

COLLECTIVE AGREEMENT

between

**Canadian Union of Public Employees,
Local 5412**

and

GardaWorld

Term: May 2021 – April 2023

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THIS AGREEMENT made and entered into this 10th day of May 2021.

BETWEEN: THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 5412,
hereinafter called the "Union",

AND: GardaWorld,
hereinafter called the "Employer",

ARTICLE 1 - PREAMBLE

1.01 It is the intention and purpose of the parties to this Agreement to set forth terms and conditions of employment affecting employees covered by this Agreement.

ARTICLE 2 - DEFINITIONS

2.01 In this Agreement,

- (a) "Employer" shall mean GardaWorld.
- (b) "Union" shall mean the Canadian Union of Public Employees, Local 5412.
- (c) "Employee" shall mean a person who is in the bargaining unit.
- (d) "Bargaining Unit" shall mean the employees covered by the Certification No IR-039-19.
- (e) "Singular and Plural" - A word in the singular includes the plural and a word in the plural includes the singular.
- (f) "Gender" - Throughout this Agreement words importing the masculine or feminine gender shall apply interchangeably.
- (g) "Leave of Absence" shall mean the period an employee is absent from work with the approval of the Employer.
- (h) "Regular Hours" shall mean any hours for which an employee:
 - (i) is paid the straight time rate in accordance with Appendix A;
 - (ii) receives compensation benefits under the *Workers' Compensation Act* as provided in Article 32; or
 - (iii) is granted leave of absence pursuant to Article 24.
- (i) "Week" means a seven (7) consecutive day period, starting at midnight in the beginning of the first day to midnight at the end of the seventh day. This definition applies, but is not limited to, the calculation of working hours before the employees are paid in overtime instead of at their regular rate. The Employer's week starts on Sunday and ends on Saturday. If the Employer wants to change the starting day of the week, it has to notify the Union in writing 60 calendar days before.

(j) "Worksite" refers to any of the New Brunswick Horizon Health Network institutions.

2.02 Employees shall be subdivided into the following categories:

- (a) "Full-time employee" – an employee who is hired for an undetermined period, who completed their probationary period, who works at least 34 hours a week in average up to 44 hours per week.
- (b) "Part-time employee" – an employee who is hired for an undetermined period, who completed their probationary period, but does not meet the criteria of a full-time employee. Part-time employees will give their availabilities for work once per month and will be available on those dates. The part-time employee can have a schedule.
- (c) "Temporary employee" – an employee who is hired for a determined period of time only for specific needs, such as vacation replacement, special events, etc.

2.03 Probationary Period

- (a) All employees shall undergo a probationary period of six hundred and fifty (650) working hours for the purpose of assessing abilities, skills and performance. Notwithstanding Articles 15 and 16, discharge of a probationary employee shall not be subject to the grievance and adjudication procedure.
- (b) All employees shall, from date of hire, undergo a probationary period of six hundred and fifty (650) working hours unless an extension is mutually agreed to by the Employer and the Union.
- (c) During their probationary period, employees shall benefit from all provisions of this Collective Agreement with the exception of the grievance and adjudication procedures in the case of termination of employment.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of Garda Canada Security Corporation working at Horizon Health Network institutions in New Brunswick, Certification Order File # IR-039-19.

ARTICLE 4 - PRECEDENCE OF LEGISLATION

- 4.01 In the event that any law passed by the Legislature of the Province applying to employees covered by this Agreement and affects one provision in this Agreement, the Law will apply.

ARTICLE 5 - APPLICATION OF AGREEMENT

- 5.01 This Agreement applies to and is binding on the Union, the employees, the Employer and its agents and supersedes any other verbal or written agreement.

- 5.02 No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 6 - DISCRIMINATION, RESTRICTION OR COERCION

- 6.01 The Parties agree that there shall be no discrimination, restriction or coercion exercised or practiced with respect to the Union, the employees, the Employer and its agents for any reason.
- 6.02 The Employer and the Union agree that harassment, as defined in the Workplace Harassment Policy, and other forms of abuse are reprehensible. Both parties are committed to maintaining an environment free from such harassment or abuse.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.01 All the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

ARTICLE 8 - BULLETIN BOARDS/COMMUNICATION

- 8.01 Where possible, a bulletin board(s) will be made available on each worksite for the posting of notices by the Union, communication from the Employer and other communication for the employees. On each worksite the Employer will make available a bulletin binder to share the same information shared on the bulletin boards. Any postings taken off the bulletin board will remain in the binder for at least twelve (12) months.

ARTICLE 9 - COPIES OF AGREEMENT

- 9.01 The printing of the agreement shall be the responsibility of the Union. The cost of printing will be shared equally between the Employer and Union.
- 9.02 Sufficient copies of the agreement shall be delivered to each worksite and the Employer shall distribute the copies as follows:
- (a) Each employee shall be provided with a copy of the agreement on the first pay day following delivery by the Union. Each new employee will be given a copy of the current collective agreement and advised of the name of the Union representatives by the Employer.
 - (b) The Union will be given the names of all newly hired employees on a monthly basis. This will include the following information for each employee: mailing address, telephone number (if available), active status (full-time, part-time, temporary), classification, worksite and email address if available.

ARTICLE 10 - CONTRACTING OUT

- 11.01 No employee as described in Article 2.02 shall be laid off or suffer a reduction in pay or have his hours of work reduced as a result of the Employer contracting out, subcontracting, transferring, leasing or assigning any work or services of the bargaining unit, except in emergency situations.

ARTICLE 11 - HEALTH AND SAFETY

- 11.01 It is mutually agreed that the Employer and the Union shall cooperate to the fullest extent possible towards the prevention of accidents and the promotion of safety and health, therefore, a provincial safety committee shall be established with representation from each worksite in accordance with the provisions of the *Occupational Health and Safety Act*. Committee members will not suffer any loss of pay while performing committee business. Furthermore, such committee shall:
- (a) have representation from the Union.
 - (b) be involved in the establishment and enforcement of policies involving safety practices.
 - (c) keep the employees informed of all policies involving safety practices.
 - (d) maintain an appropriate method of communication as described in Article 8 for the exclusive use of the safety committee.
 - (e) carry out safety inspections and investigate reported unsafe conditions.
 - (f) share minutes of all safety committee meetings.
- 11.02 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment. Protective devices and other equipment deemed necessary, after the Employer's review, to protect employees properly from injury shall be supplied by the Employer.
- 11.03 The Employer recognizes its responsibility to ensure that employees are properly trained and instructed to work on any job or operate any piece of equipment. When possible, employees shall be provided the opportunity to complete any required online training during working hours.
- 11.04 The Employer, the Union and the employees shall comply with all applicable provincial health and safety legislation and regulations.
- 11.05 The Employer shall not discharge or discipline or threaten to discharge or discipline any employee by reason that the employee has sought the enforcement of the *Occupational Safety Act*, the regulations or an order or has acted in compliance with the *Occupational Safety Act*, the regulations or an order.

11.06 No employee shall suffer a reduction in salary when absent from work because of a quarantine ordered by the Employer, in contradiction with an order from a Medical Officer of Health or Government Order.

11.07 If an outbreak affecting employees is declared in a worksite by Infection Control and as a result, an employee is told not to report to work, deduction from sick leave credits shall be made in accordance with Article 22. If the employee has used all his accumulated sick leave, other available banked time or unpaid sick leave shall be granted.

11.08 Violence in the Workplace

(b) Definition of Violence

"Violence" means the attempted, threatened or actual conduct of a person that endangers the health and safety of an employee and includes a threatening statement or threatening behavior that gives an employee reasonable grounds to believe that the employee is at risk of injury.

(c) Violence Policies and Procedures

The Employer maintain policies and procedures to deal with violence in the workplace. The policies address the prevention of violence, the management of violent situations and the provision of resources. The policies and procedures are part of the employees' health and safety policy, and copies shall be posted on worksite bulletin boards/binders and provided to each new employee.

ARTICLE 12 - UNION DUES DEDUCTION AND REMITTANCE

12.01 The Employer shall deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit.

12.02 (a) The Union will notify the Employer in writing of the exact amount of dues to be deducted.

(b) By mutual agreement between the Union and the Employer, union dues may be deducted twice (2) monthly or bi-weekly.

12.03 The sums deducted pursuant to this Article shall be remitted to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the 15th day of the month following the month in which the deductions were made.

Canadian Union of Public Employees
Attn: National Secretary-Treasurer
1375 St. Laurent Blvd.
Ottawa, ON K1G 0Z7

12.04 Dues Supporting Documentation

The Employer shall keep the Union informed of the names of the employees from whom deductions are being made and the amount deducted from each employee. The Employer shall also include the following information for each employee: active status (full-time, part-time, temporary), classification, worksite and hours of work.

12.05 T-4 Slips

The Employer shall indicate on each employee's T-4 slip the amount of union dues paid by the employee during the previous year.

12.06 Contact Information

Upon request, but not more than twice per calendar year, the Employer shall provide the Union with a list of all employees in the bargaining unit. The list will include each person's mailing address, email address and phone number (if available).

ARTICLE 13 - LABOUR MANAGEMENT COMMITTEE

- 13.01 The parties to this Agreement recognize the benefits which can be derived from a Labour-Management committee and encourage the establishment of such a provincial committee. Each committee shall consist of an equal number of representatives from the Union (one per worksite) and Employer and it shall prescribe its terms of reference. The Committee shall meet on the request of either party. Such meetings will take place at a mutually agreed time. The Committee may make recommendations to the Union and to the Employer. Employees attending committee meetings shall suffer no loss of pay for the purpose of attending such meetings.

The Committee shall discuss matters of interpretation and application of the Collective Agreement and other matters of mutual concern. This Committee does not have the power to alter, amend, add to or modify this Collective Agreement.

The Committee shall meet at least three (3) times throughout the year. The first meeting shall occur within ninety (90) days of the signing of the collective agreement and thereafter at the request of either party.

Employees attending Provincial Labour Management Committee meetings shall be granted leave in accordance with Article 24.05.

- 13.02 Any Employer policies and subsequent changes, which affect the working conditions of employees, shall be made available to the employees and an electronic copy shall be provided to the Union.

ARTICLE 14 - GRIEVANCE AND ADJUDICATION PROCEDURE

- 14.01 Definition of a Grievance - A grievance means a dispute or difference of opinion concerning any of the following:
- (a) the interpretation or application, in respect to him, of a provision of this Collective Agreement or a related arbitral award;
 - (b) disciplinary action resulting in discharge, suspension or a financial penalty;
 - (c) the interpretation or application of a provision of a statute, or a regulation, by-law, direction or other instrument made or issued by the Employer dealing with terms and conditions of employment;
 - (d) any occurrence or matter affecting terms and conditions of employment other than those terms and conditions of employment covered in the three preceding paragraphs and for which there is no administrative procedure for redress provided for in or under an Act of the Legislative Assembly.
- 14.02 On a without prejudice basis, a pre-grievance discussion shall be held prior to the implementation of the grievance procedure if an employee or a group of employees feel they have been treated unjustly or consider themselves aggrieved. The employee(s) and Union representative will present the manager with notification in writing of the need for discussion with information sufficient to ensure the issue(s) are understood by the manager. Within ten (10) days of the receipt of notification the manager will arrange and hold the discussion meeting. Both parties will ensure the personnel best able to resolve the dispute are present. If resolution cannot be achieved within five (5) days of the meeting the formal grievance procedure may be initiated in accordance with Article 14.03.
- 14.03 Where an employee alleges that he has a grievance, as outlined under Article 14.01 above, the following procedure shall apply. However, in cases as outlined in Article 14.01 (a) the employee must have the written consent of the Union Executive.
- 14.04 Within the time limits as prescribed below, the Union will present its grievance in writing (email) or by registered mail to a person designated by the Employer.
- 14.05 The Union and the Employer may agree to the extension of any of the time limits providing that such agreement is in writing. Failure to comply with the prescribed time limits shall mean that the grievance has been abandoned.
- 14.06 If a grievance is one which aggrieves more than one employee, a single grievance may be presented, providing the grievance is signed by the employees who feel aggrieved.
- 14.07 Should the Employer wish to discuss the grievance after it is presented, the Employer shall notify the Union to arrange for a meeting.
- 14.08 Where a dispute between the Employer and the Union arises the parties are encouraged to attempt to settle the dispute where the dispute exists. The Employer and the Union will keep each other informed of the names of their representatives with whom the matter is to be discussed.

- 14.09 Where the Union has presented a grievance up to and including the final level in the grievance procedure and the grievance has not been dealt with to satisfaction, the Union may refer the grievance to adjudication.

GRIEVANCE PROCEDURE

| LEVEL | UNION'S TIME TO PRESENT GRIEVANCE | PRESENT GRIEVANCE TO | EMPLOYER'S TIME TO ANSWER GRIEVANCE |
|--------------|---|-----------------------------|--|
| INITIAL | 15 days after the alleged grievance has arisen or has come to his attention inclusive of the pre grievance discussion phase | Employer designate | 15 days from receipt of written grievance |
| FINAL | 15 days from receipt of reply from previous level OR date reply should have been received OR in case of suspension or discharge as prescribed in Article 15 | Employer designate | 15 days from receipt of written grievance |
| ADJUDICATION | 20 days from receipt of reply from final level or date reply should have been received | | |

In the calculation of time limits, Saturdays, Sundays and designated Holidays are excluded.

- 14.10 Prior to an adjudication being scheduled the Employer and the Union will consider mediation to resolve the grievance.
- 14.11 Power and Decision of Adjudicator or Adjudication Board

In any case, including cases arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the Adjudicator or Board of Adjudication shall have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege, as the Board may determine appropriate to finally settle the issue between the parties, and may give retroactive effect to its decision. Such decision shall be final and binding on all parties.

ARTICLE 15 - DISCIPLINARY ACTION

- 15.01 Disciplinary action shall mean any action taken by the Employer against an employee which results in:
- (a) written reprimand
 - (b) suspension
 - (c) discharge
- 15.02 No employee shall be disciplined except for just cause.
- 15.03 (a) Where the Employer intends to meet with an employee for the purpose of discussing possible disciplinary action as part of Article 15.03 (b), the employee shall be advised within twenty- four hour (24) hours so that he may invite a union representative to attend the meeting. The employee shall be provided the topic(s) of discussion in advance.
- (b) When an employee is disciplined, the employee has the right to receive such discipline in the presence of a union representative. The Employer has up to twenty-five (25) days to discipline an employee after knowing about the incident. The Employer, in writing, will provide the employee with the reasons for such disciplinary action. This notification can be done in person, by email or by mail. A copy shall be given to the Union.
- 15.04 Where an employee alleges that he has been disciplined by suspension or discharge in violation of Article 15.02, he may within fifteen (15) days of the date he was notified in writing, invoke the grievance procedure including adjudication as set out in this Agreement. For the purposes of a grievance alleging violation of Article 15.02, and resulting in suspension, discharge he shall lodge his grievance at the final level of the grievance procedure.
- 15.05 Where it is determined that an employee has been disciplined in violation of Article 15.02 that employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued to him if he had not been disciplined. One of the benefits which he shall not lose is his regular pay during the disciplinary period and it shall be paid to him at the end of the next complete pay period following his reinstatement.
- 15.06 When a formal assessment of an employee is done, the employee concerned must be given an opportunity to sign the forms to indicate that its contents have been read and understood. The employee's signature will signify that he has read and understood the assessment and will not be evidence that he agrees or disagrees with the assessment. Upon request, a copy of this assessment shall be given to the employee. Formal assessments are not disciplinary in nature.
- 15.07 A record of disciplinary action shall be removed, by the Employer, from the file of an employee, at the request of the employee, after the expiration of a period of twelve (12) months after the disciplinary action has been taken, providing no other instance of disciplinary action in respect of the employee has been recorded during that period.

- 15.08 Upon request, an employee shall be given an opportunity to read and make a copy of any document in his personal file relating to an assessment of his conduct, work performance and warnings. The employee shall, if he so requests, be accompanied by a union representative.

ARTICLE 16 - RESIGNATION

- 16.01 If an employee wishes to resign, he shall give the Employer as much notice as possible in writing, but at least fourteen (14) calendar days as a minimum before his termination date.

ARTICLE 17 - LAYOFF AND RECALL

- 17.01 Except in cases of emergency, layoffs due to lack of work for reasons other than contracting out will only take place after the employees affected and the Union have been given a minimum notice of:

| <u>Years of Service</u> | <u>Notice</u> |
|----------------------------------|----------------|
| Six (6) months to five (5) years | Two (2) weeks |
| More than five (5) years | Four (4) weeks |

The Employer will make every effort to provide continuing employment for employees in the bargaining unit.

- 17.02 (a) If the employee is not given the opportunity to work the scheduled workdays during the term of notice, he shall be paid in lieu thereof for such days.
- (b) If the client asks in writing for the removal of the employee from his site, the Employer will engage with the client, offering alternative solutions, prior to the removal. If the client still wants to remove the employee, the Employer will make every effort to relocate the employee. If the relocation is not possible to the satisfaction of the employee, he will be laid off and a ROE will be issued.
- 17.03 Subject to Article 17.04, in the event of a layoff, employees shall be laid off in the reverse order of their site seniority.
- 17.04 A full-time or part-time employee who is affected by work shortage in his worksite will be entitled to claim the job of the least senior employee in any worksite subject to the following;
- (a) that such other job is held by an employee with less seniority.
- (b) that such employee claiming the job has qualifications to perform the job. The Employer shall not assess the qualifications of the employee in an arbitrary manner.

Such employees meeting the requirements under (b) above shall be given a reasonable period of time to demonstrate skill and ability to perform the job.

- 17.05 When the Employer arbitrarily assigns an employee to another worksite, or to another position which constitutes a major change in the employee's duties, the employee shall have the right to exercise his seniority in accordance with Article 17.04.
- 17.06 No new applicant shall be hired in which there has been a layoff until those laid off for less than twelve (12) consecutive months have been given an opportunity for a job, for which they are qualified, under Article 26. Those qualified laid off employees shall be deemed to have applied for such vacancies.
- 17.07 Unless the employee was notified in writing at the time of hiring that the position was a temporary appointment:
- (a) the Employer shall not layoff any employee for any reason other than lack of work or client removal as indicated in Article 17.02 (b); and
 - (b) the Employer shall not demote any employee for the sole purpose of replacing him with an employee of a higher paid classification.
- 17.08 Part-time and full-time employees who are laid-off shall be offered temporary employment during their period of recall by order of seniority provided they are available and were employed for that type of work after all current employees are at maximum hours; excluding situations pertaining to Article 17.02 (b).

ARTICLE 18 - HOURS OF WORK

- 18.01 The regular daily hours of work in each shift shall be up to twelve (12) hours. The regular weekly hours of work shall be forty-four (44) averaged over an eight (8) week period.
- 18.02 Meal periods shall be thirty (30) minutes every five consecutive work hours unless mutually agreed. Any employee who is required to remain at his place of duty during his meal period shall be compensated at the regular rate of pay.
- 18.03 No employee shall be required to work more than seven (7) consecutive calendar days except as provided under Article 19.01 (d). As far as possible each employee shall receive two (2) consecutive days off each week.
- 18.04 In order to provide employees with as many weekends off as possible, schedules shall be arranged so as to equally distribute weekends off unless otherwise mutually agreed between the employee and the Employer. The Employer agrees to make every effort to provide at least one weekend off in three (3).
- 18.05 "Work Schedule" means a written statement setting forth the days and shifts upon which employees are normally required to work, and the days upon which employees are normally scheduled to be off work. Work schedules shall be posted in the appropriate worksite at least one (1) week in advance.
- 18.06 The employee shall get one rest period of fifteen (15) minutes each during each full eight (8) hour shift (or more) except when the day to day operations does not permit it to happen. Breaks must be taken onsite.

- 18.07 Rotation from one shift to another shall be rotated as equitably as possible among the employees. Such rotation will not apply to employees hired for permanent evening or night shifts or to those who, by mutual agreement between the employees directly affected and the worksite they are assigned to work evening or night shifts. Before concluding such an agreement, the Employer shall advise the Union in writing. Once concluded, such agreement can be terminated only by the Employer, the incumbent or any of the originally affected employees.
- 18.08 Except by mutual agreement between the employee and the Employer, time off between rotating shift changes shall not be less than twelve (12) hours.
- 18.09 Provided sufficient advance notice is given in writing and with the approval of the manager, employees may exchange shifts if there is no increase in cost. Approval shall not be unreasonably withheld.
- 18.10 When the Employer needs to assign shifts outside the employee's normal schedules, those shifts will be assigned to full-time employees first (if it does not cause overtime), accordingly to seniority on site. If the shift cannot be assigned this way to a full-time employee, it will be assigned to part-time employees, accordingly to seniority on site, if the shift meets the employee availability. If the shift still cannot be assigned, it will be offered to full-time employees (with payment of overtime for the hours that excess forty-four (44) hours in the week). If no employee accepts the shift, the employer has the right to assign it to the full-time employee that has the less seniority on site.

ARTICLE 19 - OVERTIME

- 19.01 Any work performed while:
- (a) in excess of seven (7) consecutive workdays, unless otherwise mutually agreed
 - (b) in excess of the regular hours of work as defined in Article 18.01
 - (c) on the fourth and subsequent consecutive weekend (Saturday and Sunday) unless otherwise mutually agreed
 - (d) within twelve (12) hours of a previously worked shift except as provided in Article 18
- shall constitute overtime and be compensated for in accordance with Article 19.04.
- 19.02 Overtime shall be authorized by the Employer in advance and in writing if possible.
- 19.03 Overtime shall be offered as equitably as possible among the employees who are available and who are employed for that type of work.
- 19.04 Overtime shall be paid at the rate of one and one-half (1½) times the regular rate of pay.
- 19.05 No employee shall be paid overtime more than once for the same hours so worked.

ARTICLE 20 - HOLIDAYS

20.01 All full-time employees shall receive one (1) day paid leave for each of the following holidays each year. This benefit shall be pro-rated for part-time employees.

- (a) New Year's Day
- (b) Family Day
- (c) Good Friday
- (d) Canada Day
- (e) New Brunswick Day
- (f) Labour Day
- (g) Thanksgiving Day
- (h) Remembrance Day
- (i) Christmas Day
- (j) all other days proclaimed as holidays by the Governor-General of Canada or the Lieutenant-Governor of the Province of New Brunswick.

20.02 Any work performed by full-time or part-time employees on a statutory holiday listed in Article 20.01, shall be compensated at one and one-half (1 ½) times the employee's hourly rate plus a regular days pay after ninety (90) days of employment and work his regular shift before and after the holiday.

20.03 To be eligible for holiday pay, an employee must have worked on his scheduled workday prior to his holiday and his scheduled workday immediately after his holiday unless such absence occurs during an approved paid leave or an approved unpaid leave of absence to a maximum of four (4) days.

ARTICLE 21 - VACATION

21.01 Every full-time and part-time employee who has completed their probationary period and who, on the 30th day of April each year, will be entitled to the following vacation periods for the following year commencing May 1st – April 30th:

| <u>Seniority</u> | <u>Vacation Entitlement</u> |
|------------------|-----------------------------|
| 0 - 1 year | 1 day/month (up to 10 days) |
| 1 - 8 years | 2 weeks vacation |
| 8 years and more | 3 weeks vacation |

21.02 Entitlement to vacation shall be assessed as of the 30th day of April with the said vacation to be taken in accordance with Article 21.05.

21.03 If one of the holidays referred to in Article 20.01 falls or is observed on a regular working day during an employee's vacation, there shall be no deduction from the employee's vacation credits for that day. An employee hospitalized or sick at home for five (5) consecutive days or more, during his vacation period, will qualify for use of sick leave credits upon production of a doctor's certificate.

21.04 An employee whose employment is terminated for any reason shall be paid, with his final pay, an amount of money equivalent to any vacation which may have accrued to his benefit.

- 21.05 The Employer shall post, no later than April 1st each year, a worksite list on which employees will indicate their choice of vacation periods at any time during the leave year. Employees shall be given a choice of vacation periods according to worksite seniority. The Employer has to make sure to have enough qualified employees so he retains the right to determine how many employees of each classification can leave on vacation on each site at the same moment.
- 21.06 Vacation schedules shall be approved and posted by April 30th each year and shall not be changed unless mutually agreed to by the employee and the Employer.
- 21.10 All vacation leave periods must be approved by the Employer.

ARTICLE 22 - SICK LEAVE

- 22.01 Each employee in the bargaining unit who has completed their probationary period shall accumulate sick leave credits at the rate of:

| <u>Accumulation Period</u> | <u>Sick Leave Credits</u> |
|--|---------------------------|
| First (1 st) year of the Agreement, commencing on the signing of the Agreement in 2021 | four (4) days per year |
| Second (2 nd) year of the Agreement | four (4) days per year |
| Third (3 rd) year of the Agreement | four (4) days per year |

Part-time employees shall accumulate sick leave credits on a pro-rata basis.

Any sick leave at the end of the year will not be paid or transferred to the next year.

- 22.02 In any case of absence due to sickness or accident the matter must be reported as soon as possible to the manager.
- 22.03 An employee is eligible for sick leave with pay up to the accumulated sick time and without pay thereafter, when he is unable to perform his duties because of illness or injury providing that he submits proof of illness.
- 22.04 The Employer may require an employee to submit a certificate signed by a medical doctor for a period of sick leave in excess of three (3) consecutive days.
- 22.05 The parties agree that abuse of sick leave may result in disciplinary action.
- 22.06 (a) The Employer recognizes that alcohol and drug abuse is a health problem. An employee with an alcohol or drug problem must accept a program of rehabilitation. If the program necessitates the employee's absence from work, she may use her accumulated sick leave credits, however, if no sick leave credits are available leave of absence without pay shall be granted. There shall be no cost to the Employer for the program.
- (b) Notwithstanding Article 22.06 (a), any impaired capacity while at work will result in disciplinary action.

- 22.07 An employee who has used all of his accumulated sick leave through prolonged illness and is still unable to work shall, upon request, be granted a leave of absence without pay, and without loss of seniority, for a period equal to his seniority, but not to exceed one (1) year. This Article shall not apply to probationary employees. Such leave shall be extended by mutual agreement between the Employer and the Union if medical documentation indicates the employee will be able to return to productive work upon completion of treatment. This total leave period should not exceed the seniority of an employee or twenty-four (24) months, whichever is less. A longer absence will result in loss of seniority and employment.

ARTICLE 23 - MATERNITY LEAVE

- 23.01 (a) No later than twenty (20) weeks prior to the expected delivery date, an employee who becomes pregnant shall forward to the Employer a written request for maternity leave. This leave may commence prior to the anticipated date of delivery but shall commence no later than the date of delivery.
- (b) Maternity leave shall not exceed seventeen (17) weeks. An employee returning to work from maternity leave shall be reinstated to her previously held position.
- 23.02 An employee who is granted maternity leave shall be permitted to use their accumulated sick leave credits, at the commencement of her maternity leave.
- 23.03 Should the employee not return to work following her maternity leave, the employee shall compensate the Employer for such sick leave granted.
- 23.04 Where an employee submits a medical certificate to the Employer stating that her health so requires, sick leave in accordance with the provisions of Article 23 shall be granted prior to the commencement of the employee's requested maternity leave under Article 23.01.
- 23.05 Maternity leave may be advanced, delayed or shortened by mutual agreement between the Employer and the employee.
- 23.06 During the period of up to seventeen (17) weeks only specified in Article 23.01 (b) hereof:
- (a) an employee continues to earn seniority and continuous service credits based on what her regular hours of work would have been.
 - (b) an employee maintains previously accumulated sick leave credits but does not accrue sick leave when she is absent on maternity leave.
 - (c) where the employee participates in group insurance plans of the Employer, the employee and Employer shall, upon request by the employee to continue participation in such group insurance plans, continue their contributions to premiums as required by and subject to the terms of such plans. The employee shall provide the Employer with post-dated cheques covering the employee's share of such contributions.

- (d) an employee scheduled to work who attends the birth of his child or who wants to be at home when the child is discharged shall be granted one (1) day leave without pay for one of these days.

23.07 Child Care Leave

- (a) An employee who is the natural or adoptive parent shall be granted, upon request in writing, childcare leave without pay for a period of up to thirty-five (35) consecutive weeks. The leave may be shared by the parents or taken wholly by one (1) parent.
- (b) The thirty-five (35) week child care leave period referred to in Article 23.07 (a) above shall commence no earlier than the date on which the newborn or adopted child comes into the employee's care and custody and shall end no later than fifty-two (52) weeks after that date.
- (c) The employee who is the natural mother of a child must commence the child care leave immediately on the expiry of the maternity leave, unless the Employer and the employee agree otherwise, and shall give the Employer a minimum of six (6) weeks' notice of her intent to take the child care leave. If the newborn child is hospitalized when the maternity leave expires, the taking of the leave may be delayed.
- (d) If the natural father intends to take child care leave, he shall give a minimum of six (6) weeks' written notice to the Employer of the commencement date and duration of the leave.
- (e) For adoptive parents, such leave shall be requested as soon as possible prior to the commencement of the leave.
- (f) If both parents are employees, the thirty-five (35) week child care leave may be taken by one parent or shared by the two parents, provided the combined leave period does not exceed thirty-five (35) weeks.
- (g) An employee returning to work from child care leave shall be reinstated to his or her previously held position.
- (h) During the period of child care leave of up to thirty-five (35) weeks only specified in Article 23.07 (a) thereto:
 - (i) an employee continues to earn seniority and continuous service credits based on what her regular hours of work would have been.
 - (ii) an employee maintains but does not accrue sick leave credits when he/she is absent on child care leave.
- (i) An employee granted child care leave pursuant to Article 23.07 above may, where permissible under the relevant benefit plans, continue contributions, including those of the Employer, during such leave.

- 23.08 The total number of weeks an employee may be away from the workplace under the provisions of Articles 23.01 (b) and 23.07 (a) shall not exceed fifty-two (52) weeks.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 Bereavement Leave

- (a) Where a member of his immediate family dies, an employee shall be entitled to special leave with pay for two (2) days, with proof of death.
- (b) For the purpose of Article 24.01 (a) the immediate family is defined as father, mother, brother, sister, spouse, common-law spouse, child/stepchild of the employee or spouse.
- (c) For the following family members: grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparents, employees will be given special leave with pay for one (1) day, with proof of death.
- (d) An employee is entitled to special leave with pay, up to one (1) day in the event of the death of the employee's uncle, aunt, niece, nephew or spouse's grandparent, niece or nephew for the purpose of attending the funeral/celebration of life.
- (e) Additional special leave without pay may be granted upon request to the Employer.
- (f) An employee who on annual vacation suffers a loss covered by bereavement leave shall be entitled to use his bereavement leave on the same basis as if he had been scheduled to work during his vacation.

24.02 Leave for Other Reasons

- (a) Leave of absence with or without pay, for reasons other than those specified above, may also be granted at the discretion of the Employer.
- (b) Where operational requirements permit and upon request, an employee may be granted leave for family commitments. Such leave shall not be unreasonably withheld. An employee shall, at his discretion use vacation or holidays.
- (c) Employees in the bargaining unit shall have the right to apply for Compassionate Care Leave without pay subject to the provisions of the *New Brunswick Employment Standards Act* as amended from time to time.
- (d) An employee named to sit on a Provincial or Federal Council or Commission shall upon request be granted leave of absence without pay and without accumulation of seniority.

24.03 Inclement Weather

Any employee who, having made every reasonable effort to report for duty during the course of a storm, has been prevented from doing so because of the condition of public streets or highways (road to work closed or public transportation stopped), shall be given the opportunity to replace such day with a vacation day or by working one of their regular days off as staffing patterns permit.

24.04 Court Leave

The Employer shall pay the employee who is required to serve as a Court Witness for the Employer.

24.05 Leave for Union Business

- (a) Leave of absence without pay shall be granted, upon request to the Employer, to employees selected by the Union for the purpose of attending:
 - (i) official negotiating sessions with the Employer;
 - (ii) national executive and committee meetings of the Canadian Union of Public Employees and its affiliated or chartered bodies;
 - (iii) official Union Business other than that specified in (i) and (ii) above.
- (b) The number of employees from any one worksite entitled to take leave at the same time, in accordance with Article 24.05 (a) (iii), shall be at the discretion of the Employer and determined by the number of employees available. The Employer shall maintain the full salary and benefits of the employee during leave of absence in accordance with Article 24.05. The Union shall then reimburse the Employer. Application for such leave shall be made at least four (4) weeks in advance whenever possible.
- (c) If it is necessary to service a grievance during working hours, employees will not leave their jobs without giving an explanation for leaving and obtaining the manager's permission. Permission will not be unreasonably withheld nor will the employee suffer a loss of pay. When resuming the regular work, each worksite representative shall report to his immediate manager and, if requested in the event of undue delay, will give him a reasonable explanation of his absence.
- (d) One union member selected to represent the Union at any adjudication shall be granted leave of absence with pay while performing these duties.

24.06 Leave for Union Employment

An employee who is elected or selected for a full-time position with the National, Provincial or Local Union shall be granted leave of absence without pay and without loss of seniority for a maximum period of one (1) year.

Such leave of absence shall be renewable for a further term upon request. If it is permissible under the pension and group life plan and any other welfare plans, the employee shall have the right to pay the full costs, including the Employer's share, during the period of such leave of absence.

24.07 Educational Leave

- (a) When an employee requests leave for educational purposes related to employment, he may be granted unpaid leave at the discretion of the Employer. Seniority will be maintained.
- (b) The Employer shall grant paid leave, at straight time, to employees for the purpose of writing exams in courses sanctioned or required as upgrading by the Employer. Overtime is not applicable to such leaves.
- (c) When the Employer requires incumbents to acquire new or additional skills or qualifications beyond those necessary for certification/recertification/licensure to maintain their present employment, incumbents shall be granted leave with pay at their regular rate and be reimbursed for reasonable travel expenses as per the travel policy or be provided opportunities for training by the Employer during regularly scheduled hours.

24.08 Domestic Violence

- (a) The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- (b) Workers experiencing domestic violence will be able to access five (5) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval. A medical report or a confirmation report from police will be requested to verify domestic abuse has occurred, this report will be submitted to the General Manager. Once an employee has been granted five (5) days of leave under this article, any future requests will be at the discretion of the Employer.

- (c) Confidentiality

All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

ARTICLE 25 - VACANT POSITIONS

- 25.01 When any vacancy occurs or a new position is created within the bargaining unit, the Employer shall post (share) notice of the vacancy for a minimum of seven (7) calendar days.

25.02 Such notices shall contain the following information:

- (a) duties of the position
- (b) qualifications
- (c) other job requirements
- (d) hours of work and job location
- (e) salary; as per Collective Agreement
- (f) date of posting

The job requirements must be relevant to the position.

25.03 Appointment to the position shall be made of the applicant with the greatest seniority on site from among those who meet the necessary job requirements as posted. If appointment is not made on site, appointment will be made of the applicant with the greatest seniority provincially. If the position cannot be filled from within the Bargaining Unit, the Employer will fill it with somebody from outside of the Bargaining Unit.

25.04 (a) The successful candidate, if already an employee as defined in this Agreement, shall be placed on a trial period in the new classification or position for a period of 300 worked hours. Subject to the mutual agreement of the Employer and the Union, such trial period may be extended for a reasonable period. If the employee proves unsatisfactory during the aforementioned trial period or if the employee satisfies the Employer that he is unable to perform the duties of the new position, he shall be returned to his former position or in the case of a temporary employee he shall be returned to temporary status as per Article 2.03 (c), without loss of seniority or former salary, and any other employee promoted or transferred because of the rearrangement of positions shall be returned to his former position without loss of seniority or former salary. Conditional on satisfactory service, appointment to the position shall become permanent after the trial period.

(b) If the successful candidate returns to his former position or status in accordance with Article 25.04 (a), the Employer shall appoint the next senior qualified applicant who applied for the position. Should such applicant not be successful then the Employer shall repost the vacancy.

25.05 (a) Within fourteen (14) calendar days of the close of competition, notice shall be posted for a minimum of seven (7) calendar days of either the name of the successful candidate, or the fact that the position has not been filled. Upon written request by the employee, the Employer shall provide a written explanation as to why the employee was not appointed to the position.

(b) Upon being awarded the position, the Employer will make every reasonable effort to move the employee to the new position within four (4) weeks.

25.06 Without the necessity of a posting in accordance with Article 25, when an employee who has become incapacitated by a handicap, an illness, advancing years or a temporary disability, is unable to perform his regular duties, the Employer will make every reasonable effort to relocate the employee in a position, job, or in the case of a temporary employee, temporary work, consistent with his disability, incapacity, or age. The Employer shall not displace any other employee, except a probationary employee, from his position, in order to effect this relocation.

- 25.07 (a) Where an employee is temporarily promoted or transferred to a position outside the bargaining unit and is later returned to the bargaining unit, he shall return to his former classification and shall not suffer any loss of seniority or pay as a result of the temporary promotion or transfer.
- (b) Where an employee is permanently promoted or transferred to a position not covered by Appendix A he shall lose his seniority and shall not benefit from this Agreement.

ARTICLE 26 - SENIORITY

- 26.01 Seniority for the purpose of this Agreement is defined as the years/months/days employed with the Employer. Unless otherwise mentioned employer-wide seniority shall be used in determining priorities in all matters measured by length of service. Same seniority applicants, appointment shall be determined by hours worked in the past twelve (12) months.
- 26.02 A seniority list of all employees covered by this Agreement showing the name, classification and seniority date shall be posted on bulletin boards or put in bulletin binders no later than March 1st of each year in a place accessible to all employees so affected. A thirty (30) calendar day protest period respecting revision shall be allowed following such posting. A copy of the revised seniority list shall be forwarded to the Union.
- 26.03 An employee shall not lose accumulated seniority rights while on approved leave of absence or in the event of an involuntary transfer. An employee shall lose his seniority in the event:
- (a) he is discharged for just cause and is not reinstated
 - (b) he resigns or retires
 - (c) he is suspended for just cause, for which event, the loss of seniority shall be for the period of suspension
 - (d) he is laid off for a period longer than eighteen (18) consecutive months.

ARTICLE 27 - GROUP LIFE INSURANCE

- 27.01 (a) For employees who have completed their probationary period, the Employer shall pay
- (i) fifty per cent (50%) of the cost of premiums of the employee health plan as determined by the Standing Committee on Insured Benefits; and
 - (ii) fifty per cent (50%) of the cost of premiums of the basic dental plan as announced for all employees and their dependents.

ARTICLE 28 - UNIFORMS

28.01 The Employer will provide full-time employees:

| | |
|-----------------------------|--|
| one (1) sweater | one (1) spring jacket |
| two (2) short sleeve shirts | one (1) tie |
| two (2) long sleeve shirts | one (1) pair of gloves |
| two (2) pants | one (1) tuque |
| one (1) winter jacket | one (1) cap for people working outside |

28.02 The Employer will be provided part-time employees:

| | |
|----------------------------|----------------------------|
| one (1) sweater | one (1) long sleeve shirts |
| one (1) short sleeve shirt | one (1) pant |

ARTICLE 29 - PAY ADMINISTRATION

29.01 The wages of all the classifications covered by this Agreement are shown in Appendix A which shall form part of this Agreement.

29.02 No employee shall receive any reduction in his salary rate as a result of this Agreement.

29.03 When the Employer requires an employee to work away from his regular workplace and notice is not provided in advance of the start of the workday, the employee shall be reimbursed for the cost of a meal as provided for in the provincial travel policy as amended from time to time if meals or access to meals cannot be provided where the employee is assigned to work.

29.04 Payroll Period

The Employer agrees to maintain the current biweekly pay period.

29.05 Accumulated Credits

The Employer shall advise the employee on each pay period of his overtime, sick leave credits and vacation pay for the current period.

29.06 Acting Pay

If an employee is temporarily assigned to a higher classification, he will receive the salary for the job he is doing.

29.07 Promotion and Demotion

The appointment of an employee (in accordance with Article 17, 23 or 25) to a different position constitutes:

- (a) A promotion, where the maximum rate of pay applicable to the new position to which the employee is appointed exceeds the maximum rate of pay applicable to the position held by him immediately prior to that appointment.
- (b) A demotion where the maximum rate of pay applicable to the new position to which the employee is appointed is less than the maximum rate of pay applicable to the position held by him immediately prior to that appointment.

29.08 Professional Fees

The Employer will pay for professional fees for employees who are required to carry a certification to carry out the duties of their position.

ARTICLE 30 - CLASSIFICATION MAINTENANCE

- 30.01 The classifications covered by this Agreement shall be those listed in Appendix A of this Agreement. The Employer agrees to provide the Union with job specifications for classifications listed in Appendix A as they are revised.
- 30.02 If a new classification comes into being during the life of this Agreement, or there is a significant change in the level of duties, responsibilities, or qualification requirements of an existing classification, the matter shall be forwarded to the Provincial Labour Management Committee.

ARTICLE 31 - TECHNOLOGICAL CHANGE

- 31.01 In this article "Technological Change" means the introduction of equipment or material of a different nature or kind than that previously used by the Employer, and a change in the manner in which the Employer carries on its operations that is directly related to the introduction of that equipment or material.
- 31.02 Where the equipment or material so introduced is to be operated by employees of the same classification as those formerly carrying on the operation, the incumbents are to be given a reasonable opportunity for training, at the Employer's expense, without loss of pay or benefits to the employee, in the operation of the equipment or material in question, with the intent that they may be retained in their positions.
- 31.03 If after a reasonable period of training the employee is unable or unwilling to acquire sufficient competence, the Employer will make every effort to retain the employee in such position as may be available within the competence of the employee (including the exercise of such rights as are otherwise contained in this Agreement).
- 31.04 The Employer, in planning technological change, will make every effort to absorb consequential redundancies by attrition.

- 31.05 The Employer agrees to give the Union thirty (30) days' notice of the introduction of technological change that is expected to result in the displacement of employees in the bargaining unit, or substantial changes in the hours of work or the duties performed by employees in the bargaining unit.
- 31.06 Notwithstanding Articles 25.01 and 25.03, an employee who is affected by a layoff because of technological change shall have the first opportunity to fill an opening in another classification for which he is qualified, in order to avoid the lay-off.

ARTICLE 32 - INJURED ON DUTY

- 32.01 An employee who is injured on the job or suffers a recurrence of an injury on the job shall, as soon as possible, report the matter to the manager and file a Workers' Compensation claim.
- 32.02 An employee who is injured on the job or suffers a recurrence of an injury on the job and who has his Workers' Compensation claim approved shall receive benefits pursuant to the *Workers' Compensation Act*.
- 32.03 The absence of an employee who is injured on the job or suffers a recurrence of an injury on the job and who is waiting for approval of a Workers' Compensation claim, and/or who is receiving benefits under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credits.

ARTICLE 33 - RETROACTIVITY

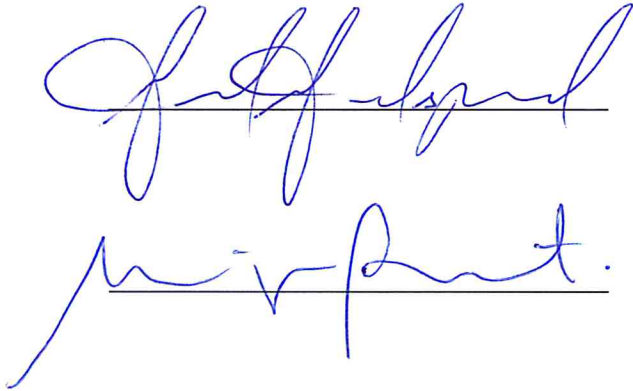
- 33.01 Wages are effective until the expiration of the Agreement. Any wage negotiated after the expiration of the present agreement will be retroactive from the expiration date.

ARTICLE 34 - DURATION AND TERMINATION

- 34.01 This Agreement constitutes the entire agreement between the Parties and shall be in effect for a term beginning on the date of signing and ending on April 30, 2023, and shall be renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party not less than thirty (30) calendar days and no more than one hundred and eighty (180) calendar days prior to the expiration of this Agreement.
- 34.02 Notwithstanding the preceding, where a notice requesting negotiation of a new agreement has been sent, this Agreement shall remain in full force and effect until such time as an agreement has been signed in respect of a renewal, amendment, or substitution.

IN WITNESS WHEREOF, the parties have signed this 10th day of May 2021.

FOR THE EMPLOYER:

Handwritten signature in blue ink, appearing to be 'J. J. [unclear]', written over a horizontal line.

FOR THE UNION:

Handwritten signature 'Stacy Delaney' in blue ink, written over a horizontal line.

Handwritten signature in blue ink, appearing to be 'Robert [unclear]', written over a horizontal line.

Handwritten signature in blue ink, appearing to be '[unclear]', written over a horizontal line.

Handwritten signature 'Richard Wright' in blue ink, written over a horizontal line.

**APPENDIX A
CLASSIFICATIONS & WAGES**

| Classifications | Hourly Wage Rate | | |
|---|--------------------------|--------------------------|--------------------------|
| | November 2020 | November 2021 | November 2022 |
| Advanced Guard (Dispatch) | \$17.00 | \$17.60 | \$18.10 |
| Security Guards (including ID Badge Administrators and previous Team Lead) | \$16.00 | \$16.50 | \$17.50 |
| Parking Officer | \$16.00 | \$16.50 | \$17.50 |
| Parking Guards | \$14.50 | \$15.00 | \$15.50 |