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COLLECTIVE AGREEMENT

BETWEEN

**THE CANADIAN CORPS OF COMMISSIONAIRES
VICTORIA, THE ISLANDS AND YUKON DIVISION**

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

RECEIVED
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ARTICLE 1

PURPOSE AND SCOPE OF THE COLLECTIVE AGREEMENT

PURPOSE

- 1.01** The purpose of **this** Agreement is to set forth **and** establish the terms and conditions of employment for those employees **who** come within the scope **of this** Agreement, so that stable and harmonious relationships may be established and maintained between the **Corps**, the employees and the Union, **to the mutual** benefit **of the** parties to **this** Agreement. The provisions of **this** Agreement apply to the **Union**, employees and the Employer.
- 1.02** **Further**, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances to prevent strikes, lockouts, **slowdowns** or other interferences with **work**, unnecessary expense, and avoidable delays in carrying on the most efficient and effective operations of the **Corps'** business, and to ensure, to the fullest extent possible, the provision of the highest quality **of services** to the clients of the **Corps'** business and the protection of property, **within** business operations.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.01** The Union recognizes the right of the **Corps** to operate and **manage** its business in all respects in accordance with its mandate, **goals, commitments** and responsibilities. The **Corps** reserves **any** and all of **its** prior **rights**, which have not been specifically modified, limited, restricted or **released** by particular wording elsewhere in this **Agreement**.
- 2.02** The Union **acknowledges** that, without limiting the generality of the foregoing, the **Corps** specifically reserves the right **to** operate and manage its affairs and facilities, including the right to hire; the right to discipline and discharge employees for just cause; determine job content; assign and schedule work, subject to the terms of the collective agreement; establish methods, process **and** means of performing work; assess the performance of work by employees; design and implement training programs; to **determine** the number of employees to be employed and the duties to be performed.

ARTICLE 3

EFIT AN INTER TATION

3.01 Definitions:

- a. **Part-time employment** is employment where the employee **does** not have a **fixed** schedule and **has** not been appointed to **an** established position at a client worksite. **This** term normally applies only to employees on the “A” List.
- b. **Regular employment** is employment on a regular schedule in **an** assigned established position at a client worksite.
- c. **Seniority** is based on the first day of the employee’s current period of employment **within** the Victoria, the Islands and Yukon Division. It does not take into account previous service **with this** or **any other** Division.
- d. **Detachment** is defined **as** being a single group or a grouping of Commissionaire posts managed by a Division appointed supervisor. A detachment may include more **than** one geographical location and may include Commissionaires employed under more than one contract. The Employer will determine the detachment to which each post is **allocated**.
- e. Post is **an** employee’s particular assignment of duty at the work site, such as at a guard gate, or carrying out **an** internal or external foot patrol.
- f. **“A” List** is the employment group to which all new Commissionaires are assigned, and to which Commissionaires may apply to be assigned at the end of client contracts. Commissionaires on the list must be available for **any and** all assignments at the call of the Dispatcher or the Duty Officer.
- g. Seasonal Employees are employees who have been engaged seasonally **and** who have been given a satisfactory season-end appraisal **and** will be recalled by the Corps in order of seniority for the subsequent work season, subject to operational requirements.
- h. **Term Employees** are employees engaged pursuant to Article 4.03(b) of this Agreement where no Regular Employees are either suitable or available to carry out the specific task **required**. A term employee shall have no seniority **rights** over full-time or part-time employees
- i. The **Corps**, also referred to as the Employer, **means** the Canadian **Corps** of Commissionaires Victoria, The Islands and **Yukon** Division.
- j. Post Orders are specific instructions which define the duties and responsibilities of the employee at the work site.

ARTICLE 4

UNION RECOGNITION

4.01

- (a) The Employer **recognizes** the Public Service Alliance of Canada **Local 05/20500 Union** as the sole and exclusive **bargaining** agent for all Employees of the Employer described in the certificates **issued** by **the** Labour Relations Board:

All Commissionaires employed by the Canadian Corps of Commissionaires (Victoria, the Islands and Yukon) employed at and from the Royal B.C. Museum; Provincial Archives; Municipality of Saanich; Municipality of Oak Bay; City of Duncan: Canadian Forces Base Esquimalt including (Work Point Barracks, Bay Street Armouries, Ashton Armouries, 443 Maritime Helicopter Squadron); Apollo list; Rocky Point Ammunition Depot; Colwood DND; HMCS Malahat Reserve Base: Canada Customs & Revenue Agency; B.C. Ministry of Agriculture, Food and Fisheries; RCMP Sub-Division, 2881 Nanaimo Street; Esquimalt Graving Dock; Canadian Coast Guard, 25 Huron Street; CIVI Television; All Greater Victoria A list/Spare Board; Commissionaires as parking bylaw, security, and jailers; Commissionaires at the Comox Valley RCMP Detachment, 800 Ryan Road, Courtenay; Town of View Royal, parking and bylaw enforcement, 45 View Royal; Ladysmith dry land sort, 100 Ludlow Road, Ladysmith; Royal Bank of Canada parking in Duncan, 395 Trunk Road, Duncan: B.C. Ferries Incorporated security officers at Departure Bay Terminal, 680 Trans Canada Highway, Nanaimo; and Cowichan Valley Motorcycle Association, Cobble Hill c/o 4718 Dons Road, Duncan, B.C.; and the Yukon Detachment as security.

Given at Vancouver, British Columbia, this 6th day of March, A.D. 2001 and as varied under Section 142 of the Labour Relations Code.

- (b) For purposes of this Agreement, the terms "Employee" or "Employees" shall be understood to mean those persons employed by the Corps for whom the Union is the recognized bargaining agent in (a) above, but shall not include Employees working at, or from, the Corps' Headquarters offices in Victoria, Nanaimo, and Whitehorse; Guards and Matrons stationed at RCMP Detachments; or persons mutually agreed to be excluded by the parties and failing such agreement, by order of the Labour Relations Board.
- (c) It is recognized that the "A" List are members of the bargaining unit and covered by this Collective Agreement.

4.02 If during the term of ~~this~~ Collective Agreement, the Employer reclassifies ~~an~~ existing position, ~~the~~ parties will ~~meet~~ to negotiate ~~a~~ new wage rate. If ~~the~~ parties ~~are~~ unable to agree, the issue ~~shall~~ be resolved ~~through~~ the ~~grievance~~ procedure. The ~~new~~ rate of pay shall ~~be~~ retroactive to the date the position was occupied ~~by~~ the Employee.

4.03 PERFORMANCE OF BARGAINING UNIT WORK

(a) A person whose regular job is not in the bargaining unit may perform bargaining ~~unit work~~ at the same level and to ~~the~~ same extent ~~which~~ persons in those positions ~~performed~~ bargaining unit work prior to the date that the ~~Union~~ was ~~granted certification~~.

(b) Where maintenance of a client contract requires a specific skill, ~~gender~~ or representational balances, which cannot be met ~~from~~ within the ~~Corps~~, term Employees shall be hired and they will become members for the duration of their term.

4.04 JOB SECURITY

The ~~Corps~~ agrees not to contract out ~~any~~ work presently ~~performed~~ by Employees ~~covered~~ by ~~this~~ Agreement which would result in the laying ~~off~~ of ~~such~~ Employees.

ARTICLE 5

TATI

5.01 The **Union**, in **conjunction** with the Employer, shall agree **on the number and the jurisdiction** of each Shop Steward, taking into account both operational and geographic considerations. The **Union shall** notify the Employer in writing the name of its representatives.

5.02 A local **Union** representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate Employee complaints, or process a grievance or undertake any other Union business during working hours. Such permission will not be unreasonably withheld. Where practicable, the representative shall report back to his/her supervisor before resuming his/her normal duties.

5.03 Where practicable, **when** the Employer requests the presence of a Union representative at a meeting, such request will be communicated to the Employee's supervisor.

5.04 SHOP STEWARDS

(a) The **Corps** agrees to recognize duly appointed Shop Stewards, provided **the Union has first advised** the **Corps** in writing of the **name** of the Employee so appointed. The Union agrees to advise the **Corps** in writing **of any changes** made **from** time to time.

(b) The Shop Steward must not leave his or **her** assigned **work** area on Union business, without prior permission. Such permission will not be unreasonably withheld.

(c) The necessary time which is spent by a Shop Steward during his or her regular working hours in reporting and resolving grievances, or in **attending** meetings specifically relating to such grievances, shall be considered **to be time worked**.

(d) The Shop Steward shall not be discriminated **against** or disciplined for the proper performance of their duties **on behalf of the Union, as** contemplated by **this** Agreement.

5.05 EXECUTIVE OFFICER VISITS

Upon notification from the Union to **the** Corps Divisional Office that **an** Executive **Officer** from the **Union Local** would like to visit a bargaining Unit **work** site, Divisional Office **shall**:

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- i. **Contact the Client for the work site to obtain permission for the Executive Officer to visit the site for purposes of communicating with the bargaining unit Commissionaires.**
- ii. **Establish a date and time for the visit agreeable to both the Client and the Executive Officer,**
- iii. **If permission is denied from the Client, attempt to determine the reason for refusal and relay same back to the Executive Officer.**

ARTICLE 6

USE OF EMPLOYER FACILITIES

- 6.01** The Employer will make available specific locations on its premises under its control ~~within~~ the bargaining unit, for the placement of reasonable quantities of literature of the Union.
- 6.02** A duly accredited representative of the Public Service Alliance of Canada shall be permitted access to the premises the Employer controls to assist in the resolution of a complaint or grievance and to attend meetings called by management or the Union.
- 6.03** Subject to operational requirements, the ~~Corps may~~ permit union representatives to use the Corps' local telephone/fax and email systems, for the purpose of conducting legitimate union business.

ARTICLE 7

EMPLOYEE ORIENTATION

- 7.01** Upon assignment to a regular position within the bargaining unit, an Employee will be ~~permitted~~ to ~~meet~~ with a Shop Steward for a reasonable period of time, as part of the Employee's orientation for the position.
- 7.02** The President of Local 05/20500 or his designate will be ~~permitted~~ to meet with all new Commissionaires during their Basic Standards Training program for a reasonable period of time, as part of the Employee's orientation.
- 7.03** The Employer shall ~~make~~ every reasonable effort to provide thirty (30) days advance notice of each course specified in clause 7.02 to the Union local.

ARTICLE 8

RAND FORMULA

- 8.01** For the purpose of applying this Article, deductions from pay for each Employee in respect of each calendar month will **start** with the first full calendar month to the extent that **earnings are** available,
- 8.02** The **Union** shall **inform** the Employer **in** writing of the authorized **monthly** deduction **to** be checked **off** for each Employee for initiation fees, **dues** and arrears **and** of any changes in the amounts to be deducted.
- 8.03** All monies deducted from Employees' earning pursuant to **this** Article, are to be forwarded to the Comptroller of the **Union**, together with a list of Employees to whom the monies **are** to be credited, and, if so authorized in writing by the Employer, the **names**, addresses **and** social insurance numbers of new Employees **hired**, **on** or before the 15th day of the **month** following the **month** in which the monies were deducted.
- 8.04** No Employee organization, other than the **Union**, shall be permitted to have membership dues and other monies deducted by the Employer **from** the pay of Employees in the bargaining unit.
- 8.05** The **Union** agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of **an** error **committed** by the Employer limited to the amount actually involved in the error.
- 8.06** The Employer shall provide to the **Union**, on a quarterly basis, a complete list of all persons employed by the Employer at work sites certified to the Union. This list **shall** indicate who is included **and** who is excluded **from check-off**:
- 8.07 MEMBERSHIP**
- (a) All Employees in the bargaining unit who, either at the date of certification, or on the date(s) of any subsequent variation of the certification, were members of the **Union** shall, **as** a condition of employment, **maintain** such membership.
- (b) All Employees hired after the date of certification or after the date of any subsequent variation of the certification **shall**, as a condition of **continued** employment, become members of the **Union**, **and** **maintain** **such** membership, upon completion of **a thirty (30) day** trial period **as** an Employee, at work sites certified to the **Union**.

(c) Nothing in this Agreement shall be construed as requiring a person who was an Employee prior to the date of certification, or prior to the date of any subsequent variation of the certification, to become a member of the Union.

8.08 CHECK-OFF: ASSIGNMENT OF WAGES

Upon completion of a thirty (30) day trial period the Employer shall as a condition of employment deduct Union dues from the wages or salary as follows:

- i. all Employees working at a certified site;
- ii. all Employees on the A list;
- iii. all persons working at a certified site (excluding management)
- iv. all Employees (as defined in Article 4) working at a site that is not certified,

8.09 CHECK-OFF: PROCESS AND PROCEDURES

- (a) The Union recognizes and agrees that the Corps' obligation to deduct such is expressly restricted to making only such deductions as are permitted by law.
- (b) Upon resignation, layoff, or termination for cause, the Corps will deduct the current month's dues from the Employee's final pay cheque and remit it to the Union.
- (c) In the event that the Union alleges any violation by the Corps of this Article, notice of such alleged violation shall be given to the Corps in writing. If the matter is not resolved between the Corps and the Union, either party may then refer the issue to the grievance procedure.

ARTICLE 9

INFORMATION

- 9.01** The Employer, ~~when~~ authorized by the employees to do so, shall provide the Local, within a period of ~~fifteen~~ (15) days, with ~~the~~ names and work location of newly appointed regular employees in the bargaining unit.
- 9.02** The Union agrees to supply each employee with a copy of the **Collective** Agreement. The parties agree to ~~share~~ equally, the cost of printing the collective agreement.
- 9.03** The Employer agrees to provide to the President of the Local **Union** of PSAC a copy of the Employer's current organization chart and as amended from time to time.
- 9.04** The Employer shall provide the President of the Local Union of the PSAC a copy of the Division Policies and Procedures Manual ~~as~~ existing at ~~the~~ signing of ~~this~~ Collective Agreement and ~~as~~ amended from time to time.
- 9.05** Upon request of an employee, the personnel file of the employee ~~shall~~ be made available for his/her examination in the presence of ~~an~~ authorized representative of the Employer.

ARTICLE 10

STRIKES AND LOCKOUTS

10.01 NO STRIKES OR LOCKOUTS

The Union agrees that during the **term** of **this** Agreement there **will** be no slowdown or strike, stoppage of work or **refusal** to work or to continue to work. The **Corps** agrees that during the term of **this** Agreement there will be no lockout.

10.02 Where one or more employees express concern for their safety in attempting to **cross** a picket-line or similar demonstrations on or at the Employer's premises, the Employer will ensure **a** safe access **to** the workplace. No employee will be disciplined if he/she refuses to **cross** a picket line or similar demonstration.

ARTICLE 11

NO DISCRIMINATION

11.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to **any** employee by reason of race, colour, ancestry, place of origin, political belief, religion, marital **status**, family **status**, physical or mental disability, sex, sexual orientation, age, or because that person **has** been convicted of a criminal or regulatory offence that is unrelated to the employment or to the **intended** employment of that person; or membership or activity in the Union.

11.02 COMPLAINT PROCESS

- (a) If **an** employee complains that he/she **has** been the subject of discrimination including sexual or personal harassment, then the employee shall follow the process set out in Article 12 for the purpose of attempting to resolve the complaint.
- (b) If the employee's complaint is not satisfactorily resolved pursuant to Article 12.02(a), then the employee may submit a grievance at Step **Two** of the grievance procedure.

ARTICLE 12

NO HARASSMENT

12.01 COMPLAINT PROCESS

- (a) If **an** employee complains that he/she **has** been the subject of discrimination, including sexual harassment **and** personal harassment, **then** the employee **shall** follow the process set out in the Employer's procedures, rules and regulations for the purpose of attempting to resolve the complaint. The employee **will** be entitled to **Union** representation at all stages of the complaint process.

- (b) If the employee's complaint is not satisfactorily resolved pursuant **to** Article 12.01 (a) then the employee may submit a grievance at Step **Two** of the grievance procedure.

ARTICLE 13

POLITICAL RIGHTS

13.01

- (a) The Employer shall place no restriction on the **rights** of employees to participate in the political process including the right to run for **an** office or campaign for the candidate(s) of their choice.
- (b) If **an** Employee is elected to **an** office, he/she shall be entitled to leave without pay, Upon completion of the term or office, the employee will be placed on the "A" list.

ARTICLE 14

STATUTORY HOLIDAYS

14.01 The following shall be paid holidays:

- (a) New Year's Day*
- (b) Good Friday*
- (c) Victoria Day*
- (d) Canada Day*
- (e) British Columbia Day (Discovery Day in the Yukon)*
- (f) Labour Day*
- (g) Thanksgiving Day*
- (h) Remembrance Day*
- (i) Christmas Day*

14.02 The qualifications for statutory holiday pay and entitlements shall be in accordance with either the Employment Standards Act of ~~British~~ Columbia or the Yukon, as the case may be.

ARTICLE 15

VACATION LEAVE

15.01 ANNUAL VACATION

An employee ~~shall~~ be entitled to an ~~annual~~ paid vacation in accordance with the Employment Standards ~~Act~~ in British Columbia or the Yukon, as the ~~case~~ may be. After ~~the~~ completion of each ~~year~~ of employment, an employee will be entitled to an ~~annual~~ vacation of two (2) weeks and one (1) additional ~~week~~ for employees ~~who~~ have completed five (5) ~~continuous~~ years of employment with the Corps.

15.02 PROCEDURE

The procedure for the scheduling ~~and~~ taking of holidays shall be in accordance with the Employer's ~~annual~~ vacation policy.

15.03 VACATION PAY

- (a) All employees ~~will~~ be paid the vacation pay to which they are entitled ~~within~~ twelve (12) ~~months~~ of the completion of the year of employment for which the employee became entitled to the vacation.
- (b) Vacation pay will be calculated at the rate of four (4%) in accordance with the Employment ~~Standards Act~~ of British Columbia or the Yukon, as the case may be. In British Columbia, in the ~~fifth~~ and following years ~~from~~ enrolment date, vacation pay increases to ~~six~~ (6%) percent. The only break in service which ~~counts~~ towards qualifying for ~~six~~ (6%) vacation pay is when an employee is placed on the Supernumerary List.
- (c) Vacation pay ~~earned~~ in the first year will be paid in the following year, not in the year in which it is ~~earned~~.
- (d) In British Columbia, there will be no advance payments of vacation pay if vacation is not actually ~~taken~~. Vacation pay will only be issued just prior to commencement of ~~an~~ approved vacation period. In ~~the Yukon~~, vacation pay may be ~~drawn~~ without actually ~~taking~~ leave, but only after acceptance of a request for waiver of ~~annual~~ vacation.
- (e) Vacation pay ~~will~~ be ~~subject~~ to the normal statutory payroll deductions.

15.04 FLOATER BONUS DAY

- (a) **An** employee is entitled to **one (1)** additional bonus floater day (prorated for part time employees) scheduled by **mutual** agreement between the employee **and** the employer.
- (b) **The** bonus **day** will be accessible to **all** bargaining unit employees upon **successful** completion **of their** initial 90 **days** probationary period.
- (c) If the bonus floater day is not **used** in the fiscal year earned it will be paid out after March 31st of that year by April 30th of that year.

ARTICLE 16

LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

- 16.01** The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board.
- 16.02** The Employer will grant leave ~~With~~ pay to ~~employee(s)~~ who are ~~meeting~~ with management on behalf of the Union, other *than* contract negotiation meetings.
- 16.03** The Employer Will grant leave with pay to an employee who is party to ~~an~~ arbitration between the parties.
- 16.04** The Employer will grant leave without pay to a reasonable number of ~~employee(s)~~ representing the Union before ~~an~~ Arbitration Board.
- 16.05** The Employer ~~will~~ grant leave ~~with~~ pay for up to three employees, to a maximum of 160 regular hours in total for ~~all~~ three employees, for the purposes of attending negotiations for the renewal of the Collective Agreement,
- 16.06** The Employer will grant leave without pay to employees selected ~~as~~ delegates to attend Executive Council meetings and conventions of the Union ~~and~~ the conventions of ~~the~~ Canadian Labour Congress ~~and~~ conventions of Provincial Federations of Labour, subject to operational requirements.
- 16.07** . The Employer will grant leave without pay to employees who exercise authority of a Representative on behalf of the Union to undertake training related to the duties ~~of~~a representative, subject to operational requirements.
- 16.08** Recognizing that circumstances may arise whereby ~~an~~ employee is required to perform administrative or executive duties ~~or~~ behalf of ~~the~~ Local, the Employer agrees to grant leave without pay, subject to operational requirements.
- 16.09** ~~An~~ employee who ~~has~~ been elected or appointed to a full-time office of the ~~Union~~, the Local or the Council shall be entitled to leave without pay for the period during which ~~he/she~~ is elected or appointed to hold office. ~~During~~ the above-mentioned leave, the employee will continue to contribute to and accrue benefits ~~as~~ though ~~he/she~~ ~~was~~ at work. The employee will also cover the Employer's normal contribution to these benefit plans during this period of time.
- 16.10** An employee who returns to ~~work~~ with the Employer ~~after~~ a period of leave granted under ~~this~~ Article shall have the time spent on leave credited for purposes of seniority. Such ~~an~~ employee has the right to return to ~~his/her~~ position if available ~~and~~ if such position is not available, then ~~shall~~ be assigned to the "A" List.

ARTICLE 17

OTHER LEAVE WITH OR WITHOUT PAY

17.01 FAMILY RESPONSIBILITY LEAVE

- (a) Employees are entitled to up to five (5) days of unpaid leave during each ~~calendar year to meet~~ their responsibilities related to the health, care or education of a child in their care, or the care of health of any other member of their immediate family, as defined in Article 17.06 (a) hereof. (~~defined~~ in *Bereavement leave sub article*)
- (b) Where possible, supervisors should be given a least twenty-four (24) hours notice of a request for such leave.

17.02 JURY DUTY

- (a) Leave without pay will be granted and all benefits will continue during absence on jury duty. On completion of such duty, Employees will be returned to their previous employment.

17.03 COURT APPEARANCES

- (a) Employees will be reimbursed for wages lost due to a court appearance, less any amount reimbursed by the court, or the party-issuing the subpoena when serving as a subpoenaed witness, if the court proceedings are in relation to the performance of the Employee's duties for the Corps.
- (b) Employees will advise their immediate supervisor and the Headquarters dispatcher of the date(s) which they will be absent from their work site, upon receipt of the subpoena or court document.

17.04 LEAVE FOR CULTURAL AND RELIGIOUS OBLIGATIONS

The Employer shall make every reasonable effort to accommodate an Employee who requests time off to fulfill his/her religious or cultural obligations. Employees may, in accordance with the provisions of this Agreement, request annual leave, or a shift exchange in order to fulfill their religious obligations.

17.05 BEREAVEMENT AND SPECIAL OCCASION LEAVE

An Employee shall be granted leave of absence for up to three (3) days with pay under the following circumstances:

- (a) To attend the funeral or **memorial** service of a member of the Employee's immediate family. "Immediate family" means a spouse, including a **common** law spouse, a child, father, **mother**, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, brother-in-law or sister-in-law;
- (b) **On** the Employee's wedding day; and/or
- (c) **On** the other special occasion **as** approved by the **Corps**, in its sole discretion.

17.06 MATERNITY LEAVE

- (a) A pregnant Employee who requests pregnancy leave will be granted up to seventeen (**17**) weeks of unpaid leave:
 - i. Beginning **no** earlier than eleven (**11**) weeks before the expected birth date **and** no later **than** the actual birth date; **and**
 - ii. **Ending** no earlier **than** six (**6**) weeks after the actual birth date, unless the Employee requests a **shorter** period, or no later than seventeen (17) weeks **after** the actual birth date.
- (b) An Employee who requests leave **after** the birth of a child or the **termination** of a pregnancy will be granted up to **six** (6) consecutive weeks of unpaid leave beginning on the date of the birth, or of the termination of the pregnancy.
- (c) An Employee who is unable to return to duty **on** the completion of pregnancy leave for reasons related to the pregnancy or termination of a pregnancy will be granted up to an additional **six** (6) weeks of leave without pay on application to the **Corps**.
- (d) Pregnancy leave must be requested in writing at least four (**4**) weeks before the date the leave is requested to begin.

17.07 PARENTAL LEAVE

- (a) An Employee who requests parental leave **as** the result of a **birth** or adoption will be granted leave, without pay **as** follows:
 - i. For a birth mother, up to thirty-five (**35**) consecutive weeks immediately after the **end** of pregnancy leave, unless a request for other dates is made by the mother and approved by the **Corps**;
 - ii. For a birth mother who **does** not take pregnancy leave, up to thirty-seven (**37**) consecutive weeks beginning **after** the child's birth **and** within **fifty-two** (**52**) weeks after the event;

- iii. For a birth father, up to thirty-seven (37) consecutive weeks beginning after the child's birth and within **fifty-two (52)** weeks after the event; and
 - iv. For **an** adopting parent, up to thirty-seven (37) consecutive weeks beginning within **fifty-two(52)** weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring **an** additional period of parental care, up to **an** additional five (5) weeks will be granted, beginning immediately after the end of the approved parental leave.
 - (c) Parental leave must be requested in writing at least four (4) weeks before the date that leave is requested to begin.
 - (d) An Employee's combined entitlement to pregnancy and parental leave is limited to **fifty-two (52)** weeks, plus a maximum of five (5) additional weeks of leave which may be granted **under** Article 17.10(b).

17.08 MILITARY DUTY LEAVE

- (a) A maximum of twelve (12) months leave **of** absence without pay will be granted to Employees who are members of the Reserve force and are selected for extended full-time service **on** peacekeeping or other missions. Reservists shall give the Corps a minimum of three (3) weeks advance notice.
- (b) A **maximum** of two (2) weeks continuous leave without pay may be **granted** annually to Employees who are **members** of **the** Reserve Force for military training or equivalent duty. This leave will normally be in addition to annual vacation. It is recognized that **this** training normally takes place during the May to September period when Employee leave is restricted, but the **Corps** will allow such leave provided that application is made in sufficient time for the Corps to find a suitable replacement.
- (c) Special consideration will be given to Employees requiring leave for **military** training exceeding ten (10) working days in any one year. This leave may last up to **an** additional two (2) weeks, but will **depend** on the availability of qualified replacements.
- (d) Special leave for extended **full-time** service of six (6) or more months may also be authorized, at the **Corps'** discretion, if sufficient notice is **given** to allow the recruitment and **training** of a suitable replacement.
- (e) During leave for extended military duties, Employee benefits will **remain** in effect.

17.09 LEAVE TO VOTE

Employees will be given the required **time** off to vote in municipal, provincial and federal elections in accordance with the statutes which govern such elections.

17.10 SPECIAL LEAVE

(a) Most requirements for absence from duty **can** be accommodated by the normal entitlements described in Articles **17.01, 17.05, 17.07, 17.08, and 17.10**. If these normal entitlements **are** insufficient to provide adequate time for resolution of family problems, for extended travel, or for absence for military service, Employees may, upon approval of a **written** request to the Chief Executive **Officer**, be granted up to six (6) **months** of unpaid Special Leave.

(b) Upon completion of the special leave the following shall apply:

Personnel absent for more than one **(1)** month of Special Leave will be transferred to the Supernumerary List for the duration of their absence. If the Special Leave is for a period of up to three (3) **months**, the employee shall be returned to duty in their former position. If the Special Leave is for a period in excess of **three** (3) months, on their availability for return to duty, they **will** be transferred to the "**A**" list. Every effort will be made to find suitable full-time employment **within** the bargaining unit **as soon as** possible; however, **there** is no guarantee that the member will return to his/her former detachment or obtain **full-time** employment.

(c) Special Leave will be requested and approved in accordance with the Employer's leave policies and procedures.

17.11 PROCEDURES

(a) The procedure for the application for and the taking of the leaves set out **herein** shall be in accordance with the Employer's leave policy **and** procedures.

(b) Leaves taken pursuant to Articles **17.05, 17.06, 17.08, and 17.10** shall be in **accordance** with *Section 56 of the Employment Standards Act*.

ARTICLE 18

SICK/PERSONAL NEEDS LEAVE

18.01

- (a) Employees shall be entitled to be absent from work for sick or personal needs leave for a period of ~~three~~ days annually, with pay, (prorated for part time employees), ~~on~~ application.
- (b) Employees will not be entitled to Sick or Personal Needs Leave during ~~their~~ Probationary Period (first 90 days of employment) however will be entitled to sick/personal ~~needs~~ leave for use upon successful completion of ~~their~~ probationary period.

18.02

- (a) ~~An~~ employee shall be granted sick leave provided that ~~he/she~~ satisfied the Employer ~~as~~ to ~~his/her~~ entitlement in the manner prescribed below:
- (b) Pursuant to (a) above, the Employer may require ~~an~~ employee to provide evidence ~~as~~ to the nature ~~of~~ ~~his/her~~ illness or injury, or that ~~he/she~~ has been in quarantine:
 - (i) By presentation of a medical certificate indicating that, in ~~the~~ judgment of the attending physician, the employee was or is incapable of performing ~~his/her~~ duties; or
 - (ii) By the completion of an affidavit signed by the employee stating that because of illness or ~~injury~~, ~~he/she~~ was unable to per form ~~his/her~~ duties. The Employer has the ~~right~~ to request a medical certificate where the Employer has reasonable cause to believe that the employee is abusing the trust inherent in the affidavit system, provided the request is made prior to the employee's return to work.

18.03 If the Employer requests a medical certificate, the Employer will bear the cost of such a certificate.

18.04 When an employee is unable to work due to illness or ~~injury~~, and the absence is expected to be of ~~an~~ extended duration, a Record of Employment may be issued by the ~~Corps~~ at the request of the employee to apply for employment insurance sick benefits.

- 18.05 **When an** employee is fit to **return to** duty, the employee shall contact the dispatcher if in the Victoria **area**, or the area supervisor if outside the Victoria **area**, before returning to work.
- 18.06 **Depending on** the nature of the **illness** and the ability of the employee to return **to** the duty to which they were assigned at the commencement of sick leave, employees will be reassigned **to** their position if they return to duty **with** a doctor's certificate **within three months** of the commencement of sick leave.
- 18.07 If **an** employee does not meet the criteria set out immediately above, the employee will be **reassigned** to the "A" list.
- 18.08 Employees shall immediately report **all injuries as soon after** the injury **as** possible. A **Report** of Injury form will be completed when an employee has been injured at work for **all injuries**, even if the **injury** does not result in lost time **from work**.
- 18.09 Employees will be allowed to accumulate **their unused sick/personal needs** leave allotment **under** the following criteria:
- (a) **Unused** sick/personal needs leave will be rolled over from one **fiscal** year to the next and banked (in a dollar **amount**) under that employees name;
 - (b) Banked sick allotments can only be **used** for **certified** sick days; **and,**
 - (c) Banked sick allotments cannot be **cash**ed out during the employees regular employment **with** the Corps.
- 18.10 Employees upon retirement or resignation will be entitled to be paid out at 60% of **their** accumulated allotment.
- 18.11 Employees who are terminated for just cause will lose their accumulated allotment and will not receive a pay out.

ARTICLE 19

SEVERANCE PAY, LAYOFF AND RECALL

19.01 WORK SITE MANNING REDUCTIONS

- (a) All job assignments are strictly based on the availability of client contracts.
- (b) Whenever practicable, seniority within a work site will be acknowledged and the employee(s) with the least seniority will be identified as the employee to be laid off. It is recognized, however, that it may not always be appropriate to use seniority as a criterion. There may be instances where job skills, supervisory skills, client preferences or other factors must be taken into account by the Corps, in its sole discretion, in determining which employees are to be laid off.
- (c) When a reduction in ranks, levels or the number of positions occurs within a work site, the Corps will attempt to reassign employees to suitable alternate employment within the bargaining unit. If it is not possible to reassign employees, the Corps, in its sole discretion, will determine which employees are to be laid off.
- (d) When seniority is utilized as the sole criteria to determine employees to be laid off, the following process will apply:
 - (i) If more than one position exists within the work site at the same rank/level as the position being eliminated, or reduced in rank or level, the Detachment Commander will identify all positions at that rank/level that require qualifications similar to the position identified for elimination, or reduction in rank or level.
 - (ii) the seniority of all employees occupying positions so identified will be reviewed and the employee(s) with the least amount of seniority within the work site will be laid off.
 - (iii) Where seniority at the work site between individuals is identical. Then Corps seniority will take precedence.
 - (iv) The employee(s) identified for layoff will be given one of the following options:
 - (a) to accept a position at the lowest rank/level within the work site. If this option is accepted, the employee at the lowest rank/level with the least seniority will be laid off.
 - (b) to be laid off from the work site and be governed by the conditions described in Article 6.13.

(v) The bumping process described above will not be extended beyond the work site where **the** reduction(s) have occurred.

19.02 CONTRACT TERMINATIONS

At the end of **fixed term** contracts, or when a contract **i s** terminated for any reason, employees will be given as much notice **as** possible of the termination date of **their** employment at the **work** site. Every attempt **will** be made to provide the length of notice required by the terms of the applicable *Employment Standards Act*.

19.03 STAFF REDUCTION OR CONTRACT TERMINATION PROCESS

- (a) When staff reductions, or contract termination result in potential loss of employment, **every** effort will be made to find alternate, suitable employment at the earliest possible date, within the bargaining unit.
- (b) When immediate reassignment is not possible, employees selected for layoff, **as a result of staffing** reductions, or losing positions **as a result of the termination of** a contract for any reason, will be given the following option:
 - (i) Employees may apply for transfer to a recall list, where they will be given priority **for** placement in available **bargaining** unit positions, for a period **of sixty (60)** calendar days. When a position becomes available, it will usually be offered to employees on the list in order of seniority **within the Corps. However,** it is recognized that there may be instances where **work** skills, supervisory skills, client requirements or **other** factors must be taken into account by the *Corps*, in its discretion, in determining whether or not the employee with the most **seniority** will be offered a specific position.
 - (ii) Employees may take their release from the *Corps*.

ARTICLE 20

SENIORITY

- 20.01** Seniority is defined **as** length of service of the employee at his or her work site from the date **of** assignment to that work site. Bargaining unit seniority is the length of continuous service with the **Corps**.
- 20.02** When two (2) **or** more employees commence work **on** the same day at a work site, their relative seniority shall be determined with reference to the employee's bargaining unit seniority.
- 20.03** The *Corps* shall maintain seniority lists showing the date upon which each bargaining unit employee's service with *Corps* commenced and the date of assignment to the work site, in accordance with Article 20.01. Those lists of employees in the bargaining unit shall be sent to the Union and posted in March and September of each year. An employee shall have sixty (60) days to bring any errors to the attention of management.
- 20.04**
- (a) There shall be a probationary period of ninety (90) calendar days for all employees.
 - (b) The *Corps* may reject a probationary employee at any time during the probationary period for cause. The test of cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which the employee has been appointed.
 - (c) Where a written performance evaluation indicates doubt as to the probationary employee's suitability for status **as** a regular employee, the *Corps* may, at its sole discretion, extend the probation period.
 - (d) Employees who remain in the employ **of** the *Corps* for their complete period of probation shall have seniority effective **from** their most recent date of hire by the *corps*.
- 20.05** **An** employee shall lose his/her seniority in the event that the employee:
- (a) is discharged for just cause **and** is not reinstated by **an** Arbitrator or under the Grievance Procedure;
 - (b) resigns in writing;
 - (c) is absent **from** work in excess of seven (7) working days without the approval of the *Corps*;

- (d) is laid **off and** fails to return to work within ten (10) working days **after** he/she **has** been notified by registered mail to do **so** by the **Corps**;
 - (e) works for a competitor in the security services **industry** while on leave **from** employment **with** the **Corps** without the written approval of **the Corps** (to apply to regular full-time employees **who** are scheduled to work thirty **(30)** or **more hours** per week **and** who have completed probation).
- 20.06 Employees temporarily appointed or on **an** acting assignment outside the bargaining unit shall retain and accumulate seniority, for **a** period not to exceed ninety (90) days **and** shall retain that seniority for **a** period not to exceed one **(1)** year **from** the date of appointment/assignment.
- 20.07 No employee shall be transferred without his or her permission to a position nor required **to** perform any work outside their bargaining unit.

ARTICLE 21

EMPLOYEE STATUS/GENERAL CONDITIONS

21.01 ELIGIBILITY, SELECTION, RECRUITMENT, TRAINING AND ENROLMENT

The eligibility, selection, recruitment, training and enrolment of Employees shall be determined exclusively by the **Corps**. All potential Employees of the Victoria, the Islands and Yukon Division must meet the applicable training standards of the National Master Standing Offer (NMSO) and the licensing requirements of the Private Investigators and Security Agents Act of British Columbia or the Private Investigators and Security **Guards** Act of the Yukon Territory prior to being considered for hiring or enrolment as an Employee.

21.02

- (a) New Employees will be assigned directly to the "A" List. From the time of enrolment in the **Corps**, all Employees, including re-enrollees, will be on probation for a three month (90 day) suitability assessment period. The **Corps** may terminate employment at any time during the probation period for unsuitability.
- (b) As regular positions in work sites become available, or as new work sites are formed, Employees will be assigned to fill them on a one month work site trial basis which could run concurrently with the three month (90 days) probationary period specified in sub Article 21.02(a).
- (c) In the event that the Employee is found unsuitable during the work site trial period the Employee will be returned either to the original work site or to the "A" List, as the case may be.
- (d) Assignments to work sites or to a specific short-term duty are made by Division Headquarters. Exchange of duty may only be made with the prior approval of the work site supervisor if assigned to a work site, or by the dispatcher if assigned to the "A" List.
- (e) Employees unable to report to duty for any reason shall immediately notify their supervisor or Headquarters so that a replacement may be assigned. **When** Employees are again available for duty, they shall report to their supervisor or Headquarters for advice on the time and place of their next duty. In case of absence due to illness, a doctor's certificate substantiating the illness may be required.

21.03 RETIREMENT AGE

The Corps **has** no mandatory retirement age. Employees may continue to serve **as** long **as** they are capable of performing **their** duties, and a client is willing to have them work at the client site.

21.04 QUALIFICATIONS

It is the responsibility of the Employee to maintain the currency of all security guard-qualifications throughout the course **of** their employment. **Courses** required to be taken to **maintain** such qualifications shall be approved in advance **and** paid for by the Corps.

21.05 CONFIDENTIALITY

All Employees will swear or affirm an Oath of Office and Secrecy, in **a form** provided by the Corps.

21.06 DRESS AND DEPARTMENT

- (a) Items of uniform and accoutrements are defined **as** "uniform", and will be issued, maintained and replaced **as** required by the Corps.
- (b) Employees shall adhere strictly to the Corps' requirements regarding dress **and** department **as** specifically set out in the Policy and Procedures Manual.
- (c) Employees shall be reimbursed for **costs** to *dry* clean their Uniforms up to the amount paid by the **Corps** to its contracted Dry Cleaning company.

21.07 SEASONAL EMPLOYEES

Shall be governed by the following:

- (a) **Seasonal** Employees who have been given a satisfactory season-end appraisal will be recalled to the work site in order of **seniority** for the subsequent work season, subject to operational requirements;
- (b) Unless otherwise provided for in **this** Agreement, **seasonal** Employees shall be entitled to **all** provisions of this Collective Agreement. Seasonal Employees shall receive vacation pay at season **end**. Seasonal Employees will be eligible to participate in **any** Benefit Plans during the time **they** are employed in accordance with the qualifying terms and conditions of such Plans; and
- (c) **Seniority** for seasonal Employees shall be calculated **on** the basis of all time actually worked **and** shall be determined on a cumulative basis.

ARTICLE 22

PAY ADMINISTRATION

22.01 Employees shall be paid on a bi-weekly basis at the rate of pay to which he or she is entitled as prescribed in Appendix "A" (Rates of Pay).

22.02

- (a) Upon **initial** appointment, **an** Employee shall be paid the hourly rate prescribed for the position.
- (b) An Employee appointed to a **higher** hourly rated position shall be paid the hourly rate prescribed for **the** position.
- (c) Opportunities to be appointed to a **higher** hourly rated position shall be distributed on **an** equitable basis **among** qualified Employees at the Detachment.

22.03 WAGES

Wages will be paid in accordance with Appendix "A" attached hereto.

22.04 EFFECTIVE DATE

Wages **and** benefits will be effective from the date of the ratification of this Agreement, unless otherwise specified.

ARTICLE 23

TRAVEL EXPENSES

23.01 Employees traveling for the purpose of conducting business on behalf of the Employer will be reimbursed actual and reasonable expenses incurred. The Employer agrees to continue the current practice of providing advances for Employee's expenses.

23.02 Time spent in transit to attend training or to conduct business **on** behalf of the **Corps** shall be treated **as** time worked, and will be paid at straight time rates to a maximum of eight (8) hours in any one day. Time spent traveling to courses, training sessions, conferences and **seminars** shall not be paid unless the Employee is required to attend by the Employer.

23.03 For the purposes of this Agreement, traveling time is compensated for only in the circumstances and to the extent provided for in this Article.

23.04 When **an** Employee is required to travel on Employer business, the time **of** departure and the means of such travel shall be determined by the Employer and the Employee will be compensated for travel time in accordance with clause **23.02**. Traveling time shall include time necessarily spent at each stopover enroute.

23.05 For the purpose of clause **23.02**, the traveling time for which **an** Employee shall be compensated is **as** follows:

(a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, **as** determined by the Employer; and

(b) For travel by private means of transportation, the normal time **as** determined by the Employer, to proceed from the Employee's place of residence or workplace, **as** applicable, direct to the Employee's destination and upon the Employee's return, direct back to the Employee's residence or workplace.

23.06 USE OF PERSONAL VEHICLE

An Employee **required to** use their personal vehicle for the purpose of conducting business on behalf of the Employer where the Employer does not provide a vehicle will receive a mileage rate in accordance with the National Master Standing Offer in effect at the time of the vehicle use.

ARTICLE 24

SUSPENSION AND IPI

- 24.01** Where it appears during **any meeting** with **an** Employee, that the nature of such a meeting must change to **an** investigation which could result in the disciplining of that Employee, that meeting must be immediately terminated.
- 24.02** **When** an Employee is required to attend a **meeting**, the purpose of which is to conduct **an** investigation or to render a disciplinary decision concerning **him/her**, the Employee is entitled to have, at **his/her** request, a representative of the Union attend the **meeting**. Where practicable, the Employee shall receive a **minimum** of twenty-four **(24)** hours notice of such a meeting and the written reasons for such a meeting.
- 24.03** No Employee will be disciplined without just and reasonable cause. When **an** Employee is suspended from duty, the Employer undertakes to notify the Employee in **writing** of the **reason** for such **suspension** **within** 72 hours.
- 24.04** Discipline, when imposed, shall be imposed in a timely manner. An Employee shall be made aware of all disciplinary reports that have been placed **on** the Employee's performance file. The **Corps** shall not introduce as evidence in a hearing related to discipline or discharge any document from the file of **an** Employee the contents of which the Employee **was** not aware of at the **time** of **filing**, or **within** a reasonable period thereafter.
- 24.05** The Employer agrees that discipline should be corrective in nature and depending upon the nature of the infraction should normally impose a verbal or written warning before imposing a suspension or resorting to termination.
- 24.06** In cases of **written** reprimand, suspension or dismissal, the Employer shall provide the Local President with a **written** record of any disciplinary action taken against the Employee including the **reason(s)** for the disciplinary action within seventy-two **(72)** hours **of the** action.
- 24.07** *Whistle blowing* Protection. No Employee will be **disciplined** for reporting **any** abuse of office by the Employer or any representative of the Employer.
- 24.08** **DISCIPLINE**
- The Employer is **committed** to a full and proper investigation of all alleged employment **infractions** and the application of necessary discipline in a fair, equitable and consistent **manner**.
- 24.09** A document or **written** statement, other **than** a performance appraisal or a record of suspension, related to disciplinary action, which may have **been** placed on the

personnel file of an Employee, shall, upon the written request of an Employee, be destroyed after the expiration of two (2) years since the disciplinary action was finally resolved, provided that no further disciplinary action has been recorded during this period.

ARTICLE 25

HEALTH AND SAFETY

- 25.01** The Employer and the Union agree that work practices shall be governed by the British Columbia and Yukon Health and Safety Acts. The Employer may develop and issue safe practice regulations in consultation with the Health and Safety Committee.
- 25.02** *Joint Health and Safety Committee.* A Joint Health and Safety Committee shall be formed of Employer and Union representatives at Headquarters, relating to work sites that are not covered under Section 118 of the *Occupational Health and Safety Act – Multiple Employer Workplace or Prime Contractor*. The Joint Committee will operate in accordance with Division 4 – Joint Committee and Worker Representatives, as stipulated by the *Occupational Health and Safety Act*.
- 25.03** The Employer shall provide protective clothing and equipment, except for safety footwear, that are required in the performance of the employee's duties. Where protective clothing is supplied, the Employer agrees to furnish, replace or repair any such damaged clothing.
- 25.04** The Canadian Corps of Commissionaires provides a smoke-free work environment at work sites under its control.

ARTICLE 26

STAFFING PROCEDURE

26.01 The employer shall make every reasonable effort to notify all employees on leave or offshift of all job opportunities through such avenues as pay stub mailing, Job Opportunity line, faxes to worksites, newsletters, website.

26.02 The postings shall be for minimum of seven (7) days, and the posting shall indicate the closing date. The posting shall be restricted to the detachment where the vacancy occurs. If a suitable candidate is not found, the posting may be reposted Division wide for a minimum of seven (7) days, and the posting shall indicate the closing date.

26.03 The posting shall contain the requirements and the wage of the job opportunity. In this Article, "requirements" means skills, qualifications, abilities, and experience, license and certification.

26.04 The requirements contained in the posting shall conform to clients' requirements.

26.05 The posting shall be forwarded to the Union for information at the same time as its communication to the bargaining unit.

26.06 All non-probationary employees who apply for a job opportunity shall be considered to be candidates in the selection process.

26.07 The candidates for the job opportunities will be evaluated according to the posted requirements. In filling the job opportunity, the position shall be awarded based on the requirements. Job selection by the corps shall be determined on the principle of merit, which shall include a consideration of the skills, abilities, knowledge and experience of the candidates.

26.08 APPOINTMENT FACTORS

The following factors are considered when appointing employees to a regular position:

- (a) Qualifications: the skills and training requested by a client;
- (b) Performance of Duty: evidence of loyalty, stability, dependability, punctuality and a strong sense of responsibility;

- (c) Suitability: a **courteous, dignified manner**, congeniality, enthusiasm, good appearance and physical condition:
- (d) Seniority in itself, **seniority** does not establish a right to work **and** seniority alone will not be a **deciding** factor in determining who should or should not be employed in any **given** capacity.

26.09 CLIENT ACCEPTANCE

- (a) The nature of employment necessitates that individual employees be acceptable to the client at the workplace to which they are assigned. Where a client considers the employee to be **unsuitable**, either on initial assignment, or at **any** subsequent time, the Corps will review the circumstances and attempt to reconcile the situation. If reconciliation is not possible, the employee will be **transferred** from the clients' workplace and will be placed on the "A" list for **further** work placement. If the performance or behaviour leading to the removal was sufficient to jeopardize the reputation of the Corps, or to the client, the employee shall be subject to disciplinary action, up to and including **dismissal**.
- (b) While the provisions of Article 26.09 of the Collective Agreement remain in **full** force **as** soon as practicable prior to the transfer of **an** employee from a clients worksite pursuant to Article 26.09, the Employer shall notify the **Union** that the client has requested such **transfer**.
- (c) If reconciliation of the situation, identified in point one above is not possible, the Commissionaire will be transferred to the "A" list and, in accordance with his/her **seniority** with the Corps, given priority placement in the next available permanent position for which the Commissionaire is eligible in accordance with Article 26.08.
- (d) To mitigate the financial impact on Commissionaires removed from client sites at the request of the client the following will occur;
 - (i) removal from the client's site will be treated **as an** Internal transfer from that site to the A list;
 - (ii) a wage protection package **will** be calculated based on the **time** the Commissionaire **was** at the clients site prior to transfer;

- (iii) wage protection will be calculated ~~as~~ the difference between the normal or ~~average~~ weekly wage ~~earned~~ at the client's site and that ~~earned~~ on the A list or new work site;
- (iv) wage protection will continue for the ~~number~~ of weeks to which the Commissionaire would have been ~~entitled~~ under the Employment ~~Standards Act~~ if ~~their~~ employment was considered to have been terminated from the Division without cause.
- (v) The Commissionaire will be given priority consideration for placement at the next permanent site having a vacancy, with work ~~as~~ near ~~as~~ possible equivalent to that which he/she performed at the original site pending acceptability at the new site.

26.10 The results ~~of the~~ Competition shall normally be advised ~~within two (2) weeks~~ of the date of selection and the name of the successful candidate will be posted. Where the client is part of the selection process the client's selection will be ~~final~~.

26.11 In the case of a transfer or a promotion of a regular employee, the successful applicant shall assume his/her new duties on a trial basis for ~~sixty (60) working~~ days. The ~~Corps~~ shall confirm the employee's appointment ~~after~~ the trial period of ~~sixty (60) working~~ days, unless the Corps deems the employee's service unsatisfactory. In the event that the successful applicant proves unsuitable in the position during the trial period, or if the employee shall be returned to their former position, wage or ~~salary~~ rate, if not redundant, and if redundant, then to a comparable position, wage or ~~salary~~ rate of the employee's former position is available. Likewise, ~~any~~ other employee promoted or transferred because of the successful applicant's promotion shall be returned to their former position or to a comparable position, wage or salary rate without loss of ~~seniority~~, if such a comparable position is available.

26.12 ~~As~~ far ~~as~~ possible, the Employer shall ensure that there is no conflict of interest between any of the members of the selection board and any of the candidates.

26.13 In the case of an assignment of an A list employee, to a regular position, that ~~employee~~ shall remain on the A list for the duration of the ~~thirty~~ probationary period (30) days and if found not ~~to~~ be satisfactory that employee shall be returned to the Dispatcher for casual employment.

26.14 NOTICE OF RESIGNATION

Employees ~~shall~~ provide the **Corps** with at least two **(2) weeks** notice of resignation, ~~which notice~~ may be ~~waived~~ by the **corps**. Resignations ~~shall~~ be ~~submitted~~ in ~~writing~~.

26.15 EMPLOYEE VOLUNTARY RELOCATION

- (a) Employees ~~wishing~~ an intra-Corps transfer, ~~from~~ one town or city to another, and ~~wishing~~ to continue employment with **the Corps** in their new location, will normally be released ~~from~~ the **corps**, ~~unless~~ there is a reasonable likelihood of employment in **the** new area.
- (b) ~~If such~~ a transfer is approved, the employee ~~will~~ be placed on the A list at **the** new ~~location~~ for assignment to a bargaining unit position. The **seniority** of the employee in the previous geographic **area** shall not apply in the new geographic area.

ARTICLE 27

GRIEVANCE PROCEDURE

- 27.01** The Employer and the Union agree that discussions should occur between Employees, Union representatives and Employer representative when problems or differences arise in an attempt to resolve problems or differences. **This** grievance procedure is not intended to preclude any discussion between Employees, Union representatives and Employer representatives.
- 27.02** If any difference concerning the interpretation, application, operation or any alleged violation of the Agreements **arises** between the Employer and or the Union, or between the Employee(s) and the Employer, it shall be processed according to the following grievance procedure. Nothing in this provision deprives Employee(s) of any **rights** or remedies to which they are entitled in any legislation. Grievances involving the interpretation, application, operation **or** any alleged violation of the agreement must have the approval and support of the bargaining agent.
- 27.03** The time limits set out in the grievance procedure are mandatory and not discretionary. If the time limits set out in Complaint Step 1, Step 2, or Step 3 of the grievance procedure are not complied with, then the grievance **will** be considered **as** being abandoned, **unless** the parties have mutually agreed to extend the time limits.
- 27.04** If the Employer fails to meet a **time** limit, the **Union**, at its option, may either advance the grievance to the next step or await the Employer's response, in which case no time limit shall apply against the Union until it has received the Employer's response.
- 27.05** Employee(s) shall have the right to be represented at any step of the grievance procedure. The Employee(s) and the Union representative shall be given leave with pay to attend such meetings. At either Complaint Step 1 or Step 2, the Employer representative may be assisted by a Human Resource representative. The Union shall be **given full** opportunity to present evidence and make representations throughout the grievance procedure.
- 27.06** The Employee(s) shall be advised by the Employer of his/her right to have a Union representative present at any disciplinary meeting or at any meeting held with bargaining unit Employee(s) to investigate alleged misconduct of the Employee(s).

Steps of the Grievance Procedure

STEP 1:

Within twelve (12) calendar days of the Employee(s) becoming aware of the matter giving rise to the complaint, the Employee(s) and or the Union may submit a written complaint to the Employer representative.

Within twelve (12) calendar days of the receipt of the complaint the Employer representative shall meet and provide a written response to the Employee(s) and the Union representative.

STEP 2:

If a satisfactory settlement has not been obtained under the complaint, Employee(s) and or the Union representative may within twelve (12) calendar days of the receipt of the Employer's decision under the Step 1 render a grievance in writing, including the redress requested, to the Chief Executive Officer, of the Corps as Step 2 with a copy to Human Resources. The Chief Executive Officer, or his designate shall call a meeting and render a decision within twelve (12) calendar days of the receipt of the grievance.

STEP 3:

If the grievance is not satisfactorily settled under Step 2, then the grievance may be referred to arbitration, within thirty (30) calendar days of the expiry of the time limits set out in step 2.

The Employer and the Union shall make every effort to agree on the selection of the Arbitrator within twelve (12) calendar days after the party requesting arbitration has delivered written notice of submission of the dispute to arbitration.

In the event that the parties fail to agree on the choice of Arbitrator, they shall forthwith request the Collective Agreement Arbitration Bureau to appoint an arbitrator.

The Arbitrator shall have all the powers vested in it by the B.C. Labour Relations Code or the Canada Labour Code, as the case may be, including, in the case of discharge or discipline, the power to substitute for the discharge or discipline such other penalties that the Arbitrator deems just and reasonable in the circumstances, including compensation for lost income and benefits. The Arbitrator shall render his/her award within a reasonable period, as agreed to by the parties.

The Arbitrator's decision shall be final and binding on both parties.

Each party shall bear one-half (1/2) the cost of the Arbitrator.

The Arbitrator shall not change, modify or alter any **of** the terms of this Agreement.

27.07 COMPLAINT STAGE

Employees, the Union and the Employer are encouraged to resolve issues prior to a formal grievance being filed under Step 1. To this end at the Detachment level, **the** complainant, Union representative and the appropriate supervisor may meet in order **to** resolve the complaint. Such discussion not to exceed twelve **(12) calendar** days unless by **mutual** agreement. Such time will not be considered for purposes **of** establishing the time limits contained in this Article.

The Parties agree that, by **mutual** consent **only**, any grievance may be referred to the following expedited arbitration procedure:

- (a) Grievances referred to expedited arbitration must be scheduled to be heard within **ninety** (90) days **from** the date of referral, unless the hearing is delayed by mutual agreement between the parties or by the Arbitrator;
- (b) The parties **shall** make every reasonable attempt to proceed by admission and **minimize** the use of witnesses;
- (c) Whenever possible, the Arbitrator shall deliver the decision orally at the conclusion **of** the hearing, giving a **brief** resume **of** the reasons **for** the decision and then confirm these conclusions in writing within twelve (12) days of the date **of** the hearing;
- (d) When it is not possible to give **an oral** decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume **of** the reasons. The Arbitrator must render the written decision **as soon** as possible but at all times within twelve **(12)** days of the date **of** the hearing;
- (e) The decision of the Arbitrator shall not constitute a precedent;
- (f) Such decisions may not be used to alter, modify or amend **any part of** the Collective Agreement, nor should any decision be incompatible with the provisions of the Collective Agreement; and
- (g) Such decisions from the expedited format shall be final and binding upon the parties.

ARTICLE 28

HOURS OF WORK, INCLUDING REST PERIODS, MEAL PERIODS AND DAYS OF REST

Shift Scheduling

- 28.01** ~~Shift~~ schedules for employees covered ~~under~~ this Collective Agreement will be prepared ~~and~~ maintained by ~~the~~ Detachment Supervisor to make optimum use of available employees.
- 28.02** Approval for **shift** change rests with the Detachment Supervisor. Personal arrangements between employees to trade **shifts** are not permitted without the prior approval of their Detachment Supervisor.
- 28.03** Detachment Supervisors **may** change employees from one duty position to another within their area responsibility.

ARTICLE 29

HOURS OF WORK AND OVERTIME

29.01

- (a) **The Corps has** the exclusive right to schedule the hours of operation in order to provide **services** to its clients.
- (b) Employees are not guaranteed an amount or type of **work**. Work is assigned in accordance with aptitude, fitness and positive attitude, with the most hours being **allotted** to those Employees who have demonstrated their willingness to **cheerfully** meet client requirements.

29.02 *All overtime must be approved in advance. Overtime worked in excess of eight (8) hours in a day, or ~~forty~~ (40) hours in a week, will be paid at time **and one-half** ~~of~~ the Employee's regular hourly rate (unless a variance or averaging agreement has been reached ~~for~~ the work site with the approval ~~of~~ the Employee(s) and the Union), The Employee(s) shall be paid at the rate of double time of the regular hourly rate for hours worked in excess ~~of~~ twelve (12) hours in a day.*

- (a) Overtime for variance or averaging agreements ~~will~~ be in accordance with the Employment Standards Act of British Columbia or the **Yukon** Territory.
- (b) Work conducted on variances of nine (9) hours per day **to** eleven (11) hours per day will be paid for each **hour** worked or parts thereof, in excess of the varied amount, at time **and a half** for each hour of their hourly rate up to twelve (12) hours and double time ~~thereafter~~.
- (c) Work conducted on variances of twelve (12) hours per day will be paid for each hour, or parts thereof, worked in excess of the varied amount **at** double time for each hour or parts thereof worked thereafter.

29.03 Opportunity for overtime shall be distributed among persons within the bargaining unit by work site location, on the basis of qualification on a **fair** and equal basis.

29.04 Employees will be allowed to exchange shifts provided that the **continuity** of the operation is maintained. The Employee who works a **shift** for another Employee ~~will~~ be subject to **all the** rules and regulations as if it ~~was~~ that Employee's normally scheduled **shift**. Employees must have prior written consent of their supervisor before **shift** change is to occur. No exchange of **shifts** will be **permitted** for the Employee to work for another Employer. No exchange of **shifts** will result in **an** entitlement to overtime pay.

ARTICLE 30

INSURANCE PLANS

30.01 The Employer agrees to provide a Standard Plan ~~or~~ the provision of the following benefits:

- (a) Long **Term** Disability Insurance
- (b) A Life Insurance Plan with ADD insurance

30.02 The Standard Plans **and** the benefits provided are not a part **of this** collective agreement. Coverage under the Standard Plans **is** subject to the **terms** and conditions **of** the insurance policies which provide the benefits specified. The *Corps* is not the insurer **of** the benefits. Disputes or differences concerning coverage or eligibility are not subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 31

GROUP REGISTERED RETIREMENT SAVINGS PLAN

31.01 The Employer agrees to make contributions to a Group Registered Retirement Savings Plan at 2.5% earnings. Those employees not eligible to participate in the plan, or with no room in their annual RRSP contribution, will be paid an equivalent amount directly.

ARTICLE 32

TECHNOLOGICAL CHANGE

32.01 TECHNOLOGICAL CHANGE

In accordance with the *Labour Relations Code Section 54*, and the *Canada Labour Code*, the *Corps* will give the Union sixty (60) calendar days' notice of any technological changes. During the notice period, the *Corps* will meet with the Union to explain the technological change and discuss any effect it will have on employees, with a view to minimizing such effects.

ARTICLE 33

PROFESSIONAL MEMBERSHIP , REGISTRATION AND LICENCE FEES

- 33.01** For all employees who must possess a professional level of driver's license as required by the Employer, the Employer will pay for the medical examinations required, to obtain and maintain the professional license.
- 33.02** Membership dues referred to in Article 8 - Check ~~OFF~~, of ~~this~~ Agreement are specifically excluded as reimbursable fees under ~~this~~ Article.
- 33.03** Periodic refresher training to maintain valid first Aid and CPR certificates qualifications will be provided at the Employer's expense and wages paid at the rate of pay for the employee's current rank.

ARTICLE 34

JOINT-UNIONMANAGEMENT CONSULTATION COMMITTEE

- 34.01** The parties acknowledge the **mutual** benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate processes for the purpose of providing joint consultation on matters of common interest.
- 34.02** Upon request of either party, the parties to this agreement shall consult meaningfully and constructively at the appropriate level about contemplated changes in conditions of employment or working conditions not covered by this agreement.
- 34.03** The Employer agrees to give the Union reasonable opportunity to consider and to consult meaningfully and constructively prior to introducing new or changing policies affecting conditions of employment or working conditions not governed by the Agreement.
- 34.04** The Committee shall not have jurisdiction over any matter of collective bargaining or the administration of the Agreement. The Committee shall not have the power to bind either the Union, the employees or the Employer to any conclusions reached in their discussions.
- 34.05** The Employer will grant leave without loss of pay to employees attending joint consultation meetings.
- 34.06** This Committee shall alternate the chair between representatives of the **Union** and the Employer at each meeting.

ARTICLE 35

MISCELLANEOUS

35.01 GENDER REFERENCES

All articles and clauses referred to in this Agreement apply equally to **both** male and female employees.

35.02 MEANING

Wherever the singular is used in *this* Agreement, the **same** shall be construed as meaning the plural, if the context requires, unless otherwise stated.

35.03 LABOUR RELATIONS CODE – SECTIONS 50(2) AND 50(3) EXCLUDED

The operation of Sections 50(2) and 50(3) of the *Labour Relations Code* of British Columbia is hereby excluded.

35.04 EXTENT

- (a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision, which would be contrary to any existing federal or provincial legislation or regulations **passed** pursuant thereto. In the **event** that any term, condition or provision, or **part** thereof, which is incorporated into this Agreement, whether by inadvertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part thereof is void and of no effect.
- (b) In the event that existing federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Corps and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

Article 36

Term of the Collective Agreement

36.01 Duration

- (a) This Agreement shall be for a period of two **(2)** years commencing on April 1, 2005 and ending on March 31, 2007.
- Thereafter, the Agreement shall continue in full force and effect from year to year, subject to the **right** of either party to serve notice to commence bargaining as provided for in the Labour Relations Code of British Columbia.
- (b) During the period when negotiations are being conducted between the parties for the renewal of the Agreement, after the expiration of this Agreement, the present Agreement shall continue in **full** force and effect until:
- (i) The Union commences a legal strike, or
 - (ii) The Corps commences a legal lockout, or
 - (iii) The parties enter into a new or **further** Agreement.
- (c) Commissionaires shall receive a wage increase where applicable as per schedule A effective April 1, 2005 to be paid retroactively within 30 calendar days of ratification of this Agreement.
- (d) Commissionaires shall receive a wage increase of \$0.10 per hour effective April 1, 2006 or seventy one percent (71%) of the escalators built into the individual Client contract, whichever is greater.
- (e) When the Division obtains a new contract, the minimum wage rate shall be \$10.35 per hour or 71% of the basic billing rate, whichever is greater.
- (f) The current base-billing rate is calculated at \$14.69 per hour. Costs attributed to recovery of monies for purchase of specialized equipment, Uniforms or training will not be calculated in the base-billing rate.

(g) The Employer agrees to provide copies of the financial section of all Client contracts to the Local Union through the JUMC and further agrees to consult the local Union prior to negotiating renewal client contracts,

(h) The provisions of paragraph's (d) (e) (f) and (g) are sunset to expire March 31, 2007.

ARTICLE 37

JOB DESCRIPTIONS

37.01 Upon being assigned to a detachment, an employee shall be provided with the current Post Order of his/her position and shall be required to read it.

ARTICLE 38 (New)

EXCLUDED PERSONNEL

The following positions are Excluded from membership in the bargaining unit:

All **staff** from Divisional Office and:

1. Royal British Columbia Museum Site Manager
2. Department of National Defence Esquimalt Site Manager
3. Department of National Defence Esquimalt Deputy Site Manager
4. Esquimalt Graving **Dock** Site Manager
5. Canadian Coast Guard Site Manager
6. Department of National Defence Colwood Site Manager
7. 443 Helicopter Squadron Site Manager
8. Department of National Defence Rocky Point Site Manager
9. City of **Duncan** Bylaw Enforcement Site Manager
10. Yukon Region Site Manager

ARTICLE 39 (New)

NEW WORK SITES VARIED INTO THE BARGAINING UNIT

39.01 COLLECTIVE AGREEMENT SHALL APPLY

- (a) Both parties agree that any new work site varied into the Bargaining Unit by the Labour Relations Board of British Columbia shall be varied into the Collective Agreement.

SIGNED AT VICTORIA, this _____ day of August 2005.

COMMISSIONAIRES
VICTORIA, THE ISLANDS
AND YUKON

THE PUBLIC SERVICE
ALLIANCE OF CANADA



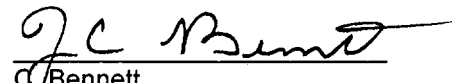
W. Clay
Chairman Board of Governors



P. Ducharme
REVP - BC



S. Verran
Chief Executive Officer



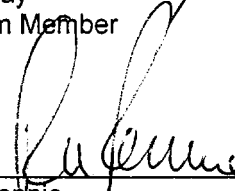
J.C. Bennett
President, Local 05/20500



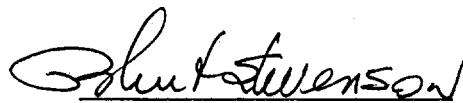
D. Eden
Chief Negotiator/Director Operations



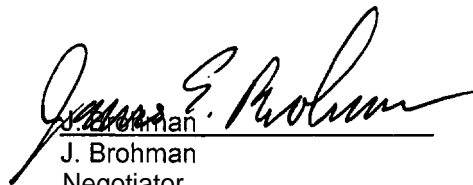
F. Way
Team Member



D. Rennie
Team Member



B. Stevenson
Team Member



J. Brohman
Negotiator

MEMORANDUM OF UNDERSTANDING

Between

PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 05/20500

And

CORPS OF COMMISSIONAIRES (VICTORIA, THE ISLANDS AND YUKON)

The **parties** agree that **within sixty** (60) days of ratification of this Agreement they will meet to set up the process of dealing with the Appendix B Memorandum of Agreement signed on 28 June, 2002 between the parties and included in the Collective Agreement.

Joint committees of **equal** representation shall be appointed to deal with the following articles:

- (a) A classification and job description review committee;
- (b) A performance review process;
- (c) Development of procedures for a reporting, call back and standby pay;
- (d) Development of a shift worker and wellness information and training package.

The committee shall establish its own procedure for dealing with these matters. Commissionaires appointed by the Union to these committees will be compensated for hours worked on the committees for work approved.

The committees shall complete their reviews with recommendations to the Chief Executive Officer by 31 October 2005.

ARTICLE 40

SAFETY BOOT ALLOWANCE

40.01 When a Commissionaire is assigned to a work site that is deemed by the Workers Compensation Board of British Columbia or the Yukon that it is a ~~construction~~ zone requiring safety foot ~~wear~~ the following policy ~~shall~~ apply:

- (a) The Commissionaire ~~will~~ request through the Divisional ~~office~~ Quartermaster a safety boot purchase order;
- (b) The Commissionaire will sign a pay roll allocation form;
- (c) The Commissionaire will purchase the safety boots through the recommended supplier for the Corps. (Purchase will be billed to the Corps)
- (d) The Commissionaire will be subsidized by the equal amount stipulated in the NMSO paying the difference through pay roll deduction at \$10.00 per pay cheque.

Memorandum Of Understanding

Between

Public Service Alliance of Canada, Local 05/20500

And


Corps of Commissionaires (Victoria, the Islands and Yukon)

The Corps of Commissionaires agree to conduct a feasibility study into the concept of contributing to the PSAC Social Justice Fund.

Agreed for the Union

Agreed for The Commissionaires

Dated April 6, 2005

April 7/2005


April 7/05
James S. Parker
Abernethy
De B...
Stewart
Robert Stevenson

MEMORANDUM OF AGREEMENT

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA LOCAL 05/20500

AND

CANADIAN CORPS OF COMMISSIONAIRES (VICTORIA, THE ISLANDS AND YUKON)



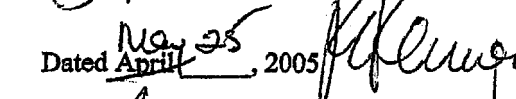
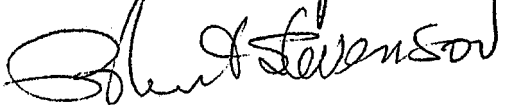
The parties agree that a clothing allowance *equal* to the percentage charged to the client (11.5 cents per hour) will be paid to Commissionaires working as Guards at the Comox Valley RCMP detachment.

The parties agree that in the event that the contract is lost with the City of Courtenay all Commissionaires working at the Comox Detachment site *shall* be accorded the rights under Article 19.03 of the Collective Agreement.


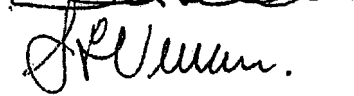
The parties agree that all Commissionaires working at the Comox Valley RCMP detachment who are not presently qualified will receive the BST 1 and 2 and/or the Commissionaire Qualifying Course within 18 months of the signing of this MOU.

The parties further agree that the wage increase scheduled for 1 January 2005 for the Commissionaires working at the Comox RCMP detachment as Guards is the only increase to be *given* for the fiscal year 2005 – 2006.

For the Union




Dated May 25, 2005


For the Commissionaires

Consent Agreement

Between

Public Service Alliance of Canada, Local 05/20500

And

Commissionaires (Victoria, the Islands and Yukon)

The Board of Governors for Commissionaires (Victoria, the Islands and Yukon) have authorized the payment of a **bonus** to all Commissionaires within the Division based on surplus funds accrued in the fiscal year 2004 - 2005.

The **bonus** will be calculated on the gross number of hours actually worked during the fiscal year.

As with past business practice this **bonus** will only apply to those Commissionaires who are actively employed with Commissionaires (Victoria, the Islands and Yukon) at the time of **signing** of this consent agreement.

The **bonus** is not a **contractual** consideration as it is a discretionary amount decided solely by the Board of Governors. The consent agreement does not imply an intent that future bonuses will or may be granted.

The parties agree to allow this monetary consideration outside of the Collective Agreement now in force without prejudice to either **party**.

On behalf of PSAC

James E. Murlin
Robert Stevenson
Rafaeline
A. Way
Date: May 25, 2005
JL Bennett

On behalf of Commissionaires

[Signature]
[Signature]
Date: May 25, 2005

Cmre	13.85			13.85		
Sgt	15.85			15.85		
New VI TV						
Cmre	10.35			10.35		
Cpl	10.85			10.85		
Cobble Hill	10.35			10.35		
Saanich Bylaw	10.35 11.70 <i>JM</i>			10.35 11.70 <i>JM</i>		
Lost Contract Sites						
Oak Bay Bylaw	See Pay Note 2					
Ag Food &	See Pay Note 2					
View Royal ByL	See Pay Note 2					
Ladysmith Log Sort	See Pay Note 2					
Royal Bank duncan	See Pay Note 2					
BC Ferries Duke Point	See Pay Note 2					
Pay Note 1 Commissionaires whose wages that were vested at a higher rate of pay as noted shall receive such rates until the rates increase higher than the vested rates.						
Pay Note 2 Work sites as listed which were certified but where the contract has been lost shall receive no less than \$10.35 per hour in the event that a new contract is entered into between the Commissionaires and the Client.						