

COLLECTIVE AGREEMENT

BETWEEN:

GARDA CANADA SECURITY CORPORATION
Suncor Refinery
(hereinafter referred to as the "COMPANY")
OF THE FIRST PART,

AND:

GENERAL TEAMSTERS, LOCAL UNION NO. 362
Affiliated with the International Brotherhood of Teamsters
(hereinafter referred to as the "Union")
OF THE SECOND PART

February 1, 2023 to February 1, 2026

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PREAMBLE

It is recognized by this Agreement to be the duty of the Company and the Union and the employees to fully co-operate, individually and collectively for the advancement of conditions.

PURPOSE

It is the intent and purpose of the Parties hereto that this Agreement shall promote and improve harmonious labour relations and facilitate the peaceful adjustment of differences between the Company and the employees covered by the terms and provisions of this Agreement and to set forth herein the terms covering the rates of pay, hours of work and working conditions to be observed.

ARTICLE NO. 1 - BARGAINING AGENCY and DEFINITION

- a) The Employer recognizes General Teamsters, Local Union No. 362 as the exclusive representative for the purpose of collective bargaining, and grievances arising from the Agreement, of all employees of Garda Canada Security Corporation located at Suncor Sherwood Park Refinery, excluding Supervisors as per Certificate No. C2093-2022.
- b) This Agreement shall cover all employees, as defined in a) above, employed by the Employer at the Suncor Sherwood Park Refinery.
- 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, except for replacement due to injury or illness, or temporary increases in work from the Client, including but not limited to shutdowns and turnarounds, as per Article No. 26 herein.

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

- e) All conditions of employment relating to wages, hours of work, overtime, premium pay, vacations, holidays, and other general conditions of employment are specifically set forth and embodied herein, and no separate oral or written agreement shall be entered into with the individual Members of the Union.
- f) **Definitions**
 - 1. "Employee" is an employee who holds a position on a permanent, continuous basis, in accordance with Article No. 17 b).
 - 2. An "Ad-Hoc Employee" is an Employee who holds a position on an Ad-Hoc basis and performs work to the Suncor Sherwood Park Refinery contract or any other service contract, in accordance with Article No. 2.

3. "Start Date" shall be the first (1st) day on payroll with the Employer, and "Seniority Date" shall be the first (1st) day on payroll at the Suncor Edmonton Refinery within the specific seniority list.
4. The general scope of duties for guards on the Suncor Refinery Sherwood Park site will be based on the contract the company signs with the client. The Union will be notified of any changes.

ARTICLE NO. 2 - DURATION OF AGREEMENT

- a) This Agreement shall be in full force and effect from and including February 1, 2023 up to and including February 1, 2026, 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 recognizes the right of the Employer to hire whomever they choose, subject to the seniority provisions contained herein.
- b) 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 to the Union office.
- c) 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.

- d) 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) On the first pay period of each month, 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. Should the employee have no earnings during the first pay period of the month, the Employer will deduct as indicated on the next available pay period to reconcile the Local Union Checkoff.

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 fifteenth (15th) day of the following month in which the monies are deducted, together with one (1) copy of the Check-off list as above mentioned by an emailed statement which will include the names of the employees for whom the deductions were made, and the amount of each deduction. (Note: for the purpose of definition: "Check-off List" is the updated Union's Pre-Billing statement as indicated below). The Company will remit the amount indicated as per the Local Union Checkoff plus all dues collected for newly hired employees as per Article No. 4 b).

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, date of hire and Social Insurance Number.

The Monthly Check-off List will reference any:

- New Members to be listed in alphabetical order with current address, postal code, date of hire and Social Insurance Number;
 - Terminations or resignations or leaves of absences are to be clearly identified with current address, postal code, Social Insurance Number 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) Within fifteen (15) days of an employee commencing 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 current Union Check-off, which is to be emailed to the Union. The Employer will deduct the Initiation fee from the employee before the employee has completed ninety (90) calendar days of employment. The deduction of the Initiation fee shall be in increments of fifty dollars (\$50.00) per month commencing the first month of employment.
- 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 proper 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.
- c) The Union recognizes that the operational needs and requirements of the Suncor Edmonton Refinery and other contracted companies (the Client) must be adhered to by the Employer and these needs may change from time to time.

- d) All rules and procedures are to be detailed in writing and a copy provided to each employee and the Union. The Union recognizes that employees shall be required to follow all rules and policies of the Client, in addition to any policies from the Employer.

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) days, without pay, when approved by the Employer, with notification to 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 their seniority rights and their name will be stricken from the Seniority List, and they shall no longer be considered an employee of the Employer.
- 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 returning to work. Any violation of this provision will be subject to disciplinary action.
- g) Employees must file a request for Leave of Absence, at least twenty-one (21) days in advance, and the Employer must reply to the said Leave of Absence within seven (7) days of the request. Any requests made less than twenty-one (21) days in advance shall be approved at the discretion of the Employer.
- h) An employee who goes to work for the Local Union which represents the employee in their bargaining unit, may apply for an unpaid Leave of Absence from the Employer for a period not to exceed one (1) calendar year. Such Leave will not be unduly withheld, and when granted, the Employer will do so in writing, with a copy to the Union. The employee will continue to accrue seniority during such Leave. At the expiration of the one (1) calendar year, the employee must return to their former position or relinquish all seniority rights with the Employer.
- i) When an employee suffers an injury or illness which requires their absence, they shall report the fact to the Employer as soon as possible, prior to their actual starting time, so that adequate replacement may be made if necessary. The reporting of such injury or illness should be made prior to starting times - a minimum of one (1) hour for day shifts, or two (2) hours for afternoon shifts.
- j) Employees must keep the Employer notified of their correct address and phone number at all times.

- k) **Bereavement Leave** - In the case of death in the immediate family as defined in the Alberta Employment Standards on the date of ratification, upon notification to the Employer, the affected employee shall be granted three (3) working days Leave of Absence without loss of regular earnings. The Employer shall grant an additional Leave of Absence of seven (7) days without pay if the funeral occurs outside of a seven hundred kilometers (700 kms) radius of the employee's normal work location.

Reasonable proof of death may be required, if requested by management. The Employer will not require any person already on Bereavement Leave to report for work during the bereavement period. If an employee is notified of a death in their immediate family while working, they shall be relieved from duty and paid for the balance of their shift. Such absence shall not be considered as Bereavement Leave for the purposes of calculating leave entitlement.

- l) **Jury Duty** - All time lost by an employee on their regular workday 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. 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.

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

- m) **Maternity and Parental Leave** - shall be as defined and outlined in the Alberta Employment Standards. The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which they intend to commence the Leave, and a certificate of a qualified medical practitioner stating that they are pregnant. Where an employee intends to resume their employment with the Employer upon expiration of the Leave, two weeks' notice shall be provided to the Employer and the Employer shall reinstate them to their former position at not less than the same wages and benefits.
- n) **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.
- o) **Marriage Leave** – The Employer shall grant, upon written request, up to four (4) consecutive unpaid days off for an employee to attend their own wedding.
- p) **Special Medical Leave** - Where an employee is required to absent themselves from work in order to attend an appointment with a medical specialist, the Employer shall grant 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 Shop Stewards from regular employees who have completed their probationary period and shall notify the Employer in writing of the appointment or election. The Employer shall only recognize such Shop Stewards when notified in writing by the Union and shall not discriminate against them for lawful Union activity.
- b) The Union shall supply to Management on or about each January 1st, 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) 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 the post training process. 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. Failure to return the described uniforms shall result in a deduction from the employee's final pay of up to five hundred and fifty dollars (\$550.00) depending on the equipment that has been issued. Uniform items for which a deduction has been made must be returned within thirty (30) days of the last shift worked in order for reimbursement to be granted. All items received and/or returned by the employee will be captured in a statement and signed off on by the employee and a Company representative.

b) All uniform pieces supplied to be worn on the refinery site must be in compliance with both Client and Employer site safety policies.

c) Uniforms will be as described as:

- | | |
|----------------------------|----------------------------------|
| Two (2) pairs of pants | One (1) Fire-Resistant Jacket |
| Four (4) shirts | One (1) Safety Vest |
| Normal Cresting | Two (2) Fire-Resistant Coveralls |
| One (1) sweater (optional) | One (1) Toque |
| One (1) Ball-cap | |

Additionally, the Employer agrees that other PPE as required (such as Hard hats and Hearing Protection) shall be made available on site.

- d) Employees will be issued with uniforms having a reasonable fit. An employee who at any time feels that their uniform is not of a reasonable fit, 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.
- e) 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 footwear required for the site. Reimbursement thereafter will be up to one hundred dollars (\$100.00) per calendar year, upon presentation of receipt. Employees may upon request, roll over the allowance for one (1) year and be reimbursed for two-hundred dollars (\$200.00) after twenty-four (24) months. This is to be tracked from date of eligibility, not date of last reimbursement.
- f) The Employer will provide a clean, safe, and adequate lunchroom for its employees. Each lunchroom will be equipped with tables, chairs and appliances (microwaves, fridges and automatic coffee makers, etc.). Should any equipment or appliance require repair or replacement, the Employer will take necessary action within three (3) business days of the issue being brought to their attention. The employees will be responsible to ensure the area and equipment is kept in a clean and tidy condition, after use.
- g) The Employer will provide sufficient storage lockers to accommodate the number of employees on shift at any given time.

ARTICLE NO. 9 - CONFLICTING AGREEMENT

- a) The Employer agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement or any statute of Canada. Any such agreement will be null and void.
- b) The Employer Party to this Agreement shall not use another limited 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 they accept the sole responsibility for all time worked by persons on their payroll and will not use a subsidiary or allied Company to circumvent the terms of this Agreement.

ARTICLE NO. 10 - TRANSFER of TITLE or INTEREST

- a) This Agreement 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 placed on administrative leave by the Employer pending investigation, the leave will be with pay until such time as the Employer makes a decision as to the appropriate discipline.
- b) When an employee is required to attend a meeting, the purpose of which is to conduct an investigation, disciplinary hearing, or render a disciplinary decision, the employee is entitled to have, or decline, at their request, an available representative of the Union in attendance. In the event that an employee declines to have a representative of the Union present, the Employer will notify the Local Business Agent. In any case, the meeting will proceed.
- c) Upon request, employees will be permitted to review their personal file.
- d) An employee will receive a copy of any disciplinary record placed on their file, including reprimands, with a copy to the Union office. Discipline shall be removed from an employee's file after twelve (12) months provided there has not been any further similar discipline. For the purposes of this Article, discipline shall be divided into attendance related, and conduct related.

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.

ARTICLE NO. 12 - GRIEVANCE PROCEDURE

- a) All questions, disputes and controversies arising under this Collective 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. Failure by the grievor or the Union to comply with the timelines set out below, shall render the grievance null. 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 Branch Operations Manager. However, such employee will be entitled to be accompanied by a Shop Steward of their choice or a Union Representative. Step 1 shall be taken up within ten (10) calendar days from the date of the incident giving rise to the grievance. The employer will respond within ten (10) calendar days of receipt of grievance.

Step 2: Failing settlement under Step 1, the grieving party shall reduce their grievance to writing stating the Article(s) alleged to have been violated. Such grievance shall be taken up between the Branch Manager or 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 within ten (10) days (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 1.

The Company and the Local Union may mutually agree to use the AMS (Alberta Mediation Service) mediation/ arbitration option prior to proceeding to arbitration.

Step 3: Failing settlement under the above Steps and within fifteen (15) calendar days, the matter will be referred to an agreed upon neutral person to act as an Arbitrator who will meet with the Parties to hear both sides of the case. Failing to agree upon a neutral person, the Minister of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator shall be requested to hand down their decision within thirty (30) calendar days following completion of the hearing and their 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.

- b) 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, and dates will not be altered without consent of the Union.
- b) The Employer shall provide every employee covered by this Agreement with a separate or detachable written electronic, or printed itemized statement in respect of all wage payments made to such employee. Such statement shall set forth the total hours worked, the total overtime hours worked, 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 on the form provided within five (5) business days following the issuance of pay. Amounts greater than one hundred (\$100.00) dollars will be paid to the employee within five (5) business days. Amounts less than one hundred (\$100.00) dollars, 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.

All payroll discrepancies will be responded to in writing with a copy to the Local Union Business Agent in line with the five (5) business days.

- e) Should the employee be overpaid, the employees shall pay back the overpayment. The employee and the Employer will mutually agree on a reimbursement plan not to exceed six (6) pay periods. Consideration will be given to employees who demonstrate that such repayment schedule would cause significant hardship.

ARTICLE 14 - ANNUAL VACATIONS

- a) Vacations will be granted on the basis of following reference years from January 1st to December 31st.
- b) Employees who as of January 1st of the current year have completed less than one (1) year of service shall receive one (1) day of vacation per full month of work, up to a maximum of two (2) weeks of vacation at four percent (4%) of 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 two (2) weeks' vacation at four percent (4%) of their annual gross earnings 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 three (3) weeks' vacation at six percent (6%) of their annual gross earnings for the reference year for which they are receiving said vacation.
- e) Employees who have previously completed or subsequently complete twelve (12) years continuous service and thereafter, as an employee shall receive four (4) weeks' vacation at eight percent (8%) of their annual gross earnings for the reference year for which they are receiving said vacation.
- f) 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.
- g) Should a General Holiday occur while an employee is on vacation, the employee shall receive another day off with pay, in lieu of said General Holiday.
- h) Vacation lists will be posted on October 1st, of the previous year in which it is to be taken. Employees shall designate their choice of vacation, in order of seniority, by November 15th of the same year. In the event an employee fails to designate their choice of vacation by the bid deadline, i.e., November 15th, vacation time for said employee shall be allocated at the discretion of the Employer. The Employer shall post the completed vacation schedule by December 1st of the previous year with a copy to the Union and it shall remain posted for the vacation year.
- i) A Union Shop Steward will be selected by the Union office and will assist in the construction of the vacation schedule.

- j) Employees will have the ability to change their vacation choice after the close of the bidding period, with two (2) weeks written notice to the Employer, providing there are requested slots still available, and the change would not adversely affect operations.

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 can be requested with minimum fourteen (14) days prior with written notice to Employer. Employees can request all of their vacation monies accrued once every six months of the calendar year.
- l) The Company may limit the number of employees who can be on vacation to a maximum of ten percent (10%), rounded up to the next whole number. The number can be greater if the operation permits, and at the Company's own discretion.
- m) Annual vacation will be taken within the period of January 1st to December 31st of each year.
- n) 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 because of overlap with a more senior employee's vacation. Three (3) days overlap will be considered acceptable.
- o) The Employer shall pay vacation pay through pay roll deposit on the regular payday as if the employee had worked, or the employee may request vacation pay be paid on the regular payday immediately preceding the commencement of the vacation, with two (2) weeks written notice to Employer prior to such payday.
- p) The Employer shall furnish the employee with a statement showing the period for which the employee is receiving their vacation pay, how the vacation pay was calculated, and shall include all overtime payments, commissions, or anything of a monetary value on which the employee has to pay income tax.
- q) In the event that an employee leaves the employ of the Employer before they are entitled to two (2) weeks' vacation, they shall receive four percent (4%) of the gross earnings received while in the employ of the Employer.
- r) In the event of an employee leaving the employ of the Employer after they have had their vacation they earned for the previous year, they shall receive four percent (4%), six percent (6%), or eight percent (8%), as the case may be, of their pay for the year in which they end their employment for which no vacation has been paid.

ARTICLE 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	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 ½ 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 12:01 and 12:00 midnight, shall be considered as worked on a General Holiday for each individual employee.
- e) The actual date of the Statutory Holiday will be paid at the overtime rate for all hours worked on that day. There will be no “moving” of the Statutory Holiday. On years in which Canada Day falls on a Sunday, the Company will clearly identify July 2nd as the Statutory Holiday in advance on a posted memo.
- f) Any new General Holiday(s) proclaimed to be a mandatory Statutory Holiday by the Province of Alberta shall be recognized as a General Holiday in this Collective Agreement.
- g) Any new General Holiday(s) recognized by the Client in their contract with the Employer, they shall be recognized as a General Holiday in this Collective Agreement.

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 (2) 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, may request to be reinstated to their former position without loss of seniority, or accrued seniority, provided this occurs within thirty (30) calendar days of the promotion and providing they continue paying dues.
- d) The Employer shall provide the Union office with a separate seniority list for Full-time and Ad-Hoc employees, giving the names of employees and dates they commenced employment, immediately after the signing of this Collective Agreement and upon request from the Union and shall also post a copy of the seniority list at the site, with a copy to the Local Union. The Employer shall add any new employees and delete those whose employment is terminated.
- e) Any employee wishing to protest seniority must do so within thirty (30) calendar days of the posting of the seniority lists in which their name first appears on said list.

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 Full-time employees will work a total of three hundred and thirty-six (336) scheduled hours in an eight (8) week cycle, comprised of twelve (12) hours per day.
- c) Any employee who reports to work on a normal workday, on the call of the Employer, and who does not commence their shift, shall be paid four (4) hours pay at the applicable rate.
- d) The Employer shall post work schedules at least seven (7) days in advance of the implementation of the work schedule.

- e) Employees will be given eight (8) hours free from duty on any shift change, and where an employee has their shift changed and they receive less than the eight (8) hours free from duty, they will receive overtime at the overtime rate shown herein for each fifteen (15) minutes that they are short of their eight (8) hours.
- f) When an employee meets with an accident at work which hampers them from the normal performance of duties, they shall be paid a full day's wages for the day of the accident.
- g) **Mutual Request** - The Employer agrees to allow employees to arrange shift trades by mutual agreement between all employees at the location, provided there is no conflict with the hours of work, and both employees are qualified for the shift they trade. Shift trades by mutual agreement have to be submitted in accordance with the Branch process, no less than seven (7) days prior to the actual shift trade. Shift trade requests submitted less than seven (7) days prior to the actual shift trade may be denied at the discretion of the Company. Traded shifts for a mutual shift trade cannot be more than thirty (30) days apart.
- h) 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.

Employees who book off or are otherwise absent for reasons other than paid absences that are outlined in this Collective Agreement or Government Statute, shall not be entitled to overtime rates contained in this Collective Agreement until they have completed their normal work schedule.

- i) In times of emergent need Management reserves the right to provide "fill-in" detail.
- j) Any employee called out after their 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.
- k) Call-in overtime will be offered, in order of seniority, to all employees on a day off.
- l) When an employee is called to work on one (1) of their days off, they shall receive a minimum of four (4) hours pay at the applicable rate of pay. Should the employee volunteer to leave early, they will be paid only for the time worked.
- m) 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.
- n) Overtime will be paid in minimum fifteen (15) minute increments.
- o) All overtime will be paid at the employee's overtime rate of pay.
- p) **Breaks** – Employees working an eight (8), nine (9) or ten (10) hour shift will be entitled to two (2), thirty (30) minute paid breaks, with the first break to be given no earlier than two (2) hours from the start of the shift.

Employees working a twelve (12) hour shift will be entitled to one (1) forty-five (45) minute paid break and one (1) thirty (30) minute paid break (or two (2) fifteen (15) minute breaks) when mutually agreed upon. The first (1st) thirty (30) minute paid break (or two (2) fifteen (15) minute breaks) will start after the employee has completed three (3) hours of work unless it's mutually agreed between the employee and Supervisor. Second (2nd) forty-five (45) minutes paid break will start after the employee has completed six and one half (6 ½) hours of work, but not occur within the last sixty (60) minutes of the employees shift.

Employees working operational overtime will be entitled to an additional fifteen (15) minute paid break per two (2) hours of overtime.

Missed breaks will not lead to overtime.

Employees working four (4) hour shifts will be entitled to one (1) fifteen (15) minute paid break as close to the midway point as possible. Employees working six (6) hour shifts will be entitled to one (1) thirty (30) minute paid break as close to the midway point as possible.

ARTICLE NO. 18 – SITE REMOVAL

- a) The Union recognizes the right of the Client to remove personnel from their site. In circumstances where the Client has made a request for a change in specific personnel from their site that results in removal of certain employees, then such a request shall be complied with. The Company shall meet with the affected employee and their Union Representative as quickly as possible after the notification and shall provide the Union and employee with notification in writing.
- b) At the sole discretion of the Employer, the employee may be offered a position at a different site outside of the bargaining unit or may be added to the branch Ad-Hoc pool.
- c) Where the Employer does not offer a position in accordance with the above provision, the employee shall be entitled to notice, or pay in lieu of notice in accordance with Provincial Standards.
- d) An employee who does not accept a position in accordance with the above provision shall be deemed to have resigned their employment and shall not be entitled to any pay in lieu of notice.
- e) Employees shall not have the ability to grieve Articles No. 18 a), or 18 b).

ARTICLE NO. 19 – LAY OFF AND RECALL

- a) In the event it becomes necessary for the Employer to reduce staff levels in the form of a layoff, the following procedure will apply:
 - 1. The Employer will first notify the Local Union Office of its intent to lay off employees with as much notice as possible prior to any lay-off and will meet with the Local Union to discuss possible mitigation of the surplus.
 - 2. Affected employees will be laid off in reverse order of seniority, 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. No employee from outside the bargaining unit will be given work unless all employees are working or have declined the vacant shift.
 - 3. Affected employees will receive notice in accordance with the Alberta Labour Code.
 - 4. Employees laid off will remain on the seniority list and eligible for recall for a period of twelve (12) months following the date of lay off. If after twelve (12) months the employee has not been recalled, their name will be permanently removed from the seniority list. The employee is responsible to ensure the Employer is kept notified of any change of contact information during lay off.
 - 5. Recall may be confirmed by personal contact and followed by registered mail to the address last filed by the employee with the Employer.
 - 6. An Employee must respond to a Notice of Recall within seven (7) calendar days and must be available to report to work no later than fourteen (14) days following notification.

7. If an Employee fails to respond to a Notice of Recall within seven (7) calendar days, they will be deemed to have resigned and will be removed from the seniority list.
8. The Employer will copy the Local Union office on all correspondence to employees regarding layoff and recall.

ARTICLE NO. 20 – PROBATIONARY PERIOD

- a) All new employees shall be considered probationary, until such time that they have completed ninety (90) calendar days. There shall be no responsibility on the part of the Employer respecting employment of probationary employees should they be laid off or discharged during the probationary period.
- b) No Employee shall be required to complete more than one probationary period.
- c) Employees transferring from one Branch to another, shall carry their years of service for vacation entitlement only, and shall be required to serve a probationary period. The Company has sole discretion to approve transfers from Branch to Branch.
- d) Employees discharged under this Article shall not have access to the grievance process.

ARTICLE 21 - HEALTH and WELFARE PLAN

- a) This Article does not apply to Ad-Hoc Employees.
- b) Following ninety (90) days of employment, the Employer will offer to all employees as defined in Article No. 1 an optional comprehensive Health and Welfare Benefit Plan which will include Life Insurance and Short-Term Disability as a minimum and additional optional Accidental Death and Dismemberment, Major Medical Coverage; Extended Health and Dental Coverage; and Prescription Drug. Details will be provided under separate cover and the cost of premiums shall be shared on a 50/50 split.
- c) The Employer will continue to cover employees benefit premiums who are off ill, or on compensation, for a maximum of three (3) months from date of illness or injury. After three (3) months, the employee will have the option to continue paying their own premiums through the Employer.
- d) The Employer will pay for all Doctors notes related to Workers’ Compensation Board (WCB) or functional capacity. The Employer will not pay for supporting documents related to absenteeism. Such request for documents will only be made after two (2) consecutive days absent or in cases where a pattern can be shown.

ARTICLE NO. 22 - WAGE RATES

- a) The Union acknowledges that the wage rates shall be established as per the Employer’s contract with the Client as on the date of ratification. The Employer shall make the Union and employees aware of any future changes to the wage rates in a timely manner.

Classification	Current Pay Rate	Ratification (10%)	Year 2	Year 3
G2 – GUARD (0-12 MONTHS)	\$19.09	\$21.00	TBD	TBD
G3 – GUARD (12-24 MONTHS)	\$20.35	\$22.39	TBD	TBD
G4 – GUARD (24-36 MONTHS)	\$21.59	\$23.75	TBD	TBD
G5 – GUARD (36-48 MONTHS)	\$22.85	\$25.14	TBD	TBD

Upon ratification a ten percent (10%) increase will be applied immediately to all wage tiers with back pay to November 1st, 2022 to be paid within thirty (30) days of ratification.

- b) It is agreed that there will be no rollbacks in wages while this Collective Agreement is in force except in the event of unforeseen and extraordinary circumstances in which case the Company and the Union will meet immediately to discuss the terms of such a rollback.

ARTICLE NO. 23 - SEPARATION OF EMPLOYMENT

- a) If an employee is terminated, discharged, or resigns, they shall receive their final pay-cheque including all monies owing to them by their 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 them by the Employer, in good condition notwithstanding normal wear and tear. In such event, the Employer may require such employee to pay for any item willfully destroyed, mutilated or not returned before final payment of salary is made, subject to Alberta Employment Standards.

- 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. 24 - INSPECTION PRIVILEGES

Authorized Agents of the Union shall, after requesting permission, which shall not be unduly denied by the Employer, have access to the establishment(s) where employees of the Employer are employed, during working hours, and for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however that there is no interruption of the working schedule. Meetings with employees are to take place during the employee's normal break periods and shall not extend beyond the allotted time allowed to the employee.

Authorization shall be subject to any restrictions and requirements set by the Client, and the Company shall communicate such restrictions and requirements to the Union in a timely manner.

ARTICLE NO. 25 – TRAINING AND MEETING ATTENDANCE

- a) The Employer shall be responsible for providing sufficient training in the areas of vehicle operations, Company operational procedures, and safety procedures in the performance of work.
- b) Participation by employees is compulsory and participating employees will be paid at the applicable rate of pay in the Collective Agreement.
- c) When the Employer requires an employee to be present at a meeting called by the Employer, time spent at such meeting shall be considered as time worked and shall be paid in accordance with the Collective Agreement.
- d) The Employer will from time to time provide First Aid training course or Recurrent First Aid training courses free of charge to the employees. Participation by employees shall be voluntary.
- e) The Employer shall provide sufficient in-house training prior to the employee taking any tests of qualification.

ARTICLE NO. 26 – AD-HOC EMPLOYEES

Ad-Hoc employees may be non-union staff who are brought in on a temporary basis in cases of “shut down” or Ad-Hoc work that is over and above the regular contracted work as defined in Article No. 1 to cover the temporary absence of a regular Full-time employee or work that is over and above the regular contracted work. Ad-Hoc employees will not be used to displace a bargaining unit Member.

The Company agrees to pay the Union a fee of twenty-five cents (\$0.25) per hour worked by all Ad-Hoc employees, with the exception of hours worked during shutdowns. Should an Ad-Hoc employee be required to fill a known absence of a bargaining unit Member that is longer than thirty (30) days, said Ad-Hoc employee will be required to sign an application card and pay Union dues accordingly. Ad-Hoc employees will be paid the same rates of pay as per the Collective Agreement while working at the Suncor Refinery.

ARTICLE NO. 27 - SAVING CLAUSE

If any Articles of this Collective Agreement or of any supplement hereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any Article should be restrained by such tribunal, pending a final determination as to its validity the remainder of this Agreement or of any supplement thereto, or the application of such Article to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restrained as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article No. 12 - Grievance Procedure herein.

ARTICLE NO. 28 - COMPENSATION COVERAGE

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 Alberta Labour Relations 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 Alberta Labour Relations Code unless to do so would endanger the life of the employee.

ARTICLE NO. 30 - BULLETIN BOARDS

- a) Subject to any restrictions by the Client, the Employer will provide a bulletin 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.
- b) Union bulletin boards are to be placed in plain view so as employees are able to view at any time during their workday.

ARTICLE NO. 31 - LAWSUIT

The Employer will provide, at no cost to the employee, the services of a lawyer in the event of a legal pursuit where the Employer is satisfied that the pursuit results from legal actions taken by the employee in the regular course of their functions, and proper practices and procedures were followed.

ARTICLE 32 – 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 on the date of ratification, the Employer shall make contributions of three cent (\$0.03) 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.

Signed this 1st day of March, 2023

ON BEHALF OF THE EMPLOYER:

Garda Canada Security Corporation
Suncor Refinery



Steve Ball,
Director, Human Resources



Lauren Murdock,
Human Resources Manager

ShaneHimmelman

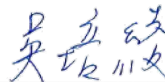
Shane Himmelman,
Edmonton General Manager

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



Erin Goldie,
Business Agent



Pei Vanden Brink,
Business Agent

LETTER OF UNDERSTANDING #1

BETWEEN: GARDA CANADA SECURITY CORPORATION
Suncor Refinery
(herein after referred to as the Employer)

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

RE: PART-TIME EMPLOYEES


The Parties hereto agree to the following:

The Union and the Employer acknowledge that at the time of ratification, the Employer does not have plans to introduce any Part-time positions at the Suncor Sherwood Park Refinery. In the event the Employer, or the Client wishes to create Part-time positions, the Parties will immediately meet to bargain the terms and conditions.

This Letter of Understanding will expire on the date, or upon the ratification of the next Collective Agreement.

Signed this 1st day of March, 2023

ON BEHALF OF THE EMPLOYER:
Garda Canada Security Corporation
Suncor Refinery



Steve Ball,
Director, Human Resources




Lauren Murdock,
Human Resources Manager

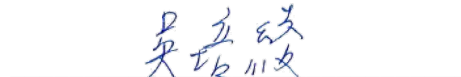
ShaneHimmelman

Shane Himmelman,
Edmonton General Manager

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



Erin Goldie,
Business Agent



Pei Vanden Brink,
Business Agent

LETTER OF UNDERSTANDING #2

BETWEEN: GARDA CANADA SECURITY CORPORATION
Suncor Refinery
(herein after referred to as the Employer)

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

RE: UNIFORM AUDITS

The Parties hereto agree to the following:

The Union and the Employer agree that within sixty (60) days of ratification, the Employer will conduct a uniform audit to confirm the employer's records on what uniform pieces are on file for each employee at Suncor Refinery Sherwood Park. Further audits will be completed at request of each employee as needed.

This Letter of Understanding will expire on February 1st, 2026, or upon the ratification of the next Collective Agreement.

Signed this 1st day of March, 2023

ON BEHALF OF THE EMPLOYER:
Garda Canada Security Corporation
Suncor Refinery



Steve Ball,
Director, Human Resources

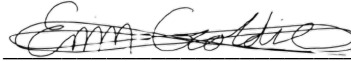


Lauren Murdock,
Human Resources Manager

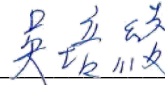
ShaneHimmelman

Shane Himmelman,
Edmonton General Manager

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



Erin Goldie,
Business Agent



Pei Vanden Brink,
Business Agent