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**NEWFOUNDLAND AND LABRADOR ASSOCIATION
OF PUBLIC AND PRIVATE EMPLOYEES**

AND

GARDA CANADA SECURITY CORPORATION

December 15, 2020 - October 31, 2023

THIS AGREEMENT made this 16 day of December, Anno Domini, Two Thousand and Twenty:

BETWEEN:

GARDA WORLD SECURITY

of the one part;

AND

THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES, a body corporate organized and existing under the laws of the Province of Newfoundland and having its registered office in the City of St. John's aforesaid (hereinafter called the "Union");

of the other part;

THIS AGREEMENT WITNESSETH that for and in consideration of the premises and covenants, conditions, stipulations, and provisos herein contained, the parties hereto agree as follows:

TABLE OF CONTENTS

<u>ARTICLE NUMBER & NAME</u>	<u>PAGE</u>
1 Purpose	4
2 Interpretation and Definitions	4
3 Recognition	5
4 Management Rights	6
5 Union Security	6
6 No Discrimination	8
7 Sexual and Personal Harassment	8
8 Grievance Procedure	8
9 Arbitration	11
10 Labour Management/Occupational Health & Safety Committee	12
11 Severe Weather Conditions	13
12 Probation, Discipline and Employee Files	13
13 Seniority	15
14 Promotions and Staff Changes	17
15 Layoff and Recall	18
16 Hours of Work	19
17 Overtime	21
18 Holidays	22
19 Vacation Leave	23
20 Sick Leave	24
21 Family Leave	26
22 Other Leave	26
23 Payments of Wages and Allowances	30
24 No Strike/Lockout	30
25 Health & Safety	31
26 Health Benefits	32
27 Duration	32
Schedule "A" – Classifications and Wages	32

ARTICLE 1 PURPOSE

- 1.01 The purpose of this Agreement is to foster and maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union and to set forth certain terms and conditions of employment.

ARTICLE 2 INTERPRETATIONS AND DEFINITIONS

2.01 In this Agreement:

- (a) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 3.
- (b) "Date of Hire" means first day an employee works with the Employer or first day returning to work following loss of seniority as per Article 13:04.
- (c) "Day" means a calendar day, 00:01 hours to 24:00 hours, unless otherwise stipulated in this Agreement.
- (d) "Employee" means any person employed in a position which falls within the Bargaining Unit.
- (e) Employer means Garda Canada Security Corporation and includes any person authorized by the Company to act on its behalf.
- (f) "Grievance" means a complaint, in writing, arising out of the interpretation, application, administration or alleged violation of this Agreement.
- (g) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this agreement.
- (h) "Promotion" means an action which causes the movement of an employee from their classification to a classification with a higher rate of pay.
- (i) "Permanent Employee" means a person who has completed their probationary period and is employed on a fulltime basis minimum thirty five 35 hours per week, without reference to any specific date of termination of service.

- (j) "Part-time Employee" means a person who is not full-time and works less than thirty five (35) hours per week.
- (k) "Casual Employee" means a person who is called to meet the short term requirements of the Employer or to perform services where the regular incumbent of a bargaining unit classification is temporarily unable to do so.
- (l) "Probationary Employee" means a person who has worked less than the prescribed probationary period in accordance with Clause 12.01.
- (m) "Vacancy" means an opening in any bargaining unit position that the Employer requires to be filled, which is expected to exceed a period of twelve (12) continuous weeks, or where a position exceeds twelve (12) weeks, such position shall be posted in accordance with Article 14.
- (m) "Union" means Newfoundland and Labrador Association of Public and Private Employees.
- (n) "Week" means the period from 0001 hours Sunday to 2400 hours the following Saturday, inclusive.
- (o) "Year" means the calendar year unless otherwise provided.

ARTICLE 3 RECOGNITION

3.01 Recognition

The Employer recognizes the union as the sole and exclusive bargaining agent for all the employees in classifications listed in Schedule A of this agreement.

3.02 Inclusions/Exclusions

In the event of a dispute on inclusions or exclusions in the Bargaining Unit the Employer agrees to meet with the union to discuss. Should the parties be unable to agree, the matter may be referred by either party to the Labour Relations Board.

3.03 Work of the Bargaining Unit

Employees not covered by the terms of this Agreement shall not perform duties assigned to Employees within the Bargaining Unit except for the purposes of instruction, experimenting, emergencies or when Employees are not readily available, or as may otherwise be mutually agreed by the

parties.

3.04 No other Agreements

No Employees shall be required or permitted to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Agreement.

3.05 Gender and Singular and Plural

For the purpose of this Agreement, the masculine shall be deemed to include the feminine and the plural indicate the singular and vice versa as the context may require.

3.06 Administration

In the event that there is a conflict between this Agreement and any regulations or policies made by the Employer, this Agreement shall take precedence over the said regulations or policies.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 The Union recognizes and agrees that, except as may be expressly and specifically abridged or modified by the provisions of this Agreement, the Employer reserves and retains all right, power and authority to conduct its business efficiently, manage its operations and direct its employees in all respects.

ARTICLE 5 UNION SECURITY

5.01 Deduction of Union Dues

The Employer shall, as a condition of employment, deduct from the bi-weekly pay of every member of the bargaining unit an amount equal to the regular bi-weekly membership dues of the Union.

5.02 Notification of Union Dues

The amount of the regular dues shall be authorized by the Union and the Union shall notify the Employer of any changes therein in writing at least one (1) month prior to the effective date of such change.

5.03 Remittance of Union Dues

Deductions shall be forwarded to the President of the Union by one monthly cheque within a reasonable time after the end of the month in which the deductions were made. The Employer shall provide to the Union, a list in a secured electronic format compatible with Microsoft Excel, which shall include the employee's full name, Social Insurance Number, classification and the amount deducted on the employee's behalf. This list shall also include any additions and deletions that occurred in the previous month.

5.04 Shop Stewards

The Employer acknowledges the right of the Union, to appoint or elect Shop Stewards on a ratio of 1:10 or part thereof. The Union shall notify the Employer, in writing, of the name of the Shop Steward before the Employer shall be required to recognize them. There should be one (1) shop steward on each side of the shift.

5.05 Union Leave for Processing Grievances and Complaints

- (a) The Shop Steward shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer.
- (b) In the case of a group grievance, one (1) employee from the group will be entitled to such leave under the conditions specified in Article 5.05 (a). The employer may arrange meeting time just after shift so that there is no interference with operations.
- (c) It is agreed that Shop Stewards will not absent themselves from their work for the purpose of handling grievances without first obtaining permission of the Employer or their representative and permission shall not be unreasonably denied.
- (d) The Employer recognizes the right of employees to be represented by a representative of the Union at any step in the grievance and arbitration procedure.

5.06 New Employees

- (a) The Employer will notify the Union of the name, address and telephone number of each new employee.
- (b) The Employer will:
 - (i) advise each new Employee that the terms and conditions of their employment are governed by the provisions contained in a collective agreement;
 - (ii) provide the Employee with a copy of the collective

agreement from among those provided to the Employer by the Union for that purpose;

- (iii) provide the Employee with contact information for the Shop Steward, Local President or any other Union representative;
- (iv) Provide the employee with a Union card provided such cards are provided to the Employer by the Union.

5.07 Bulletin Boards

The Employer shall provide a bulletin board for the use of the Union. The site of the bulletin board will be determined by mutual agreement. Articles, circulars, memos, etc. dealing with Union business will only be posted on the designated bulletin board.

ARTICLE 6 NO DISCRIMINATION

6.01 The Employer agrees that there shall be no discrimination in employment as per the current Newfoundland and Labrador Human Rights Act.

"Discrimination is prohibited in every aspect of employment, including: advertising, applications, interviews, hiring, wages, benefits, conditions of employment, promotion, and dismissal. The Human Rights Act prohibits discrimination on the basis of race, colour, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income and political opinion. Employers are also prohibited from discriminating against employees (or potential employees) because of a criminal conviction that is unrelated to the employment, or the fact that an individual's wages are (or have been) subject to attachment/garnishment, etc." NL Human Rights Act (2013).

The Employer agrees, further, that there shall be no discrimination by reason of an employee's membership or activity in the Union.

ARTICLE 7 SEXUAL AND PERSONAL HARASSMENT

7.01 The Employer and the Union recognize the right of employees to work in an environment free from harassment as defined in the *Newfoundland and Labrador Human Rights Act*. The Employer shall undertake to investigate alleged occurrences of harassment with all possible dispatch.

ARTICLE 8 GRIEVANCE PROCEDURE

8.01 The parties hereto have adopted the following procedures in keeping with their mutual desire that differences shall be resolved as quickly as possible.

8.02 Settling of Grievances

An earnest effort shall be made by the Employer and employee to settle or resolve the complaint(s)/grievance(s) fairly and promptly. Should the employee consider the complaint justified and not satisfied with proposed resolution the complaint will move to step one of the grievance procedure.

Step 1

Subject to Article 12:01, the Shop Steward or NAPE Representative may present a grievance on behalf of an employee to their Supervisor or designate within 7 days after the circumstances giving rise to the grievance have occurred or within 7 days after the Employee became aware of such circumstances. Such grievance shall be in writing and shall specify the action or conduct giving rise to the grievance, the provision or provisions of the Agreement alleged to have been violated, and the remedy sought. The Supervisor or designate shall render a written decision within 7 days after receipt of the grievance.

Step 2

Should the decision rendered at Step 1 be unsatisfactory, or should no decision be rendered, the grievance shall be submitted to the Director of Services or designate within 7 days after receiving the decision at Step 1, or where no decision was rendered, within 7 days after the expiry of the time for doing so. The parties shall agree to a meeting to try and settle the grievance. The Director of Services or designate shall render a written decision within 7 days after the completion of the grievance meeting at Step 2.

8.03 Policy Grievance

Where a policy grievance is initiated by either the Union or the Employer, it shall be filed with the Director of Services or designate or the Union, as the case may be, within 7 days after the circumstances giving rise to the grievance have occurred or within 7 days after the party filing same became aware of such circumstances. Such grievance shall be in writing and shall specify the action or conduct giving rise to the grievance, the provision or provisions of the Agreement alleged to have been violated, and the remedy sought. Such grievance shall start at Step 2 of the procedure set out in Article 8:02, with the responding party being the Director of Services or designate or the Union, as the case may be.

8.04 Group Grievances

Where a number of Employees have similar grievances and each employee would otherwise be entitled to grieve separately, the Shop Steward or NAPE Representative may present a group grievance to the Director of Services or designate within 7 days after the circumstances giving rise to the grievance have occurred or within 7 days after the Employees became aware of such circumstances. Such grievance shall be in writing and shall specify the action or conduct giving rise to the grievance, the provision or provisions of the Agreement alleged to have been violated, and the remedy sought. Such grievance shall start at Step 2 of the procedure set out in Article 8:02.

8.05 Grievance for Unjust Discharge

Subject to Article 12:01, an Employee claiming that they have been unjustly discharged may have the Shop Steward or NAPE Representative submit a grievance directly to the Director of Services or designate within 7 days after the circumstances giving rise to the grievance have occurred or within 7 days after the Employee became aware of such circumstances. Such grievance shall be in writing and shall specify the action or conduct giving rise to the grievance, the provision or provisions of the Agreement alleged to have been violated, and the remedy sought. Such grievance shall start at Step 2 of the procedure set out in Article 8:02.

8.06 Mediation

Notwithstanding the foregoing procedures, the parties may at any time agree, in writing, to submit a grievance to internal mediation through the Department responsible for Labour Relations to see if a settlement can be reached. If no settlement is reached, the grievance procedure shall resume at the point it had reached at the time of such submission.

8.07 Mandatory Time Limits

The time limits specified in this Article are mandatory and may only be extended in writing by mutual agreement of the parties.

8.08 Grievance Representation

An Employee may be represented by a Shop Steward or full time representative of NAPE at any step of the grievance procedure.

8.09 Technical Objections to Grievances

No grievance, once properly commenced, shall be defeated or denied by technical objection occasioned by a clerical, typographical or similar technical error or by the inadvertent omission of a subsequent step in the grievance procedure.

ARTICLE 9 ARBITRATION

9.01 Referral to Arbitration

In the event that a grievance is not satisfactorily resolved at the conclusion of Step 2 of Article 8.02, the grieving party may, by written notice to the other party given within 20 days of the Step 2 meeting or where no meeting was held, within 20 days after the expiry of the time for conducting such meeting, refer the matter to arbitration in accordance with this Article 9.

9.02 Sole Arbitrator

Upon receipt of notice of arbitration pursuant to Article 9:01, the parties shall endeavour to agree to the appointment of a sole arbitrator. Where the parties cannot agree on such appointment, the grieving party shall, within 30 days after the date of the notice of arbitration, apply to the Department of Advanced Education, Skills and Labour for the appointment of an arbitrator who shall make a decision on the grievance that is final and binding upon the parties and upon the persons on whose behalf this Agreement was made.

9.03 Power of the Arbitrator

The arbitrator shall not have any power to alter, change, add to or detract from this Agreement or to substitute any new provision for any existing provision nor to give any decision inconsistent with the terms of this Agreement.

9.04 Expenses of the Arbitrator

Each of the parties shall pay an equal share of the fees and expenses of the arbitrator.

9.05 Amending of Time Limits

The time limits specified in this Article are mandatory and may only be extended in writing by mutual agreement of the parties.

9.06 Witnesses

Provided that the Employer receives at least five (5) days' notice that an

Employee is required to attend an arbitration hearing as a witness, they will not lose seniority or benefits of the Collective Agreement.

ARTICLE 10 LABOUR MANAGEMENT/OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

10.01 Labour Management Committee

It is agreed that a Committee comprised of up to two (2) Union representatives and up to two (2) Employer representatives will meet as the need arises, but in any event no greater than once per month unless mutually agreed otherwise, to discuss the following general matters. Other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

- (a) Reviewing suggestions from employees, questions of working conditions and service, if not covered by the Occupational Health and Safety Committee.
- (b) Other problems and matters of mutual interest which affect the relationship that are not properly the subject matter of a grievance or negotiations.
- (c) Union representatives who attend meetings of the Labour Management Committee will be compensated for any hours of work missed as a result of such attendance.

This Committee shall be set up within sixty (60) days of the signing of this Agreement.

10.02 These meetings shall not supersede with the activities of any other Committee of the Union or of the Employer and shall not bind either the Union or its members or the Employer to any decisions or conclusions reached during discussions.

10.03 Occupational Health and Safety Committee

The parties agree to comply with the *Occupational Health and Safety Act* and applicable regulations thereto. Recognizing its responsibilities under the Act, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, up to three (3) Bargaining Unit representatives selected or appointed by the Union. Such committee shall promote safety and sanitary practices within the workplace.

ARTICLE 11 SEVERE WEATHER CONDITIONS

11.01 The following provisions shall apply to employees during weather conditions necessitating a state of emergency declared by either the Chief Executive Office of the Processing Plant, the Employer or the appropriate Provincial or Municipal Authority:

- (a) All employees are required to report for duty as scheduled.
- (b) When an employee, through no fault of their own, is unable to report to work because of a declared state of emergency, such employee shall not suffer any loss of pay or other benefits nor shall they be required to make up in any way for time lost due to not reporting to work.
- (c) Any employee who worked during the emergency will be paid at the rate of time and one-half (1 ½) for all hours worked.
- (d) When an employee, through no fault of their own, is unable to report for work due to adverse weather conditions other than those referred to in (b) above, they may be allowed the opportunity to proceed to vacation leave or time to their credit.

ARTICLE 12 PROBATION, DISCIPLINE AND EMPLOYEE FILES

12.01 Probation - Probationary Period

The probationary period shall be three (3) calendar months from the date of the employees' first hour worked. For the purpose of this Clause, time off with pay approved by the Employer shall be considered as time worked.

The Employer shall not determine that a particular employee is unsuitable for a position during their probationary period without first notifying the employee regarding suitability. Once notified of a concern regarding suitability, the employee shall be granted a reasonable period of time to address the concern. The Employer and the Union may agree to extend the probationary period for individual employees.

12.02 Discipline

(a) Notification

The Employer has the right to discipline and discharge Employees

for just cause. Where the Employer is considering taking any form of disciplinary action against an Employee, the Employer shall conduct its investigation in an expeditious manner. The Employer shall notify the Employee, in writing, of any disciplinary action within twenty-five (25) days of the occurrence or discovery of the matter provided that the Union and Employer may agree in writing to an extension of this time period.

(b) Right to Representation

Where an employee is required to attend a meeting with the Employer to be discharged, suspended or given a written warning, or to discuss a matter for which some level of written discipline is being considered, the Employer shall advise the employee that they have a right to be accompanied by a Shop Steward and/or a full time Union Representative. The employee will be informed of the nature of the meeting and be given as much advance notice as possible. It is the responsibility of the employee to inform his/her Shop Steward.

(c) Justice and Dignity

Where an employee is suspended as part of an ongoing investigation conducted by the Employer, the employee shall be compensated for time lost to cover all shifts that may have been missed pending the investigation. The employer will not compensate for lost shifts if they determine that termination for just cause is required. The Employer shall take all reasonable efforts to expedite and conclude the investigation within twenty-five (25) days.

In the event that the Employer is unable to complete its investigation within the above time frame, the Union and the Employer shall meet to discuss amending the investigation timeline and award appropriate compensation to the suspended employee.

(d) Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately reinstated in his/her former position, without loss of seniority and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of an arbitrator if such is referred to arbitration.

(e) Liability Indemnity for Legal Fees

The Employer shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an Employee in the course of his/her duties, provided that the Employer is satisfied that the employee performed duties as required by the Employer. This does not apply where the employee has been justly disciplined for a willful act or omission leading to a criminal charge. No compensation shall be paid for legal counsel not pre-approved by the Employer.

12.03 Personnel File

- (a) Upon request and after giving reasonable notice, an Employee shall be allowed to inspect their personnel file in the presence of a representative of the Employer and, upon request, shall be given a copy of any document not previously provided to the Employee. If an Employee is subject to discipline, they shall be entitled to a copy of any document in the file. Employees may be accompanied by a representative of the Union when inspecting their file, if they choose.
- (b) In the event that an Employee is disciplined, the records pertaining to such discipline shall be removed from the personnel file of the Employee fifteen (15) months following the disciplinary action, provided there has been no discipline in the intervening period. It shall be the responsibility of the Employee to see that such documents are removed.
- (c) No document shall be used in disciplinary proceedings against an employee unless such document has been brought to the attention of the employee at the time it was placed on the employee's personnel file.

ARTICLE 13 SENIORITY

13.01 Seniority Defined

- (a) Subject to Clause 13.04, seniority ranking for all employees shall be determined by the employee's date of hire with the employer.
- (b) Seniority shall operate on a Bargaining Unit wide basis.

13.02 Seniority List

The Employer shall maintain a seniority list for all Employees. An up-to-date seniority list shall be sent to the Union and posted in January and July of each year. The seniority list for all Employees shall show, subject to Clause 13.04, the date of hire with the Employer.

13.03 Probation for Newly Hired Employees

After the completion of the probationary period as specified in Article 12:01, Employees shall be credited with seniority effective from their date of hire with the employer.

13.04 Loss of Seniority

An employee shall lose all seniority and service and their employment will be deemed to be terminated if they:

- (a) are discharged for just cause and is not reinstated by an Arbitrator or under the Grievance Procedure;
- (b) resigns in writing (including electronic media such as email);
- (c) fails to return from layoff within seven (7) calendar days of being notified by registered, certified or hand delivered mail, or delivered via electronic mail with delivery confirmation, except when such failure is caused by sickness of employee or immediate family member verified by a medical certificate or by other reason satisfactory to the Employer. It shall be the responsibility of the Employee to accept such correspondence and to keep the Employer informed, in writing, of their current address, telephone number and email;
- (d) is laid off or in a position outside of the Bargaining Unit for a period longer than twelve (12) months.
- (e) if after twenty-four (24) months, there is no reasonable prospect for an employee to return to work, based upon medical evidence.
- (f) a casual employee does not accept work over a six (6) month period, the employer may terminate.
- (g) If the client asks in writing for the removal of the employee from the site, the Employer will provide a copy to the Union and then will engage with the client, offering alternative solutions, prior to the removal. The Employer shall engage with the Union throughout the process. If the client still wants to remove the Employee, the Employer will make every effort to relocate the Employee. If

relocation is not possible to the satisfaction of the employee, they will be laid off and a Record of Employment will be issued.

13.05 Transfers and Seniority Outside Bargaining Unit

No Employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee is transferred to a position outside the bargaining unit, their seniority will not change but a transfer exceeding twelve (12) months will result in a loss of seniority.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

- (a) When a vacancy occurs or when a new position is created inside the Bargaining Unit, the Employer shall post notices of the position in accessible places on the Employer's premises for a period of not less than fourteen (14) calendar days.
- (b) Copies of all postings shall be supplied concurrently to the President of the Local.
- (c) For vacancies or new positions inside the bargaining unit such notices shall contain the following information - title of position, qualifications, required knowledge and education, skills, wage or salary rate or range and whether shift work could be involved. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "this position is open to male and female applicants".

14.02 Procedures for Filling Vacancies

No position will be filled from outside the bargaining unit until the applications of present employees have been fully processed.

14.03 Role of Seniority in Promotions and Transfers

Both parties recognize:

- (a) the principle of promotion within the service of the Employer; and,
- (b) that job opportunity should increase in proportion to length of service.

Therefore, when a vacancy occurs in an established position within the bargaining unit, or when a new position is created within the bargaining

unit, employees who apply for the position on promotion or transfer shall be given preference on a seniority basis for filling such vacancy provided the employee meets the minimum required standards for the position.

14.04 Trial Period

The successful applicant shall be placed on trial for a period of three hundred and twenty-five (325) working hours. If the employee proves unsatisfactory or the employee is not satisfied in the position, they shall be returned to their former position and wages. Any other employees impacted by the rearrangement of positions shall also be returned to their former position and wages. The parties may mutually agree to extend the time limits for the trial period.

ARTICLE 15 LAYOFF AND RECALL

15.01 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall have the right to bump a junior employee(s) provided they are qualified to perform the work.

15.02 (a) Recall

Employees shall be recalled in order of seniority provided that these employees being recalled are qualified to perform the work required.

(b) It is the responsibility of the Employee to keep the Employer and Union informed of their current address, telephone number and email.

15.03 No New Employee

No new employee shall be hired until those employees on layoff have been given the opportunity of recall provided that those employees being recalled are qualified.

15.04 Notice of Layoff

Employees who are to be laid off shall receive written notice of layoff in accordance with provincial labour standards. At the date of signing, the period of employment and amount of advance notice is displayed below:

Period of Employment	Amount of Advance Notice
Less than 3 months	None
3 months up to 2 years	1 week
2 years but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years but less than 15 years	4 weeks
15 or more years	5 weeks

This is with the exception of employees who are impacted by Article 14.04. If an employee is not given this notice provided in this Article, the employee shall be paid salary and benefits, exclusive of overtime, that they would have earned during the notice period.

15.05 Definition of Layoff

For the purpose of this Article, a layoff means the temporary cessation of employment due to shortage or work. It is understood that a periodic reduction in scheduled hours due to temporary or intermittent shortage of work does not constitute a layoff. A Layoff notice shall be in writing and delivered by hand, registered mail or delivered via electronic mail with delivery confirmation. When requested by an employee, in writing, a record of employment (ROE) shall be given after any seven (7) consecutive day period without work.

ARTICLE 16 HOURS OF WORK

16.01 (a) Full-Time Employees

The normal hours shall be up to eighty-four (84) bi-weekly.

(b) Part-time Employees

The normal hours will be less than 35 hours per week or 70 hours bi-weekly.

(c) Casual Employees

Employees who do not have regular hours of work and are employed on a daily basis when the need arises.

16.02 Working Schedule

The start day of a two week schedule is on Wednesday. The Employer shall post a two (2) week schedule for each employee, showing the shifts and days off work, one (1) week prior to the Wednesday start of the schedule.

16.03 Split Shifts

There shall be no split shifts unless mutually agreed with the employee.

16.04 Change of Shifts

Upon request by an employee, employees may be permitted to change shifts with another employee in the same classification or employment status (full-time, part-time), provided that such change is approved, in advance, by the immediate Supervisor and shift change occurs within the same pay period. This is an employee benefit and overtime will not apply.

16.05 Scheduled Days Off

Full-time employees shall be scheduled with seven (7) consecutive days off; week on/week off rotation.

16.06 Weekend Assignments

The scheduling of weekend assignments shall be on a rotational basis except where mutually agreed between employee and the Employer. Weekend means Saturday and Sunday off. The Employer will make every reasonable effort to accommodate the employee's preference to work weekends on a temporary or permanent basis.

16.07 Rest Periods

The Employer recognizes the employee's right to rest periods. In the event that an employee is unable to access required rest periods, the Employer shall ensure rest periods are made available.

16.08 Cancelled Shift

An employee arriving to work for a shift that has been cancelled without being notified of the cancellation will be paid for all scheduled hours in the shift at the regular rate of pay. However, if the employer provided up to a minimum 3 hour notice prior to the start of the shift than no compensation will be provided. Notice includes leaving a voicemail three (3) hours in advance.

16.09 Minimum Shift Duration

Unless mutually agreed between the employee and the Employer, employees are not required to accept a shift of less than four (4) hours, with the exception of staff meetings, attendance at investigations and training.

16.10 Day and Night Shifts

The scheduling of day and night shifts will be on a rotational basis where operational requirements permit, except where mutually agreed between employee and Employer. The Employer will make every reasonable effort to accommodate an employee's preference to work days or nights on a temporary or permanent basis.

16.11 The Employer shall provide twelve (12) consecutive hours off work in each unbroken twenty-four (24) hour period unless mutually agreed to change.

16.12 Rotation of Shifts

Where there is more than one (1) employee in a work area and shift rotation is involved all employees must rotate in an equitable manner through the various shifts. The Employer will make every reasonable effort to accommodate an employee's preference to work either days or nights on a temporary or permanent basis.

ARTICLE 17 OVERTIME

17.01 (a) All time worked by an Employee in excess of forty (40) hours per week or in excess of twelve (12) in any unbroken twenty-four (24) hour period shall be considered overtime. With the written consent of the employee and subsequent agreement of the Employer, an employee may choose to work greater than forty (40) hours in a week and not receive overtime. However, under this Agreement, all time worked in excess of eighty-four (84) hours in a bi-weekly pay period shall be considered overtime.

In situations where the minimum overtime rate, as per labour standards, exceeds the regular hourly rate of the employee, the employee shall be paid at the higher rate for any hours worked in excess of forty (40) hours per week.

(b) All overtime is subject to the prior approval of the Employer.

17.02 Overtime Rate

All overtime hours worked in excess of eighty four (84) hours bi-weekly shall be compensated at the rate of one and one half (1.5) times the Employee's regular rate of pay.

All overtime hours worked less than eighty four (84) hours bi-weekly will be paid in accordance with Labour Standards as long as that amount is not less than the employee's hourly wage.

17.03 Distribution of Overtime

The Employer will endeavour to distribute overtime equitably amongst employees.

17.04 Double Shift/Overtime

The Employer shall schedule twelve (12) consecutive hours of rest and in any event an employee shall not be required to work more than twelve (12) hours in any one day without their consent. An employee shall not be required to work a double (2) shift or overtime without his or her consent except under emergency circumstances, in such emergency situations the Employer will not adjust the employees schedule to avoid overtime relating to this shift. For the purpose of this Clause, a shift consists of twelve (12) consecutive hours.

17.05 In situations where an employee is scheduled for a shift of twelve (12) hours and that scheduled shift is extended by more than one (1) hour passed the end of their shift, the employer will provide a reasonable meal or pay any reasonable meal expense to have food delivered to the worksite.

ARTICLE 18 HOLIDAYS

18.01 (a) Paid Holidays

The following paid holidays shall be in accordance with the days proclaimed by the Lieutenant Governor-in-Council plus one additional day:

New Year's Day
Good Friday
Memorial Day (Canada Day)
Labour Day
Remembrance Day
Christmas Day
Boxing Day (Additional Day not proclaimed)

(b) Where an employee works on a paid holiday identified in Clause 18.01 (a), he/she is entitled to receive wages at twice their regular rate for the hours worked on the holiday.

(c) An employee who does not work on a paid holiday identified in Clause 18.01 (a) and has been employed by the Employer for at least thirty (30) days prior to the paid holiday and provided they work the scheduled shift prior to and after the paid holiday shall

receive a prorated days' pay based on the average hours worked per day in the Twenty eight (28) days immediately preceding the holiday. This shall be calculated by dividing the number of hours worked in the past twenty-eight (28) days by twenty (20).

- (d) If an employee works less hours on the paid holiday than a calculated day based on Clause 18.01 (c), the Employer will pay the employee at their regular rate of pay for the actual hours worked plus a regular calculated days pay as per Clause 18.01 (c).

18.02 Christmas and New Year's

- (a) The Employer agrees to make every reasonable effort so that an employee scheduled to work on Christmas Day shall not be scheduled to work on New Year's Day, and an employee scheduled to work on New Year's Day shall not be scheduled to work on Christmas Day unless otherwise mutually agreed between the employee and the Employer.
- (b) The Employer agrees to make every reasonable effort so that an employees who work Christmas of one year shall have Christmas off the following year, and employees who work New Years of one year shall have New Year's off the following year unless mutually agreed between the employee and Employer.
- (c) Subject to Article 19, request for vacation leave during the Holiday Christmas/New Year's Season shall not be unreasonably denied. Leave requests must be submitted in writing to the Employer no later than Nov 1st.

ARTICLE 19 VACATION LEAVE

19.01 Vacation Rates

An employee shall be entitled to take vacation time off with pay or be paid out at the following rates:

- (a) Employees with less than seven (7) calendar years of service at a rate of four percent (4%) or two (2) weeks of all regular hours paid.
- (b) After the completion of seven (7) calendar years of service but less than twelve (12) calendar years of service, six percent (6%) or three 3 weeks of all regular hours paid.
- (c) After the completion of twelve (12) calendar years of service, eight percent (8%) or 4 weeks of all regular hours paid.

19.02 Vacation Pay

(a) The vacation year is from May 1st to April 30th.

(b) Vacation and Vacation Leave

By March 15th and/or September 15th of each year, each employee, who have completed their probationary period, shall elect, in writing, to take vacation time off or request a lump sum payment. Those employees who elect to receive vacation leave, they will have their leave calculated based on a percentage (as per Article 19.01) of all hours paid. New employees shall make the election, upon completion of their probationary period, for the year in which they were hired.

Once the election is made by the employee, it cannot be changed until the next March 15th or September 15th; if no selection is made, employees shall receive vacation leave. Probationary employees shall be paid their vacation pay in lump sum.

(c) Banked vacation pay will be paid separately at the request of the employee's, if an employee does not choose to take time off for vacation. Any vacation time not used will cannot be carried forward and will be paid out at the end of the vacation year.

19.03 (a) Subject to Clause 19.02, the Employer will make all reasonable efforts to grant employees leave based on their accumulated entitlement for the purpose of vacation.

(b) Requests for vacation leave of short duration shall be accommodated wherever possible. It is understood that when an Employee requests and is granted vacation in blocks of less than two (2) consecutive weeks these vacation days will be deducted from the Employee's entitlement.

(b) Where operational requirements necessitate placing restrictions on the number of Employees on vacation leave at any one time, preference shall be given to Employees with the greatest length of service.

ARTICLE 20 SICK LEAVE

20.01 Sick Leave Defined

Sick leave means a period of time that an employee has been permitted to be absent from work by virtue of being sick, disabled, quarantined or

because of an injury for which compensation is not payable under the Workers' Compensation Act.

20.02 Entitlement

Employees shall be entitled to two (2) paid sick leave days per year. These days may not be banked if not used.

20.03 Notification

- (a) The Employee shall provide their immediate supervisor a minimum of four (4) hours' notice if they are unable to report to work because of illness or injury. In the event that illness or injury occurs less than 4 hours prior to the start of shift, employee will provide employer with as much notice as possible.
- (b) The employee shall inform her immediate supervisor in advance of the date of their return to work.
- (c) The Employer may require a note from a qualified medical practitioner for any period of sick leave in excess of two (2) consecutive days or where the Employer has reasonable grounds to question the validity of the employee's claim for sick leave.
- (d) For the purposes of obtaining medical certificates, an employee shall have the option of being attended by a doctor of their choice and under no circumstances will an employee be penalized in any way by the Employer for exercising their option of being attended by his/her physician.
- (e) Any medical related forms required by the Employer beyond a medical note provided by employee such as a functional abilities / limitations or doctor report, that have associated costs, shall be paid for by the Employer.

20.04 Injury on Duty

In accordance with the Workplace Health, Safety and Compensation Act and Regulations, an employee who is injured during working hours and is either required to leave for medical treatment or sent home because of such injury shall receive payment for the remainder of the employee's scheduled work day at his/her regular hourly rate. On return to work the employee will be required to provide a medical certificate from a qualified medical practitioner indicating that they received treatment for the injury.

ARTICLE 21 FAMILY LEAVE

- 21.01 (a) Subject to Clause 20.01(b), an employee shall be granted seven (7) unpaid family leave days each calendar year to:
- (i) Attend to the temporary care of a sick family member;
 - (ii) Attend meetings with school authorities concerning a dependent child;
 - (iii) Attend to the needs related to home or family emergency; or
 - (iv) Accompany a dependent family member on a dental or medical appointment.
- (b) In order to qualify for family leave, the employee shall:
- (i) Provide as much notice to the Employer as reasonably possible;
 - (ii) Provide to the Employer valid reason why such leave is required; and
 - (iii) Where appropriate, and in particular with respect to (ii) and (iv) of 21.01(a), have endeavoured to a reasonable extent to schedule such events during off duty hours.
 - (iv) The employee may be required to provide verification of circumstances resulting in request for family leave.

ARTICLE 22 LEAVE - OTHER

22.01 Leave for Negotiations

Where operational requirements permit and provided at least seven (7) days written notice has been provided to the Employer in advance, leave without pay and without loss of seniority shall be granted for up to (3) members of the Negotiating Committee while attending negotiations with the Employer.

22.02 Leave Without Pay for Union Business

- (a) Where operational requirements permit, and provided at least fourteen (14) days written notice has been provided to the Employer in advance, the Employer may grant leave of absence without pay and without loss of seniority for a period of one (1) year for an Employee selected for a full time position with the Union. The period of leave of absence may be renewed if request is received in writing thirty (30) days prior to the renewal and provided the Employer agrees. Employees will not accrue any service or benefits, except seniority, during such an absence.

- (b) Where operational requirements permit and provided seven (7) days written notice, the Employer may grant leave of absence without pay to employees to attend Union workshops, conferences or other Union business.

22.03

Bereavement Leave

- (a) (i) If a death occurs in the immediate family of an Employee, the Employee shall be granted two (2) paid leave days and two (2) unpaid leave days.

In the event of a delayed internment, entitlement can be reserved to be accessed to correspond with the internment.

- (ii) In the event the death of an Immediate Family Member occurs outside of the province, the employee can access their entitled days upon the return of the deceased. If the employee has to travel out of the province due to the death of an Immediate Family Member, the employee shall be entitled to two (2) extra unpaid day for the purposes of travel.

- (iii) Definitions of Immediate Family

Immediate family is defined as the Employee's mother, father, brother, sister, child, spouse, legal guardian, grandparents, grandchild, common-law spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepfather, stepmother and stepchild.

- (b) Leave to Attend Funeral

Employees are entitled to one (1) day bereavement leave without pay to attend the funeral of an employee's aunt, uncle, niece or nephew.

- (c) Definition of Common Law Spouse

For the purpose of this Clause, a common-law spouse relationship is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person of the opposite sex or same sex, publicly represented that person to be his/her spouse and lives and intends to continue to live with that person as if that person were his/her spouse.

Maternity Leave and Parental Leave

- (a) Maternity and Parental leave will be granted in accordance with the Labour Standards Act unless otherwise amended herein.
- (b) An Employee who is pregnant shall be entitled, upon application, to Maternity leave without pay to commence not earlier than seventeen (17) weeks prior to the expected date of birth. The Employee shall give the Employer at least two (2) weeks written notice of the date the leave is to begin and shall provide a medical certificate from a medical practitioner stating the estimated date of birth.
- (c)
 - (i) An Employee who is the parent of a child shall be entitled, upon application, to parental leave without pay to commence no more than thirty-five (35) weeks after the day the child is born or comes into the care and custody of the parent for the first time. The Employee shall give the Employer at least two (2) weeks written notice of the date the leave is to begin.
 - (ii) An Employee who is the parent of a child shall be entitled upon application, to extended parental leave without pay to commence no more than sixty-one (61) weeks after the day the child is born or comes into the care and custody of the parent for the first time. The Employee shall give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- (d) The maximum leave allowed under this clause shall be seventeen (17) weeks for maternity leave and either thirty-five (35) weeks for normal parental leave or sixty-one (61) weeks for extended parental leave. The combined leave shall either be fifty-two (52) weeks or seventy-eight (78) weeks in total.
- (e) The Employee shall give at least 4 weeks written notice of his or her intention to return to work and, in the case of maternity leave, shall provide a satisfactory certificate of fitness from a medical practitioner.
- (f) Upon return from maternity or parental leave, the Employee shall resume her former position, subject to the availability of work, and with no loss of seniority.
- (g) An employee who, before commencing maternity leave, becomes ill as a result of or relating to her pregnancy shall be entitled to sick leave upon production of medical certification satisfactory to the Employer.

- (h) While on maternity or parental leave, employees shall not earn any benefits of this Agreement, except seniority and years of service.

22.05 Adoption Leave

- a) In accordance with the *Labour Standards Act*, an Employee who legally adopts a child shall, subject to the approval of the Employer, be granted special leave without pay for a maximum of seventy-eight (78) calendar weeks. Where possible, the Employee shall give the Employer at least two (2) weeks written notice of the date the leave is to begin and shall provide proof of adoption.
- (b) The Employee shall give at least four (4) weeks written notice of her intention to return to work from adoption leave.
- (c) Upon return from adoption leave, the Employee shall resume her former position, subject to the availability of work, with no loss of seniority.
- (d) While on adoption leave, employees shall not earn any benefits of this Agreement, except seniority and years of service.

22.06 Paid Jury, Court Witness or Jury Selection Leave

The Employer shall grant leave of absence without loss of pay, seniority, or accumulative benefits to an employee who is summoned for jury service, or serves as a juror, or who is subpoenaed to attend upon a court as a witness in a court proceeding. The employee will present proof of such attendance.

22.07 Leave of Absence

An employee who has completed two (2) years' service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations. Failure to return to work from leave will result in termination of employment, except when such failure is caused by sickness verified by a doctor, or for another reason acceptable to the Employer.

22.08 Education Leave

- (a) An Employee who is upgrading their employment qualifications through an Employer-approved upgrading course shall be entitled to leave of absence without pay to write examinations required by such course. The Employee shall provide a minimum of seven (7) days written notice of the date of such examination.

- (b) Subject to operational requirements and availability of qualified replacement staff an employee shall be granted unpaid educational leave of the amount requested not exceeding two (2) years unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the Collective Agreement except service for seniority.

ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCES

23.01 Wages

- (a) Employees shall be paid wages as set out in Schedule "A" - Classification and Wages.
- (b) The Employer shall develop and maintain a position description for each bargaining unit position as defined under Schedule "A". A copy of job descriptions will be provided to the Union within three (3) months of signing of this agreement.

23.02 Availability of Salary

- (a)
 - (i) Employees shall receive their salary payments bi-weekly. Overtime pay shall be included in the regular pay cheque for the pay period in which the overtime was earned. On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime, vacation leave bank balances, and all payroll deductions.
 - (ii) Employees shall receive their wages on a bi-weekly basis through direct deposit.
- (b) Employees must have submitted all required payroll documentation, including banking information for direct deposit, seven (7) days prior to the end of the pay period.

ARTICLE 24 NO STRIKE/LOCKOUT

24.01 The Employer agrees that there shall be no lockout during the term of this Agreement. Where it is alleged that this provision has been violated, the Union may file a grievance at Step 2 of Article 8:02.

24.02 The Union agrees that during the term of this Agreement there shall be no strikes, suspensions or slow-down of work, picketing by members of the Union or any other interference with the Employer's business. Where it is alleged that this provision has been violated, the Employer may file a grievance at Step 2 of Article 8:02.

ARTICLE 25 HEALTH AND SAFETY

25.01 Workers' Compensation

- (a) Eligible employees, as defined by the legislation, shall be covered by the Workplace Health, Safety and Compensation Act. Employees must report all injuries in accordance with the Act.
- (b) The Employer and the Union shall make every reasonable effort to have an employee who is covered under the Workplace Health, Safety and Compensation Act return to her former position, and if the Workplace Health, Safety and Compensation Commission determines that the Employee cannot perform her former duties, to another work assignment within the Bargaining Unit.
- (c)
 - (i) Employees in receipt of Workplace Health, Safety and Compensation Commission benefits shall not earn benefits of this Agreement except that they will not lose any years of service.
 - (ii) Employees on modified duties or ease back shall earn the benefits of this Agreement.

25.02 Protective Clothing

- (a) Employees who are required to wear safety boots in accordance with safety regulations will be provided boots at no cost to the employee. Full-time employees will be provided such footwear every eighteen (18) months and part-time / casual employees every twenty-four (24) months for service an employee has with the Company.
 - (i) Where an employee in the performance of their duty suffers any reasonable personal loss and such loss could not have been avoided by following protocols in place by the Employer, the Employer may compensate the employee for any loss suffered up to \$250 in any calendar year
 - (ii) All incidents of loss suffered by an employee shall be reported immediately by an employee to the immediate supervisor or designate.

ARTICLE 26 HEALTH BENEFITS

26.01 **50 / 50**

ARTICLE 27 DURATION

27.01 This Agreement shall be in full force and effect from the date of ratification/signing up to and including October 31, 2023.

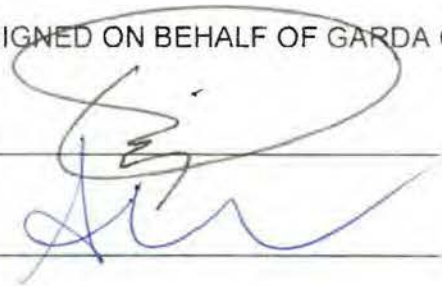
SCHEDULE A - CLASSIFICATION AND WAGES


Classification	Current	Immediately Upon Ratification Vote December 15, 2020	October 1, -2021 –	October 1, 2022
Guard	\$14.15	\$16.90	\$17.15	\$17.41
Team Lead	\$15.40	\$17.90	\$18.17	\$18.44

- **Wages shall be effective immediately upon ratification .**

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 16th
day of December, 2020.

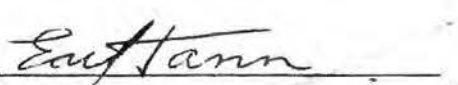
SIGNED ON BEHALF OF GARDA CANADA SECURITY CORPORATION:

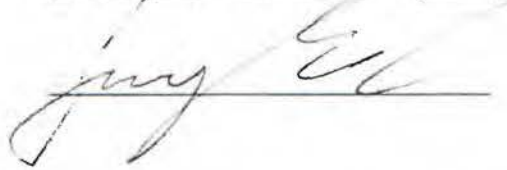


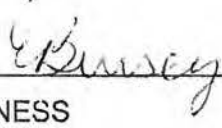


WITNESS

SIGNED ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR
ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES:







WITNESS