

THIS AGREEMENT ENTERED INTO THE 5th DAY OF NOVEMBER, 2020

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN CORPS OF COMMISSIONAIRES

Southern Alberta

(Herein referred to as the 'Employer')

AND:

GENERAL TEAMSTERS, LOCAL UNION NO 362

(Herein referred to as the 'Union')

November 5, 2020 - December 31, 2022

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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 Lethbridge Police Service as per Certification Order No. C1797-2020.
- 1.02 The term employee as used in this Agreement, shall apply to any person 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.
- 1.03 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.

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.
- 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 accepts 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.

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 the post training process. Shop Stewards will suffer no loss of regular pay during this period.

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.
- 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 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 his regular work day due to necessary attendance on any court proceedings when subpoenaed as a witness or juror, shall be paid for at the rate of pay applicable to said employee. Once an employee is released from witness duty, he/she shall be returned to the job classification and pay rate they were on, prior to such duty. All witness/Juror payments received by the employee from courts or otherwise shall be reimbursed to the Employer, by endorsement of witness fees to the Employer. The employee must be returned to his regular assignment that he/she was on prior to being summoned or subpoenaed, either during a break in the court proceeding, or on the completion thereof. No employee's work or shift shall be changed to avoid payment as set out above.
- 8.06 **Maternity and Parental Leave** – shall be as defined and outlined in the Canada Labour Code. The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which she intends to commence the Leave. Where an employee intends to resume his / her employment with the Employer upon expiration of the Leave, four (4) weeks' notice shall be provided to the employer and the employer shall reinstate 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 absent him/herself from work in order to attend an appointment with a medical specialist, the employer shall grant such unpaid time off providing the employee has requested such time off at least fourteen (14) days in advance of the appointment. Special consideration will be given in the event of short notice of appointments due to openings with the medical specialist due to cancellations.
- 8.08 **Sick / Personal Days** – Employees who have completed one year of service will be entitled to a sick leave benefit of twenty-four (24) hours per year. Sick / Personal days can be used for an employee's own mental or physical health or to tend to the care of a family member or loved one. 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 or banked to the next year.

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 gross annual earnings.
- b) One (1) to four (4) years of employment, four (4%) percent of gross annual earnings and two (2) weeks of time off.
- c) Five (5) years of employment, six (6%) percent of gross annual earnings and three (3) weeks of time off.

ARTICLE NO. 10 – GENERAL HOLIDAYS

10.01 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	Heritage Day	

10.02 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.

10.03 In addition to 10.02 employees working on a General Holiday, following the first thirty (30) days of employment, shall be paid as follows:
For their scheduled shift time, at time-and-one-half (1 1/2 x) their regular rate.

10.04 General Holiday pay is paid only on hours that fall on the calendar day.

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 his/her former position without loss of seniority, or accrued seniority, provided this occurs within ninety (90) calendar days of the promotion and providing they continue paying dues. Any persons who uses this clause to return to the bargaining unit, for whatever reason, will be restricted from bidding positions outside the unit for a period of 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 Part-Time employee seniority shall not be credited towards full-time seniority.

11.07 When there are 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 and abilities required for the

position. The position will be awarded to the most senior qualified employee. Employees will serve a ninety (90) day probationary period in the new position within the servicing contract and seniority list. During this time if he/she proves to be unsatisfactory for the position or if the employee wishes not to accept the position he/she shall be returned to the previous classification within the servicing contract and seniority list.

In the event an employee wishes to apply for a vacant position, the order of seniority will be;

1. Full-time Employees
2. Part-time Employees

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.

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

ARTICLE NO. 12 – PART-TIME AND CASUAL EMPLOYEES

- 12.01 A Part-Time Employee will be offered, in seniority order and subject to qualifications, all available part-time work.
- 12.02 Part-Time Employees will be assigned to a regular shift which does not exceed twenty-four (24) hours in a week. A part-time shift can be established where there is not sufficient work to establish a full-time shift.
- 12.03 Unless otherwise specified, all articles contained in this Agreement shall apply to Part-Time Employees.
- 12.04 A Casual Employee is an employee of the Employer who may be offered work on an ad-hoc basis to cover the following:
1. Illness and injury
 2. Periodic training requirements
 3. Covering contingency staff requirements arising out of irregular operational situations.
 4. Vacation coverage
- 12.05 Casual employees shall not be required to become Union Members. Should a permanent full-time or part-time position become available the Employer may choose to offer the position to a current on-call casual employee. If the on-call 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.
- 12.06 Casual employees shall not be used to deprive Full time or Part-time employees of their regular hours or overtime hours on their regular shifts.
- 12.07 When On-Call 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.
- 12.08 On-Call Casual employees will not be offered work while qualified bargaining unit employees are laid off.

12.09 At no time shall Part-Time Employee schedules exceed thirty percent (30%) of the Full-Time staffing schedules with the exception of vacation coverage.

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 shall be given preference over Part-time and Casual employees for available work, and no Part-time or Casual employee will be given work unless all regular full-time employees are working.

ARTICLE NO. 14 – CLASSIFICATIONS AND RATES OF PAY

14.01 The rates of pay will be as follows:

Classification	Current	Date of Ratification	January 1, 2021	January 1, 2022
Front Desk Cell Blocks Impound Lot	\$16.50	\$17.00	\$17.50	\$18.25
Photo Radar	\$17.00	\$17.50	\$18.00	\$18.50
Summons	\$17.50	\$18.00	\$18.50	\$19.00
Team Leader	\$17.50	\$18.00	\$18.50	\$19.00

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

Team Leader – A Team Leader is an employee in the bargaining unit who, in addition to their regular duties, may perform some of the following:

- Mentoring, coaching, and training new employees
- Acting as a liaison between the Client and the Employer to ensure Client concerns are addressed
- Other additional duties as the Employer / Client see fit

Acting Team Leader – Acting Team Leaders can be appointed as necessary by the Employer. Employees who are appointed to Acting Team Leader will be paid the Team Leader premium 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 and Part-Time Employee who has completed one year of calendar service up to one-hundred dollars (\$100.00) for the purchase of CSA approved footwear if required at the site. The Employee will provide the Employer a receipt for purchase. The footwear purchased must be consistent with the Employer’s uniform policy.

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, and/or
- Peace Officer Act (POA)

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.

16.02 The calendar week shall be from 00:01 Sunday to 23:59 the following Saturday.

16.03 Hours of work will be defined as follows:

1. Front Desk / Cell Block Wardens:

- It is understood that Employees will work under a work averaging agreement consistent with the Client's requirements. Employees will work on a twelve (12) hour shift cycle as outlined in Appendix D.
- Overtime:
 - Provided the Employee has completed their regularly scheduled shifts throughout the week all additional hours worked in the week will be paid at one and a half (1 ½) times the Employee's rate of pay.
 - 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.
 - All hours worked in excess of an average of forty-two (42) hours per week over the period covered by the averaging agreement will be paid at one and a half (1 ½) times the Employee's rate of pay.

2. Photo Radar:

- It is understood that Employees will work under a work averaging agreement consistent with the Client's requirements.
- Shifts will be eight (8) or twelve (12) hours in length. Shift schedules will be constructed such that Employees receive two (2) consecutive days off as frequently as possible.
- Shift schedules will be constructed such that the eight (8) and twelve (12) hour shifts, and the morning and afternoon shifts are evenly distributed among Employees.
- Overtime:
 - Provided the Employee has completed their regularly scheduled shifts throughout the week all additional hours worked in the week will be paid at one and a half (1 ½) times the Employee's rate of pay.
 - 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.
 - All hours worked in excess of an average of forty-two (42) hours per week over the period covered by the averaging agreement will be paid at one and a half (1 ½) times the Employee's rate of pay.

3. Summons / Subpoenas:

- It is understood that Employees daily and weekly schedules will fluctuate depending on the Client's requirements.
- Overtime:
 - All hours worked in excess of eight (8) hours a day will be paid at one and a half (1 ½) times the Employees' regular rate of pay.
 - All hours worked in excess of forty-two (42) hours in a week will be paid at one and a half (1 ½) times the Employee's regular rate of pay.

4. Impound Custodian:

- a. It is understood that the Employee's schedule will be fixed based on the Client's requirements.
 - b. Overtime:
 - i. All hours worked in excess of eight (8) hours a day will be paid at one and a half (1 ½) times the Employees' regular rate of pay.
 - ii. All hours worked in excess of forty-two (42) hours in a week will be paid at one and a half (1 ½) times the Employee's regular 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 called in for work and does not report to their post as directed by the Employer will be paid a minimum of three (3) hours. If the Employee has commenced their shift, worked past three (3) hours, and the Employer cancels their shift, they will be paid for the hours worked, rounded up to the hour.
- 16.05 Daily operational overtime – Will be offered in order of seniority to any qualified employee on duty and available. If no employee accepts the said overtime, it will be assigned to the most junior qualified employee on duty and available.
- 16.06 Call-in overtime – Will be offered to qualified employees in order of seniority.
- 16.07 Any employee called out after his/her 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 Employees will be given eight (8) hours free from duty on any shift change, and where an employee has his/her shift changed and he/she receives less than the eight (8) hours free from duty, he/she will receive overtime at the overtime rate shown herein for each fifteen (15) minutes that he/she is short of his/her eight (8) hours.
- 16.10 When an employee is called to work on one of his/her days off, he/she 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.
- 16.11 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.
- 16.12 When an employee meets with an accident at work which hampers him/her from the normal performance of duties, he/she shall be paid a full day's wages for the day of the accident.
- 16.13 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.
- 16.14 The Employer will pay the applicable hourly rate of pay as described in the collective agreement, for all time spent and travel costs incurred if the employee is required to use their personal vehicle for work activities. The reimbursement for mileage will be at the rate of forty-five and one half cents (\$0.455) per kilometer, will be amended from time to time but will not be paid at a rate less than forty-five and one half cents (\$0.455) per kilometer. Mileage will be based on the round trip distance from the Lethbridge Police Station to the work site the employee is required to travel to. Mileage rates will apply when any work related travel is required outside of Lethbridge city limits.

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 his/her 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 will be permitted to review their personal file.
- 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 Field Supervisor. However, such employee will be entitled to be accompanied by a Shop Steward of his or her choice or a Union Representative.

Time limit to institute grievance

Termination or layoff - ten (10) days

All others – fifteen (15) days

Step 2: Failing settlement under Step 1, the grieving party shall reduce his/her grievance to writing stating the Article(s) alleged to have been violated, such grievance shall be taken up between the Regional Manager 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 Minister of Labour will be requested to appoint a neutral Arbitrator.

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

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

- 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 – HARASSMENT, VIOLENCE & BULLYING

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 work 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 5, 2020 and continue in effect until December, 31, 2022 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 8th DAY OF December, 2020

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



Charles Caldwell, CEO



Dennis Ellahi, COO

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



John Worden, Business Agent



Michael Dunphy, Business Agent

DEFINITIONS:

Client – The Lethbridge Police Service.

Employee – Employees who are covered by this agreement as defined in Article 1.01.

Full-Time Employee: an Employee who is permanently assigned to a regular shift of forty (40) or more hours per week, or for employees on a work averaging agreement, an average of forty (40) or more hours per week.

Part-Time Employee – An Employee who is assigned to a regular shift and who does not exceed twenty-four (24) regularly scheduled hours in a week.

Employer – Canadian Corps of Commissionaires (Southern Alberta).

Union – General Teamsters, Local Union No. 362.

Union Representative – a duly authorized representative of General Teamsters, Local Union No. 362

Working Days – Sunday to Saturday.

Agreement – the collective agreement between the parties.

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: Payment Conditions

This will confirm the parties understanding with respect to Payment Conditions and Payroll Errors:

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 two (2) 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.

This Letter of Understanding expires upon expiry of the collective agreement.

SIGNED THIS 8th DAY OF December, 2020

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


Charles Caldwell, CEO


Dennis Ellahi, COO

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


John Worden, Business Agent


Michael Dunphy, Business Agent

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: Police Compound Impound Custodian

The Company and the Union agree that Article 16.03 of this collective agreement will have the following amendment for the current Full Time Impound Custodian.

Until such time that the current Impound Custodian leaves the position overtime will be paid as follows:

Impound Custodian:

- b. Overtime:
 - i. All hours worked in excess of eight (8) hours a day will be paid at one and a half (1 ½) times the Employees' regular rate of pay.
 - ii. All hours worked in excess of forty-four (44) hours in a week will be paid at one and a half (1 ½) times the Employee's regular rate of pay

SIGNED THIS 8th DAY OF December, 2020

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



Charles Cardwell, CEO



Dennis Ellahi, COO

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



John Worden, Business Agent



Michael Dunphy, Business Agent

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: 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 \$64.78 per month (subject to change).
5. **Employee & Family Assistance Program**
6. **Dental Care** to age 65. Paid paid by Employee, Family \$33.34 per month (subject to change), Single \$13.88 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 ServicesDental Combined Maximum: \$1000/person/calendar year
7. **Extended Health Care** to age 65. Paid by Employee, Family \$34.02 per month (subject to change), Single \$13.94 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 + \$200 per 2 calendar years for glasses or contacts

LETTER OF UNDERSTANDING #3 (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 8th DAY OF December, 2020

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



Charles Caldwell, CEO



Dennis Ellahi, COO

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



John Worden, Business Agent



Michael Dunphy, Business Agent