mutual satisfaction of all concerned.
- g) Members may be required to verify sewer pumps, electrical panels and fire panels have a fault of some type occurring, but will not be required to reset such panels. Once verified, the member will report the issue to a supervisor, or contact a predetermined electrician to rectify the issue.

ARTICLE NO. 36 – SICK BANK


- a) Full time employees who have completed one (1) calendar year of service at Olds College, will receive three (3) Sick Days per year.
- b) Unused Sick Days will be paid out on their anniversary date each year.

SIGNED THIS 18 DAY OF August, 2021

ON BEHALF OF THE EMPLOYER:
Paladin Security Group Ltd.



Sapphire Husky, Director of people and Culture



Tyson Black, Executive Vice President

ON BEHALF OF THE UNION:
General Teamsters Local 362



Lukas Fominov, Business Agent



Stacy Tulp, Organizer & Business Agent