

COLLECTIVE AGREEMENT

BETWEEN:

CANADIAN CORPS OF COMMISSIONAIRES (SOTHERN ALBERTA)

Calgary Arrest Processing Unit
(hereinafter referred to as the "Employer")

AND:

GENERAL TEAMSTERS, LOCAL UNION NO. 362

affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

November 20, 2022 – December 31, 2023

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ARTICLE NO. 1 – BARGAINING AGENCY

- 1.01 The Employer recognizes the General Teamsters, Local No. 362 ("the Union") as the exclusive bargaining representative for the purpose of collective bargaining and grievances arising from the Agreement, for a unit of employees of the Canadian Corps of Commissionaires (Southern Alberta) ("the Employer"), described as *All employees at the Arrest Processing Unit in Calgary as per Certification Order No. C1990-2022*
- 1.02 The term employee as used in this Agreement, shall apply to bargaining unit employees performing work in any job which is covered by the Certificate. 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 meet to discuss a wage rate for that category. Should the parties fail to agree, either party may choose to refer the matter to arbitration.

ARTICLE NO. 2 – UNION SECURITY

- 2.01 The Union recognizes the right of the Employer to hire whomever they choose, subject to the terms of the collective agreement.
- 2.02 The Union will supply the Employer 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 within fourteen (14) days of the new hire commencing work.
- 2.03 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 Employer.
- 2.04 Any employee of the Employer, 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. 3 – DEDUCTION of UNION DUES

- 3.01 The Employer will deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees 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.
- 3.02 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 sixty (60) calendar days of employment. The deduction of the Initiation Fee shall be in increments of fifty dollars (\$50.00).
- 3.03 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.
- 3.04 Hold Harmless – The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Employer in making the deductions provided for in this article as instructed by the Union.

ARTICLE NO. 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes that the management of the Employer and directions of its workforce are fixed exclusively in the Employer. Without restricting the generality of the foregoing, and subject to the terms of the collective agreement the Union acknowledges that it is the exclusive right of the Employer to:
- a) operate and manage its affairs in an as efficient and economic manner as it sees fit;
 - b) hire, assign, direct, promote, demote, classify, transfer, layoff and recall Employees;
 - c) discipline or discharge non-probationary Employees for just cause;
 - d) discipline or discharge a probationary Employee for any reason satisfactory to the Employer, provided the Employer does not act in bad faith or for discriminatory reasons;
 - e) Establish and administer tests for the purpose of assisting the Employer in determining Employee qualifications, and/or fitness to work, including medical examinations by independent qualified physicians or medical specialists where appropriate;
 - f) Determine the nature and kind of business to be conducted by the Employer; the services to be rendered and the method by which such services will be rendered;
 - g) Identify the need for training, including recurrent training, and assign such training to Employees as the Employer sees fit;
 - h) Determine whether to perform work or services or have work or services performed by others;

- i) Determine the schedules of operations; number of shifts; the schedules of work; the number and kind of personnel to be employed; the number of hours worked; starting and quitting times; when overtime will be worked; reasonable standards of performance; the quantity and quality of services provided by Employees;
- j) Make enforce and alter from time to time, rules, regulations, policies, and procedures to be observed by Employees; and
- k) Implement changes to jobs, job content or job assignments.

The Employer acknowledges their obligation in administering the Collective Agreement, to act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.

- 4.02 The management of the Employer's operation and the selection and direction of all Employees shall continue to be vested with the Employer, except where specifically abridged by the terms of this Collective Agreement.
- 4.03 The Union also acknowledges the Employers right to operate and manage its business in accordance with its commitments, responsibilities and contractual obligations to its clients.
- 4.04 Duties normally performed by employees within the bargaining unit will not be assigned to non-bargaining unit personnel except in case of emergency, or when regular bargaining unit employees are not available due to illness and cannot be covered due to lack of casual employees, or the inability to recruit regular and / or casual employees. The Employer will inform the Union once per month of those situations where exempt personnel performed bargaining unit work.
Contracting Out – Work presently performed by employees in the bargaining unit shall not be contracted out by the Employer when the result would be a layoff of bargaining unit employees.
- 4.05 With the concurrence of the Employee, the Employer may appoint an Employee to a position outside the bargaining unit on an acting basis. The duration of any such acting position will not exceed one (1) year unless approval is obtained from both the Employee and the Union. When acting in an excluded position, the Employee will be paid the rate of pay specified for that position. Any Employee who accept the aforementioned position will maintain their seniority rights and continue to accrue seniority provided that the Employee continues paying Union dues.

ARTICLE NO. 5 – PROBATIONARY EMPLOYEES

- 5.01 A new employee shall be on probation for a period of three months, excluding periods of absence from work which exceeds seven consecutive days. For further clarity, if an Employee is absent from work due to a bona fide absence for longer than seven consecutive working days, then the probationary period will be extended for a corresponding period of time.
- 5.02 Any Employee may be discharged at any time during the probationary period at the sole discretion of the Employer without cause being shown. Such terminations will not be subject to the grievance or arbitration provisions of this Agreement, with the exception of an allegation the Employer acted in a manner that is subject to human rights, harassment, and/or health and safety issues.

ARTICLE NO. 6 – SHOP STEWARDS

- 6.01 The Union shall appoint or elect Shop Stewards from regular employees who have completed their probationary period and shall notify the Employer in writing of the appointment or election. The Employer shall only recognize such Shop Stewards when notified in writing by the Union, and shall not discriminate against them for lawful Union activity.

- 6.02 Shop Stewards will suffer no loss of regular pay when processing grievances under the Grievance Procedure.
- 6.03 The Employer will notify the Union prior to the discipline or dismissal of any Shop Steward.
- 6.04 A representative of the Local Union, or Shop Steward, will have access to newly hired employees, for a period not to exceed thirty (30) minutes, during the regular hours of on-the-job training. Shop Stewards will suffer no loss of regular pay during this period. If a Shop Steward is unavailable, the Union may appoint another union member for this purpose.

ARTICLE NO. 7 – LEAVE FOR UNION BUSINESS

- 7.01 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 made at least fourteen (14) days in advance 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.

ARTICLE NO. 8 – LEAVE OF ABSENCE AND SICK LEAVE

- 8.01 During an authorized, unpaid Leave of Absence, an employee shall maintain and accumulate seniority.
- 8.02 **Personal Leave** – Employees may request a Personal Leave without pay of up to one hundred and eighty (180) days. Requests for Personal Leave will be by written application to the Employer with a copy to the Union. Under such unpaid leave, the employee shall retain and accrue seniority. The granting or denial of such leaves are in the Employer's sole discretion, based on operational requirements, subject only to the Employer's decision being in good faith.
- 8.03 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 returning to work.
- 8.04 **Bereavement Leave** – Employees will be granted Bereavement Leave in the event the death of an Employee's immediate, extended family member, close relative, or any person who is not related to an employee, but the employee considers to be like a close relative to tend to the bereavement. Arrangements for leave start and return to work need to be made with the Employer as soon as possible. Up to three (3) paid days of leave will be allowed. If an Employee is notified of a death in his / her immediate family while working, he / she shall be relieved from duty and paid for the balance of his / her shift.
- 8.05 **Jury Duty** – All time lost by an employee on their 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, they 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 from courts or otherwise shall be reimbursed to the Employer, by endorsement of witness fees to the Employer. The employee must be returned to their regular assignment that they were on prior to being summoned or subpoenaed, either during a break in the court proceeding, or on the completion thereof. No employee's work or shift shall be changed to avoid payment as set out above. However, if the Employee request leave to attend court as a plaintiff or defendant in a personal matter, the Employee should use unpaid vacation time or unpaid leave.

- 8.06 **Maternity and Parental Leave** –shall be as defined and outlined in the Alberta Employment Standards Code. The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which they intend to commence the Leave. Where an employee intends to return to work they will provide four (4) weeks notice to the Employer and the Employer will reinstate the employee to their former position at not less than the same wages and benefits.
- 8.07 **Special Medical Leave** – Where an employee is required to attend an appointment with a medical specialist, the Employer shall grant such unpaid time off providing the employee has requested such time off at least fourteen (14) days in advance of the appointment. Special consideration will be given in the event of short notice of appointments due to openings with the medical specialist due to cancellations.
- 8.08 **Sick / Personal Days** – Full-time Employees who have completed one year of service will be entitled to thirty (30) hours of paid sick / personal time per year. Sick time can be taken when an employee is absent from work as a result of the employee's own mental or physical health or to tend to the care of a family member or loved one. Personal days can be taken at any time provided the employee provides the employer with seventy-two (72) hours notice prior to taking a personal day. Sick / Personal days will be paid out at the request of the employee in increments no less than four (4) hours. Unused sick / personal time will not be paid out.
- 8.09 **Military / Reservist Leave** – shall be as defined and outlined in the Alberta Employment Standards Code.

ARTICLE NO. 9 – ANNUAL VACATIONS

- 9.01 Vacation pay shall be paid out every pay period as follows:
- a) Less than one (1) year of employment, four (4%) percent of annual earnings.
 - b) One (1) to four (4) years of employment, four (4%) percent of annual earnings and two (2) weeks of time off.
 - c) Five (5) years of employment, six (6%) percent of annual earnings and three (3) weeks of time off.

For calculation purposes, annual earnings above are defined as: regular wages, and general holiday pay.

Unused vacation time off will not be carried over to the next calendar year.

- 9.02 Employees may choose to have their vacation pay deposited into a separate account. If the employee chooses this option they will notify the payroll department, and the payroll department will supply the employee with the required authorization forms.

ARTICLE NO. 10 – GENERAL HOLIDAYS

- 10.01 The following are recognized as general holidays for purposes of this Agreement:

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

And any other day proclaimed as a general holiday by the Provincial government or any other day the Client designates as a general holiday as outlined in their contract with Commissionaires Southern Alberta.

- 10.02 Employees shall be paid holiday pay in accordance with the Alberta Employment Standards Code.
- 10.03 In addition to 10.02 employees who are required to work on a General Holiday will be paid one and one-half times (1 ½ x) their regular rate of pay. In the event that a work shift overlaps the beginning or end of a General Holiday, only hours actually worked on a General Holiday will be subject to the aforementioned overtime rate.
- 10.04 In order to qualify for holiday pay, an employee must work their regularly scheduled shift prior to and after the general holiday.

ARTICLE NO. 11 – SENIORITY AND PROMOTIONS

- 11.01 Seniority shall prevail at all times, subject to the particular employee(s) ability and qualifications for any work which is to be done.
- 11.02 Bargaining unit wide seniority is defined as the length of service of the employee in the bargaining unit. Should two or more persons have the same start date, the seniority ranking for that group of employees shall be by random draw.
- 11.03 Any employee promoted to any position outside the bargaining unit, and at a later date proves to be unsatisfactory for any such position as determined by the Employer, or there is a reduction in staff of the department, or if the employee wishes not to accept such position, may be reinstated to their former position without loss of seniority, or accrued seniority, provided this occurs within ninety (90) calendar days of the promotion and providing they continue paying dues. Any employee 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 ninety (90) calendar days.
- 11.04 The Employer will provide the Union with a seniority list once per year. The Employer will post a copy of the seniority list at each worksite.
- 11.05 Any employee wishing to protest seniority must do so within thirty (30) calendar days of the posting of the seniority lists.
- 11.06 When there are contracted vacancies for a bargaining unit position the Employer will post the vacancies and accepted applications for no less than eight (8) calendar days. Such posting will include a description of responsibilities, pay classification, as well as skills, abilities and availability required for the position. The position will be awarded to the most senior qualified employee with the requisite skills, abilities, availability and qualifications; the assessment framework for which will be set by Management. When all the aforementioned factors are equal, seniority will prevail. Should a suitable internal candidate not be identified, management reserves the right to post the position externally. Employees will serve a ninety (90) day probationary period in the new position within the servicing contract and seniority list. During this time if the employees proves to be unsatisfactory for the position or if the employee wishes not to accept the position they will be returned to the previous classification within the bargaining unit and seniority list. The same practice will apply with regards to filling vacancies when on-site training classes are scheduled. Training classes will be filled in order of seniority.

- 11.07 An employee shall lose all seniority rights, and their employment shall be terminated, for any one or more of the following reasons:
- Voluntary resignation
 - Discharge for cause
 - Failure to return to work after layoff within fourteen (14) calendar days after being notified by registered mail or email.
 - If the employee has been laid off for more than twelve (12) months.

ARTICLE NO. 12 – CASUAL EMPLOYEES

- 12.01 A Casual Employee is an employee of the Employer who may be offered work on an ad-hoc basis to cover the following:
- Illness and injury
 - Periodic training requirements
 - Covering contingency staff requirements arising out of irregular operational situations.
 - Vacation coverage
- 12.02 Casual employees shall not be required to become Union Members. Should a permanent full-time position become available the Employer may choose to offer the position to a current casual employee. If the casual employee accepts the aforementioned position they will be required to become a Union member, and will be subject to the terms and conditions of the collective agreement.
- 12.03 Casual employees shall not be used to deprive Full time employees of their regular hours on their regular shifts.
- 12.04 When Casual employees are being assigned work in the bargaining unit they will be paid as outlined in Article 14 (*classifications and rates of pay*) of the collective agreement.
- 12.05 Casual employees will not be offered a permanent full-time position, so long as there are permanent full-time employees laid off.

ARTICLE NO. 13 – LAY OFF AND RECALL

- 13.01 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 ability and qualifications; where these are equal seniority shall be the determining factor. Full-time employees who are laid off will have the option of joining the casual employee list for APS, and will be offered available work in seniority order.

ARTICLE NO. 14 – CLASSIFICATIONS AND RATES OF PAY

- 14.01 The rates of pay will be as follows:

| Classification | | Current | Date of Ratification 2% | June 1, 2023 2% |
|-------------------|------------|---------|----------------------------|-----------------------|
| Arrest Officer | Processing | 24.18 | \$24.66 | \$25.16 |
| Corporal | | 26.33 | \$26.86 | \$27.39 |

New Classification – If the Client requires the Employer to establish a new classification which falls within the scope of this agreement the Employer and the Union will meet to negotiate a rate of pay for the newly established classification, provided the new classification has a different bill rate in the contract with the Client.

- 14.02 **Job Descriptions** – Job descriptions are contained in the Post Orders as Work Instructions, and are available at the work site.

Corporal/Shift Supervisor– A Corporal/Shift Supervisor is an employee in the bargaining unit who is responsible for the direct supervision of Arrest Processing Officers on a shift basis. For day to day requirements, they report to the Contract Site Supervisor. For situations where escalation is required, they will report to the Calgary Regional Management team. In addition to their regular duties, may perform some of the following:

- Mentoring, coaching, and training new employees
- Ensure adherence to Arrest Processing Unit Standard Operating Procedures are met
- While they report to the Calgary Leadership team, they have an obligation to follow a lawful or legal request made by the client leadership.
- Other additional duties as the Employer / Client see fit

Acting Corporal/Shift Supervisor – Acting Corporal/Shift Supervisors can be appointed as necessary by the Corporal, for coverage not exceeding 30 days. Employees who are appointed to Acting Corporal/Shift Supervisor will be paid the Corporal/Shift Supervisor rate while serving as such.

- 14.03 **Certification / Licensing** – The Employer will reimburse Employees for the renewal costs incurred in remaining compliant with the licensing requirements outlined in the Relevant Acts Article.

- 14.04 **Uniforms** – Uniforms will be supplied by the Employer, at no cost to the Employee, consistent with the Employer's policy and the Client's site requirements.

Footwear Allowance – The Employer will reimburse each Full-Time Employee who has completed one year of calendar service up to one hundred (\$100.00) for the purchase of footwear that is consistent with the uniform policy per year. The employee will provide the employer with a receipt prior to reimbursement.

ARTICLE NO. 15 – RELEVANT ACTS

- 15.01 The Union acknowledges that the Employer and the Employees are required to comply with the following Acts as amended from time to time:
- Security Services and Investigator Act
 - Any other Provincial and Federal legislation as required

ARTICLE NO. 16 – HOURS OF WORK AND OVERTIME

- 16.01 The Union recognizes that the hours of work of the employees are directly determined by the contractual obligations between the Employer and the Client. If the contractual obligations between the Employer and the Client should change, and the result is inconsistent with this Agreement, the Employer and Union will enter into immediate collective bargaining for the purpose of reaching a mutually satisfactory replacement for Article No. 16.03.

- 16.02 The calendar week shall be from 00:00 Sunday to 23:59 the following Saturday.

16.03 Hours of work will be defined as follows:

- a. It is understood that Employees will work under a work averaging arrangement consistent with the Client's requirements. Employees will work on a twelve (12) hour shift cycle rotating between day shifts (06:00-18:00) and night shifts (18:00-06:00). For demonstrative purposes a sample monthly shift schedule is included in Appendix A.
- b. Overtime:
 - i. Provided the full-time Employee has completed their regularly scheduled shifts throughout the averaging arrangement period, all additional hours worked in the week will be paid at one and a half (1 ½) times the Employee's rate of pay. Additional hours worked as a result of a shift exchange, will not be considered.
 - ii. All hours worked in excess of the employee's regular scheduled shift will be paid at one and a half (1 ½) times the Employee's rate of pay.
 - iii. All hours worked in excess of an average of forty-two (42) hours per week over the period covered by the averaging arrangement will be paid at one and a half (1 ½) times the Employee's rate of pay.

16.04 Minimum Shift / Call Out Guarantee – Any Employee who is called in for work and reports to their post will be paid a minimum of three (3) hours. Any Employee who is initially called in for work and does not report to their post due to direction by the Employer will be paid a minimum of three (3) hours.

16.05 Daily operational overtime – Will be offered in order of seniority to any qualified employee on duty and will be offered on a voluntary basis.

16.06 Call-in overtime – Will be offered to qualified employees in order of seniority on a voluntary basis.

16.07 Any employee called out after their working day has been completed shall be paid a minimum of three (3) hours pay at the applicable overtime rate of pay. To qualify, the employee must have a minimum of one (1) hour break between the end of their original shift and the beginning of the call-out shift.

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

16.09 When an employee is called to work on one of their day off, they shall receive a minimum of three (3) hours pay at the applicable rate of pay. Should the employee volunteer to leave early, the employee will be paid only for the time worked.

16.10 Schedule distribution – Employee schedules will be made available and distributed to employees at least seven (7) days in advance of the work schedule being implemented.

16.11 When an employee meets with an accident at work which hampers them from the normal performance of duties, they will be paid a full day's wages for the day of the accident.

16.12 It shall be the onus of the employee to take breaks when possible, and practical, consistent with their responsibilities to the client. Breaks will be paid and consistent with the Employment Standards Code.

ARTICLE NO. 17 – DISCIPLINE

17.01 When an employee is required to attend a meeting, the purpose of which is to conduct an investigation that may lead to discipline, disciplinary hearing, or render a disciplinary decision, the employee is entitled to have a Shop Steward, or authorized Union Representative present, unless declined by the employee.

- 17.02 An employee will receive a copy of any disciplinary record placed on their file, including reprimands, with a copy to the Union Office. Disciplinary notices on an employee's file will be removed after twelve (12) months.
- 17.03 Upon written request, employees may either make an appointment to review their personal file with an HR team member present, or request the contents sent to them electronically via email. Confidential information contained within the personal file, may be subject to privacy laws and will not be subject to the Employees review.
- 17.04 Where an employee is suspended by the Company pending investigation, the suspension will be with pay until such time as the Company concludes the investigation, and renders a decision.

ARTICLE NO. 18 – GRIEVANCE PROCEDURE

- 18.01 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 of an employee shall first be taken up between such employee and the Client Services Manager (CSM). However, such employee will be entitled to be accompanied by a Shop Steward.

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 the grievance to writing on Union Letterhead stating the Article(s) alleged to have been violated, such grievance shall be taken up between the Sr HR / Labour Relations Advisor or designate and a Shop Steward or Local Union Representative.

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 up to two (2) Union representatives selected by the Union and up to two (2) Company representatives appointed by an Officer of the Company.

Step 4: Failing settlement under the above Steps 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 Mediation Services 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.

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

ARTICLE NO. 19 – LABOUR / MANAGEMENT COMMITTEE

- 19.01 The Employer and Union acknowledge the benefits of creating a positive work environment and fostering a harmonious relationship between the Employer and the employees covered under this agreement. On the request of either party, and subject to mutual agreement, the parties agree to meet for the purpose of discussing workplace topics and maintaining clear and open communication.

ARTICLE NO. 20 – HEALTH AND SAFETY

- 20.01 Protecting all employees from injury and occupational illness in the workplace is a priority and a continuing objective of the Employer, Employees and the Union. It is in the interest of all parties to make a commitment to Health and Safety in every activity we undertake.

ARTICLE NO. 21 – RESPECTFUL WORKPLACE

- 21.01 Protecting all employees from an environment that is free of harassment is a priority and a continuing objective of the Employer, Employees and the Union.
It is in the interest of all parties to commit to promoting a respectful workplace environment that is free from harassment, violence and bullying.

ARTICLE NO. 22 – PAYMENT CONDITIONS

- 22.01 All employees covered by this Agreement shall be paid on a definite two (2) week basis, and dates will not be altered without consent of the Union.
- 22.02 The Employer shall provide every employee covered by this Agreement with a separate or detachable written electronic, or printed itemized statement of earnings for each pay period.
- 22.03 Payment of wages will be made by direct deposit to the employee's bank account.

ARTICLE NO. 23 – STRIKES and PICKET LINES

- 23.01 The Employer agrees that there will be no lockout and the Union agrees that there will be no strike, slowdown, overtime ban or other concerted activity either complete or partial which could interfere with or restrict operations during the term of this Agreement.

ARTICLE NO. 24 – TECHNOLOGICAL CHANGE

- 24.01 The Employer shall notify the Union at least one (1) month in advance, if known, of any technological change which would affect the terms and conditions or security of employment of employees.
- 24.02 In the event the technological change will have a negative impact on employment levels, the Employer will meet with the Union to discuss ways to mitigate the impact of the technological change on affected employees.

ARTICLE NO. 25 – DURATION OF AGREEMENT

- 25.01 This Agreement shall remain in full force and effect from November 20, 2022 and continue in effect until December 31, 2023 and from year to year thereafter, except as hereinafter provided.
- 25.02 If amendments are desired by either Party to become effective in the next ensuing year, the Party proposing such amendments shall give notice in writing to the other Party, not less than sixty (60) days, and not more than one hundred and twenty (120) days immediately prior to the expiry date of this Agreement.

SIGNED THIS 1 DAY OF December, 2022

ON BEHALF OF THE COMPANY:
Canadian Corps of Commissionaires
(Southern Alberta)


Charles Caldwell, CEO

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


John Worden, Business Agent
Sharon Crowell, Director, Human Resources

APPENDIX A - EXAMPLE OF SHIFT SCHEDULE

| <u>SUNDAY</u> | <u>MONDAY</u> | <u>TUESDAY</u> | <u>WEDNESDAY</u> | <u>THURSDAY</u> | <u>FRIDAY</u> | <u>SATURDAY</u> |
|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|---------------------------|---------------------------|
| 27 OFF | 28 DAY 06:00-18:00 | 29 DAY 06:00-18:00 | 30 NIGHT 18:00-06:00 | 31 NIGHT 18:00-06:00 | 1 OFF | 2 OFF |
| 3 OFF | 4 OFF | 5 OFF | 6 DAY 06:00-18:00 | 7 DAY 06:00-18:00 | 8 NIGHT 18:00-06:00 | 9 NIGHT 18:00-06:00 |
| 10 NIGHT 18:00-06:00 | 11 OFF | 12 OFF | 13 OFF | 14 OFF | 15 DAY 06:00-18:00 | 16 DAY 06:00-18:00 |
| 17 DAY 06:00-18:00 | 18 NIGHT 18:00-06:00 | 19 NIGHT 18:00-06:00 | 20 OFF | 21 OFF | 22 OFF | 23 OFF |
| 24 OFF | 25 DAY 06:00-18:00 | 26 DAY 06:00-18:00 | 27 NIGHT 18:00-06:00 | 28 NIGHT 18:00-06:00 | 29 OFF | 30 OFF |
| 1 OFF | 2 OFF | 3 OFF | 4 DAY 06:00-18:00 | 5 DAY 06:00-18:00 | 6 NIGHT 18:00-06:00 | 7 NIGHT 18:00-06:00 |

LETTER OF UNDERSTANDING #1

BETWEEN: Canadian Corp of Commissionaires Southern Alberta
(Hereinafter referred to as the Employer)

AND: General Teamsters, Local Union No. 362
(Hereinafter referred to as the Union)

RE: Benefits and Savings Plan

This will confirm the parties understanding with respect to the current Benefits and Savings Plan provided to Employees. This LOU is for summary and reference purposes only. Should there be any discrepancy between this LOU and the Benefit Plan Text, Savings Plan Administration, or information on file with our Benefit Provider, which is subject to change from time to time, then the information on file with our Benefit Provider shall prevail.

The Employer has the right to change Benefits, Savings Plan, Benefit Provider, information included in this LOU, etc. from time to time at its discretion and commits to giving the Union three (3) months notice in advance of any potential changes.

Savings Plan

The Employer agrees to continue to provide an opportunity for Employees to choose to deduct a dollar amount, or a percent (%) of pay and deposit it into an account with the Benefit Provider.

Benefits

1. **Life Insurance** \$15,000. Paid by the Employer (taxable benefit).
2. **Dependant Life** \$5,000 for a spouse/common-law spouse and \$2,500 for each dependent child. Paid by the Employee, current rate \$2.70 per month (rate subject to change).
3. **Accidental Death & Dismemberment** \$15,000 to Age 75. Paid by the Employer (taxable benefit).
4. **Long Term Disability** 60% of gross earnings to a maximum of \$2500 per month. Coverage is terminated 119 days before 65th birthday. 100% Paid by the Employee, current rate maximum of \$62.58 per month (subject to change).
5. **Employee & Family Assistance Program**
6. **Dental Care** to age 65. Paid by Employee, Family \$37.64 per month (subject to change), Single \$15.77 per month (subject to change).
 - 80% Level I – Basic Services
 - 80% Level II – Supplementary Basic Services
 - 50% Level III - Dentures
 - 50% Level IV – Major Restorative Services
 - Dental Combined Maximum: \$1000/person/calendar year
7. **Extended Health Care** to age 65. Paid by Employee, Family \$37.90 per month (subject to change), Single \$15.52 per month (subject to change).
 - **Prescriptions:** Unlimited Generic Drugs, 80% plus the dispensing fee up to \$5.00
 - Anti Smoking Drugs: Limited to \$300 / Lifetime
 - **Hospital & Chronic Care:** Semi-Private room
 - **Vision Care:** 1 Eye Exam per year (to a maximum of \$100) + \$200 per 2 calendar years for glasses or contacts

LETTER OF UNDERSTANDING #1 (Continued)

| Professional Services | Medical Services and Supplies |
|---|---|
| <i>Chiropractor: \$500 per calendar year and \$50 per calendar year for X-rays</i> | <i>Private Duty Nursing: \$10,000 per calendar year</i> |
| <i>Physiotherapist, Certified Athletic Therapist: \$500 per calendar year</i> | <i>Stock item Orthopedic shoes: \$150 per calendar year</i> |
| <i>Podiatrist: \$500 per calendar year</i> | <i>Custom Made Orthotics: \$375 per 3 calendar years</i> |
| <i>Massage Therapist: \$500 per calendar year</i> | <i>Hearing Aids: \$500 per 5 calendar years</i> |
| <i>Speech Therapist: \$500 per calendar year</i> | <i>Surgical Stockings: 6 Pairs per calendar year</i> |
| <i>Osteopath: \$500 per calendar year</i> | <i>Surgical Brassieres: 6 per calendar year</i> |
| <i>Psychologist, Marriage Therapist, Family Therapist: \$500 per calendar year</i> | <i>Stump Sock: 9 per calendar year</i> |
| <i>Dietician & Nutritionist: \$500 per calendar year for nutritional counseling</i> | <i>Stump Sheaths: 6 per calendar year</i> |
| <i>Acupuncture: \$500 per calendar year</i> | <i>Wigs and Hairpieces: \$500 per lifetime</i> |

SIGNED THIS 1 DAY OF December, 2022

ON BEHALF OF THE COMPANY:

Canadian Corps of Commissionaires
(Southern Alberta)



Charles Caldwell, CEO

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



John Worden, Business Agent



Sharon Crowell, Director, Human Resources

LETTER OF UNDERSTANDING #2

BETWEEN: Canadian Corp of Commissionaires Southern Alberta
(Hereinafter referred to as the Employer)

AND: General Teamsters, Local Union No. 362
(Hereinafter referred to as the Union)

RE: Payment Conditions

Any significant error in payroll calculation by the Employer, shall be paid to the employee forthwith upon being brought to the attention of management.


Any significant error of more than eight (8) hours pay in payroll calculation by the Employer shall be paid to the employee within five (5) business days upon being brought to the attention of management.

Failure by the Employer to correct this payroll error within five (5) business days will result in a penalty of four (4) hours pay each day until error is corrected and paid.

Should an Employee be overpaid, the Employee will bring the issue to the attention of the Employer (and/or the Employer will bring the issue to the attention of the Employee); the Employee shall be allowed to pay back the overpayment on a mutually agreed upon reimbursement plan.

SIGNED THIS 1 DAY OF December, 2022

ON BEHALF OF THE COMPANY:
Canadian Corps of Commissionaires
(Southern Alberta)



Charles Caldwell, CEO

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



John Worden, Business Agent

Sharon Crowell, Director, Human Resources

LETTER OF UNDERSTANDING #3

BETWEEN: Canadian Corp of Commissionaires Southern Alberta
(Hereinafter referred to as the Employer)

AND: General Teamsters, Local Union No. 362
(Hereinafter referred to as the Union)


RE: Appreciation Award

Effective the date of ratification the Employer will pay all eligible bargaining unit employees the Appreciation Award on the terms set out in the Employer's announcement dated June 23, 2022.

It is understood the Union will retract it's Unfair Labour Practice Complaint GE-08838 with the Alberta Labour Relations Board as it relates to these bargaining unit members.


SIGNED THIS 1 DAY OF December, 2022

ON BEHALF OF THE COMPANY:
Canadian Corps of Commissionaires
(Southern Alberta)


Charles Caldwell, CEO

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


John Worden, Business Agent


Sharon Crowell, Director, Human Resources