



**COMMISSIONAIRES UNION**  
**OF BC**  
**VICTORIA, THE ISLANDS AND YUKON**  
**LOCAL 05/20500**

**COLLECTIVE AGREEMENT  
(FIFTH)**

**BETWEEN**

**THE COMMISSIONAIRES  
VICTORIA, THE ISLANDS AND YUKON  
DIVISION**

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**EFFECTIVE**

**APRIL 1, 2016 TO MARCH 31, 2019**

12972(05)

# INDEX

<b>ARTICLE</b>		<b>PAGE</b>
Article 1	Purpose and Scope of the Collective Agreement	1
Article 2	Management Rights	1
Article 3	Definitions and Interpretations	2
Article 4	Union Recognition	3
Article 5	Union Representatives	4
Article 6	Use of Client Facilities	5
Article 7	Employee Orientation	6
Article 8	Rand Formula	6
Article 9	Information	8
Article 10	Strikes and Lockouts	8
Article 11	No Discrimination	8
Article 12	No Harassment	9
Article 13	Political Rights	9
Article 14	Statutory Holidays	9
Article 15	Vacation Leave	10
Article 16	Leave With or Without Pay for Union Business	11
Article 17	Other Leave With or Without Pay	12
Article 18	Sick / Personal Needs Leave	15
Article 19	Severance Pay, Layoff and Recall	17
Article 20	Seniority	19
Article 21	Employee Status / General Conditions	20
Article 22	Pay Administration	22
Article 23	Travel Expenses	22
Article 24	Suspension and Discipline	23
Article 25	Health and Safety	24
Article 26	Staffing Procedure	24
Article 27	Grievance Procedure	27
Article 28	Hours of Work; Including Rest Periods, Meal Periods & Days Rest	29
Article 29	Hours of Work and Overtime	30
Article 30	Insurance Plans	31
Article 31	Group Registered Retirement Savings Plan	31
Article 32	Technological Change	31
Article 33	Professional Membership, Registration and License Fees	31
Article 34	Joint Union Management Consultation Committee	32
Article 35	Miscellaneous	32
Article 36	Term of the Collective Agreement	33
Article 37	Job Descriptions	33
Article 38	Excluded Personnel	34
Article 39	New Work Sites Varied into the Bargaining Unit	34
Article 40	Clothing	34
Appendix "A"	Rates of Pay	36
Letters Understanding		40-44

## **ARTICLE 1**

### **PURPOSE AND SCOPE OF THE COLLECTIVE AGREEMENT**

- 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 Employer, the employees and the Union, to the mutual benefits 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; establish methods, process and means of performing work; assess the performance of work by employees; design and implement training programs; **and** to determine the number of employees to be employed and the duties to be performed subject to the terms of the collective agreement.

## **ARTICLE 3**

### **DEFINITIONS AND INTERPRETATIONS**

- 3.01 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 work site. 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 the length of continuous service from the date of hire** within the Victoria, the Islands and Yukon Division. It does not take into account previous service with this or any other Division **and is accumulative**.

- d. **Detachment** is defined as being a single grouping or 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 **will provide an availability schedule every six months and will be available for assignments at the call of the Dispatcher.**
- 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 is employed for a specified period of time in a full or part time position, to replace an employee on a leave of absence or for limited term work not to exceed six months. For benefit purposes, unless otherwise noted, a Term employee shall be considered a regular full or part time employee depending on the normal hours worked during the Term.** 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.
- k. **Continuous service means length of service in the bargaining unit with no break in service that results in a termination of employment or as provided elsewhere in the Collective Agreement.**
- l. "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.
- m. **National Master Standing Offer or NMSO means the standing offer tendered by the federal government and the Canadian Corps of Commissionaires.**
- n. **Union means the Public Service Alliance of Canada ("PSAC") or, DCL 20500 as the case may be.**

## **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 BC 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); Rocky Point Ammunition Depot; Colwood DND; HMCS Malahat Reserve Base; Canada Customs and Revenue Agency; BC 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 by-law, security and jailers; Commissionaires at the Comox Valley RCMP Detachment, 800 Ryan Road, Courtenay; Town of View Royal, parking and by-law enforcement, 45 View Royal; Ladysmith dry land sort, 100 Ludlow Rd, Ladysmith; Royal Bank of Canada parking in Duncan, 395 Trunk Road, Duncan BC; BC Ferries Incorporated security officers at Departure Bay Terminal, 680 Trans Canada Highway, Nanaimo; Cowichan Valley Motorcycle Association, Cobble Hill c/o 4718 Dons Road, Duncan, BC; the Yukon Detachment as security; the Child Care Subsidy Centre, Ministry of Children and Family Development, 3962 Borden Street, Victoria; Regent Hotel, 1234 Wharf Street, Victoria; and West Coast Depot, Building 305, D Jetty, Colwood, BC.*

Given at Vancouver, British Columbia, this 6<sup>th</sup> 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 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 reclassified.

### **4.03 PERFORMANCE OF BARGAINING UNIT WORK**

- a. Where maintenance of a client contract requires a specific skill, gender or representational balances, which cannot be met by the employer, **in accordance with Article 26 Staffing Procedure**, term employees may be hired and they will become members for the duration of their term.

#### **4.04 JOB SECURITY**

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

### **ARTICLE 5 UNION REPRESENTATIVES**

**5.01** The Union, shall **provide** 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 names 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 Employer agrees to recognize duly appointed Shop Stewards, provided the Union has first advised the Employer in writing of the name of the employee so appointed. The Union agrees to advise the Employer 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 as 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 Employer's Director of Human Resources that an Executive Officer from the Union Local would like to visit a bargaining unit work site, the Employer shall:

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

## **ARTICLE 6 USE OF CLIENT 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 the Employer 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** Any new employee, upon enrollment or assignment to a regular position within the bargaining unit, will be permitted to meet with a Shop Steward for **up to an hour, without loss of pay** as part of the employee's orientation for the position.
- 7.02** The President of Local 05/20500 or their designate will be permitted to meet with all potential Commissionaires during their Basic Security Training program for a reasonable period of time, as part of the potential 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 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 employee's earnings 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 employee, the name, address and social insurance numbers of new employees hired, on or before the 15<sup>th</sup> 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 for 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.
- d. When bargaining unit employees are relocated from the "A" list and/or a unionized work site to a non-certified work site, the Employer in accordance with Article 8.08 will provide the Union with written notice of such movement.**

**In addition to the application of Article 8.07 (d) above, the following will apply:**

- (i) The Union will provide the Employer with a copy of the Union membership card for check off purposes if it has not already done so when the employee was hired and a Corps number assigned.**
- (ii) Dues will continue to be deducted until such time as an employee indicates in writing they no longer wish to remain in the Union and have dues deducted because they are working at a site that is not**



**certified. In the event an employee requests such a change, the Corps will advise the Union of the requested change in status.**

**8.08 CHECK-OFF: ASSIGNMENT OF WAGES**

The Employer shall as a condition of employment deduct Union dues from the wages or salary as follows:

- a. all Employees working at a certified site;
- b. all employees on the A List;
- c. all persons working at a certified site (excluding management);
- d. 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 shall provide the Local President with a nominal roll of all potential Commissionaires which will include the name, address and telephone number. This nominal roll will be provided prior to the President's briefing at all Division introductory days.
- 9.02** The Union agrees to supply each of its members 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 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 PSAC access to an electronic copy of the Division's Policy and Procedures Manual as existing at the signing of this Collective Agreement and notice of amendments as they occur 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 Employer 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.

**10.03** In the event of a strike or lockout by any non-bargaining unit employees, or any other labour organization, or any other employer which affects a client's property or operations, employees covered by this collective agreement will remain on the job and will only perform their assigned functions necessary to maintain safety and security and Article 10.02 will apply.

**10.04** In the event an employee can safely cross a picket line in order to perform their duties, the employee will:

- (a) Stop and identify themselves each time and provide a copy of this article to the appropriate individuals;
- (b) Will wear a uniform and will, if required, only drive a vehicle clearly marked "Security";
- (c) Avoid involvement in the dispute;
- (d) Not provide picket escort services across the picket line to any vehicle(s) and/or person(s) that are party to the dispute;
- (e) Not photograph picket line activities;
- (f) Not use security dogs.

## **ARTICLE 11 NO DISCRIMINATION**

**11.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced 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.

**ARTICLE 12**  
**NO DISCRIMINATION / BULLYING / HARASSMENT**  
**COMPLAINT PROCESS**

**12.01 COMPLAINT PROCESS**

- a. If an employee complains that he/she has been the subject of discrimination, **bullying** or harassment, including sexual harassment and personal harassment or bullying, then the employee shall follow the process set out in the Corps' Policy and Procedures Manual, Section 4.2, which outlines the required process for investigating and resolving discrimination, **bullying** or harassment complaints. The Corps' Policy and Procedures Manual, Section 4.2 can be found at <http://www.commissionairesviy.ca/> or will be provided by the Employer upon request.
- b. The employee will be entitled to Union representation at all stages of the complaint process. 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. Family Day
- c. Good Friday
- d. Victoria Day
- e. **Aboriginal Day (Yukon)**
- f. Canada Day
- g. British Columbia Day (Discovery Day in the Yukon)
- h. Labour Day
- i. Thanksgiving Day

- j. Remembrance Day
- k. Christmas Day

14.02 **Any other day that may be proclaimed as a lawful holiday by a Territorial, Provincial or Federal Government of Canada.**

14.03 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%) percent of the employee's total wages 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.
- 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 written request for waiver of annual vacation.
- e. Vacation pay will be subject to the normal statutory payroll deductions.

**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 four (4) employees, three (3) from B.C. and one (1) from Yukon Region, to a maximum of 200 regular hours in total for all four employees, for the purpose 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 on 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 the 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 LEAVE WITH PAY**

- a. Leave with pay, except vacation leave, will only be granted for days in which the employee was scheduled to work.

### **17.02 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 3 Definitions and Interpretations.
- b. Where possible, supervisors should be given at least twenty-four (24) hours' notice of a request for such leave.

### **17.03 JURY DUTY**

- a. Leave with and without pay will be granted in accordance with the Employer's policy on jury duty and all benefits will continue during absence on jury duty. On completion of such duty, employees will be returned to their previous employment.

### **17.04 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 Employer.
- b. Employees will advise their immediate supervisor and the Divisional Office Dispatcher of the date(s) which they will be absent from the work site, upon receipt of the subpoena or court document.

### **17.05 LEAVE FOR CULTURAL OR 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 or cultural obligations.

### **17.06 BEREAVEMENT AND SPECIAL OCCASION LEAVE**

An employee shall be granted leave of absence for up to **five (5)** days with pay upon bereavement.

#### **SPECIAL OCCASION LEAVE WITH PAY**

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

- b. On the employee's wedding day; and/or
- c. On any other special occasion as approved by the Corps in its sole discretion.

#### **17.07 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 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.

#### **17.08 PARENTAL LEAVE**

- a. An employee who requests personal 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 adoptive 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 17.08 (b).

#### **17.09 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.

#### **17.10 LEAVE TO VOTE**

Employees will be given the required time off to vote in municipal, provincial and federal elections within the statutes that govern such elections.

#### **17.11 SPECIAL LEAVE – LEAVE OF ABSENCE**

- a. Most requirements for absence from duty can be accommodated by the normal entitlements described in Articles 17.02, 17.06, 17.07, 17.08, and 17.09. 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 of the Division, be granted up to six (6) months of unpaid Special Leave.
- b. Upon completion of the special leave, the employee shall return to duty in their former position provided the position still exists and there are no objections from the client.
- c. Special leave will be requested and approved in accordance with the Employer's leave policies and procedures.



## 17.12 PROCEDURES

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

## **ARTICLE 18 SICK/PERSONAL NEED LEAVE**

- 18.01
  - a. Employees shall be entitled to be absent from work for sick or personal needs leave for a period of four (4) days annually, with pay (prorated for part-time employees) on application. **Effective 01 April 2018, the entitlement increases to five (5) days annually for those who completed or have completed five (5) consecutive years of service with the Division.**
  - b. Employees will not be entitled to **paid** Sick or Personal Needs Leave during their Probationary Period (first 90 days of employment) however, will be entitled to **paid** 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 their duties;  
or
    - ii. By the completion of an affidavit signed by the employee stating that because of illness or injury, the employee was unable to perform their 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.
  - c. Employees may be granted Personal Needs leave provided:
    - i. they have a sufficient entitlement; and
    - ii. where possible, notice is given to permit the scheduling of a replacement.
- 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 return to work due to illness or injury, and the absence is expected to be for an extended duration, a Record of Employment may be issued by the Employer 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** 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.
- 18.07** Employees will be allowed to accumulate their unused sick/personal need 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 employee's name;
  - b. Banked sick allotments can only be used for certified sick days; and
  - c. Banked sick allotments cannot be cashed out during the employee's regular employment with the Corps.
- 18.08** Employees upon retirement or resignation will be entitled to be paid out at 100% of their accumulated allotment.

#### **18.09 DUTY TO ACCOMMODATE**

**The Employer recognizes that workplace accommodation enables employees with injuries or illnesses or disabilities to be productive members of the Commissionaires. The Employer is committed to upholding the duty to accommodate the needs of employees with disabilities pursuant to the BC and Yukon Human Rights Act. It is the responsibility of the Employer, the employee needing accommodation, and the Union when requested by the employee, to work together towards the goal of reaching an accommodation**

### **ARTICLE 19 SEVERANCE PAY, LAYOFF AND RECALL**

#### **19.01 WORK SITE STAFF REDUCTIONS**

- a. All job assignments are strictly based on the availability of client contracts.
- b. In the event that it becomes necessary to lay off an employee, the Employer shall lay off the employee with the least seniority provided that the remaining employee(s) have the qualifications and ability to perform the job. Where specific skills and/or qualifications are required, the Employer will then retain the next most senior employees who has those qualifications**
- c. When a reduction in **pay** levels or the number of positions occurs within a work site, the Employer will attempt to reassign employees to suitable alternate employment within

the bargaining unit. If it is not possible to reassign employees, the Employer, **will lay off employees in reverse order of seniority.**

- 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 **pay** level as the position being eliminated, or reduced in **pay** level, the Detachment Commander will identify all positions at that **pay** level that require qualifications similar to the position identified for elimination, or reduction in level.
  - ii. The seniority of all employees occupying positions so identified will be reviewed and the employee(s) with the least amount of seniority will be laid off.
  - iii. Where seniority between individuals is identical then **the employee with the lowest Corps number** will take precedence.
  - iv. The employee(s) identified for layoff **may elect** one of the following options:
    - (a) accept a position at the lowest rank/level within the work site. If this option is **chosen**, the employee at the lowest level with the least seniority will be laid off **and 19.01 (iv) (c) will apply.**
    - (b) **bump a less senior employee of a similar pay level at another work site which may be subject to a ninety (90) day trial period.**
    - (c) be laid off from the work site, **placed on the “A” list, and be governed by the conditions described in Article 19.03.**
    - (d) **be laid off from the work site and issued a Record of Employment.**

## 19.02 CONTRACT TERMINATIONS

At the end of fixed term contracts, or when a contract is 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. **In lieu of notice the following will apply:**

- (a) Except in an emergency, the Employer shall give employees not less than four (4) weeks' notice of a layoff.
- (b) If the Employer fails to give the notice specified in (a) above or 19.03 b(ii) occurs and the employee is laid off, then the Employer shall pay the employee the equivalent of the employee's salary for the period between the notice given and the notice required.
- (c) If an employee is paid severance under paragraph (b), then for future layoffs the employee shall be treated as a new employee for purposes of British Columbia or Yukon Employment Standards Act severance as the case may be.

## 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 or outside 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 options:
  - i. Employees may apply for transfer to a recall list, where they will be given priority for placement in available bargaining unit or non 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 Employer, 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 **with the Corps and is cumulative.**
- 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 **Corps number.**
- 20.03** The Employer shall maintain seniority lists showing the date upon which each bargaining unit employee's service with the Corps commenced. **For further clarity, if an employee moves between a full and part-time position, the employee will retain their seniority based on their date of hire.** The 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) days for all employees.
- b. The Employer 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. **This rejection shall not be the subject of a grievance or arbitration unless the Union alleges that the Employer's decision has been arbitrary, discriminatory or made in bad faith.**

- c. Where a written performance evaluation indicates doubt as to the probationary employee's suitability for status as a regular employee, the Employer may, at its sole discretion, extend the probationary period.
- d. Employees who remain in the employ of the Corps for their complete period of probation shall have seniority effective from their date of hire by the Employer **in accordance with Article 3.01 "Continuous Service"**.

**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 Employer;
- 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 Employer;
- e. works for a competitor in the security services industry while on leave from employment with the Corps without the written approval of the Employer (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 employment of employees shall be determined exclusively by the Employer. 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 Security Services Act of British Columbia or the Private Investigators and Security Guards Act of the Yukon Territory prior to being considered for employment or enrolment as an employee.

### **21.02 WORK SITE PLACEMENT**

- a. New employees will be assigned directly to the "A" list. From the time of

enrolment in the Corps, all employees, including re-enrolees will be on probation for a ninety day (90 day) suitability assessment period. The Employer may terminate employment at any time during the probation period for unsuitability. **This termination shall not be the subject of a grievance or arbitration unless the Union alleges that the Employer's decision has been arbitrary, discriminatory or made in bad faith.**

- 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 **ninety (90) day work site trial basis by seniority and in accordance with Article 26 Staffing Procedure. This work site trial period** could run concurrently with the ninety day (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 the Employer. 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 the Dispatcher so that a replacement may be assigned. When employees are again available for duty, they shall report to their supervisor or the Dispatcher 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 Corps' Policy and Procedures Manual **dated**

**January 1, 2014. Where there is a conflict between the Policy and the Collective Agreement, the Collective Agreement provisions will prevail.**

- 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 for the Employer and shall be determined on an accumulative 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 in accordance with Appendix "A" attached hereto.

#### **22.04 EFFECTIVE DATE**

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

## **ARTICLE 23 TRAVEL EXPENSES**

- 23.01** Employees travelling 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 travelling 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 en route.
- 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 authorized by the Employer to use their personal vehicle for the purpose of conducting business on behalf of the Employer will receive **Treasury Board** mileage rate and parking reimbursement in accordance with the National Master Standing Offer in effect at the time of the vehicle use.

**Any employee required by a commercial client to use their personal vehicle to provide shelter at any worksite shall be reimbursed four (\$4) dollars per hour.**

## **ARTICLE 24 SUSPENSION AND DISCIPLINE**



- 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. When 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, with or without pay, 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 personnel file. The Employer 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 time 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, with or without pay, or resorting to termination.
- 24.06** In cases of written reprimand, suspension with or without pay, 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, with or without pay, 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.

**ARTICLE 25  
HEALTH AND SAFETY**

**25.01** The Employer and the Union agree that work practices should be governed by the relevant British Columbia or Yukon Health and Safety legislation. The Employer may develop and issue safe work practices in consultation with the Joint Health and Safety Committee.

## **25.02 JOINT HEALTH AND SAFETY COMMITTEE**

A Joint Health and Safety Committee shall be formed using **Employee and** Union representative(s) to promote safe work practices to: promote safe work practices, to assist in creating a safe and healthy work place, to recommend actions which will improve the effectiveness of the health and safety program, and to promote compliance with the current legislation. The Joint Health and Safety Committee will operate in B.C. in accordance with ***the BC Workers Compensation Act and the BC OH &S Regulations***. The Joint Health and Safety Committee will operate in the Yukon in accordance with ***the Yukon Occupational Health and Safety Act and Regulations***. **Both Committees will work together to ensure continuity of safety for all employees including joint meetings.**

**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 Corps 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 off shift of all job opportunities through such avenues as pay stub mailing, **email, intranet**, faxes to worksites, newsletters, and the Divisional website.

**26.02** The postings shall be for a minimum of **ten (10)** days, and the posting shall indicate the closing date. **Job opportunities will be open to all Union members who have completed their probation.** Should a suitable candidate not be found within the bargaining unit a posting will be reposted Division wide for a minimum of **ten (10)** 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 be fair and reasonable in relation to the job opportunity and be in compliance with post orders.**

**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** a. 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. **Where the candidates are relatively equal according to the requirements, the candidate with the greater seniority will receive the offer.**

- b. The Employer may consider an applicant with demonstrated abilities and experience in lieu of qualification(s) and in such case, the Employer shall so state on the job posting.**
- c. All candidates who apply and who meet the requirements of the job will be considered. However, when interviews and/or tests are used as part of the selection process, only the top ranked candidates will be interviewed and/or tested.**
- d. All candidates who applied will be advised of the results of the competition. At their option, unsuccessful candidates may discuss their assessment with the Employer. Such requests may be communicated verbally or in writing.**

#### **26.07 CLIENT ACCEPTANCE**

- a. The nature of the relationship between the Employer and the clients necessitates that individual Employees be acceptable to the client at the workplace to which they are assigned. When a client considers the employee to be unsuitable, either on initial assignment or at any subsequent time, and the client puts their concerns in writing to the Employer, the Employer shall review the concerns of the client and will try to reconcile the situation.**
- b. While the provisions of Article 26.07 of the Collective Agreement remain in full force as soon as practicable prior to the transfer of an employee from a Client's worksite pursuant to Article 26.07, the Employer shall notify the Union that the client has requested such transfer.**
- c. If reconciliation of the situation, identified in 26.07 a. above is not possible, the Commissionaire will be transferred to the "A" list and, in accordance with their seniority with the Corps, given priority placement in the next available permanent position for which the Commissionaire is eligible and where the work is as near as possible to the previous position in accordance with Article 26.07.**
- 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 Client's site prior to transfer;**
  - iii. wage protection will be calculated as the difference between the normal and 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;

**26.08** 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.

**26.09** In the case of a transfer of a regular employee, the successful applicant shall assume his/her new duties on a trial basis for thirty (30) working days. The Employer shall confirm the employee's appointment after the trial period of thirty (30) working days. In the event that the successful applicant proves unsuitable in the position during the trial period, the employee shall be returned to their former position, wage or salary rate, if not redundant. If redundant, then the employee will be appointed to a comparable position and wage rate of his or her former position, if 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 and wage rate without loss of seniority, if such a comparable position is available. If no comparable position is available then Article 19.03 shall apply.

**26.10** 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.

#### **TRIAL PERIOD**

**26.11** There shall be a ninety (90) trial period on all promotions to posted positions and all appointments of an "A" list employee to a regular position. The "A" list employee will remain on the "A" list for the ninety (90) day trial period. Any individual seeking to return to their previous position, may do so within the trial period with reasonable notice to management.

**26.12** Article 27.07, Steps of the Grievance Procedure shall apply when an employee has questions or concerns about the outcome of a staffing competition except that the first step shall be referred to the Director of Human Resources.

**Because all appointments resulting from the competitive process are subject to appeal, all appointments including backfilling of positions behind successful candidates, will be conditional on the final resolution of any appeals.**

#### **26.13 NOTICE OF RESIGNATION**

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

#### **26.14 EMPLOYEE VOLUNTARY RELOCATION**

- a. Employees wishing an intra-Division transfer, from one town or city to another, and wishing to continue employment with the Employer in their new location, will normally be released from the Division, unless there is 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.

## **26.15 APPEALS OF STAFFING ACTIONS**

- a. **Article 27.07, Steps of the Grievance Procedure shall apply when an employee has questions or concerns about the outcome of a staffing competition except that the first step shall be referred to the Director of Human Resources.**
- b. **Because all appointments resulting from the competitive process are subject to appeal, all appointments including backfilling of positions behind successful candidates, will be conditional on the final resolution of any appeals.**

## **ARTICLE 27 GRIEVANCE PROCEDURE**

- 27.01** The Employer and the Union agree that discussions should occur between employees, Union representatives and Employer representatives 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 27.07 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 27.07 Step 1 or Step 2, a Human Resource representative may assist the Employer 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).

## **27.07 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 Division as Step 2 with a copy to Human Resources. The Chief Executive Officer, or 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 BC 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) of the cost of the Arbitrator.

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

## **27.08 EXPEDITED ARBITRATION**

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 shall not 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 of responsibility.

#### **REST PERIODS AND MEAL PERIODS**

**28.04** Due to the type of work and conditions of employment, it is not practicable to offer relief to Commissionaires for unpaid rest periods or meal periods. The expectation is that the Commissionaire will take his/her rest period and meal period when possible on the job. The Commissionaire will be paid for the rest period and for the meal period due to the fact that they cannot leave the work site.

**28.05** The Employer will allocate extra shifts in the following manner:

- a. All regular employees working less than 40 hours per week will indicate to their site supervisor that they are available to work additional hours. Any extra shifts for that work site will be offered to the regular employees of that site on a site seniority basis.
- b. If no regular employee is willing to work the extra shift the shift will be filled with members off of the "A" List.

### **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.

**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 employees 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 qualifications 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 entitlement to overtime pay.

## **ARTICLE 30 INSURANCE PLANS**

- 30.01** The Employer agrees to provide a standard plan for the provision of the following benefits:
- a. Long Term Disability Insurance
  - b. A Group Life Insurance Plan and Accidental Death and Dismemberment (AD&D) 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 Employer 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 **monthly** 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** In accordance with the Labour Relations Code, Section 54, and the Canada Labour Code, the Corps will give the Union one hundred and twenty (120) 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 LICENSE 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 UNION-MANAGEMENT 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 of 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 this 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 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.

**35.02 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.

**35.03 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 three (3) years commencing on April 1, 2016 and ending on March 31, 2019.  
  
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, 2016.
- d. The Corps agrees to provide copies of the financial section of any client contract for which bargaining unit members work to verify the billing rate increase.

## **ARTICLE 37**

### **JOB DESCRIPTIONS**

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

## **ARTICLE 38 EXCLUDED PERSONNEL**

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

All staff from Divisional Office and:

- ❑ Royal British Columbia Museum Site Manager
- ❑ Department of National Defence Esquimalt Site Manager
- ❑ Department of National Defence Esquimalt Deputy Site Manager
- ❑ Esquimalt Graving Dock Site Manager
- ❑ Canadian Coast Guard Site Manager
- ❑ Department of National Defence Colwood Site Manager
- ❑ 443 Helicopter Squadron Site Manager
- ❑ Department of National Defence Rocky Point Site Manager
- ❑ City of Duncan By Law Enforcement Site Manager
- ❑ Yukon Region Site Manager

## **ARTICLE 39 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.

## **ARTICLE 40 CLOTHING**

**40.01** When a Commissionaire is assigned to a work site that is deemed by WorkSafe BC or the Yukon Workers' Compensation Health and Safety Board that it is a construction zone or other designated sites requiring safety foot wear, the following shall apply:

- a. The Commissionaire shall purchase a pair of safety foot wear for use of employment with the employer only;
- b. The Commissionaire, upon the submission of the original receipt to the Divisional Office, shall be reimbursed **seventy-five (\$75.00) dollars** towards the cost of the safety foot wear.

**The following clothing will be provided by the Employer:**

**Initial Issue**

- 1 sweater
- 3 shirts – blue or dark blue – long or short sleeves as elected by the employee
- 2 pants
- 1 ball cap

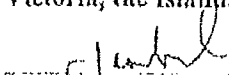
Site specific clothing issues will be reviewed on a case by case basis by the Employer and the site involved. Where a client requires a variation to the standard issue and/or there is a need for a variation for bona fide safety reasons, the Employer will provide the necessary clothing.


It is understood the standard issue above may be updated before the expiry of this collective agreement if the Joint Occupational Health and Safety Committee agrees to recommend such a change. A letter outlining any agreed to changes will be signed by the parties and will be appended to this Collective Agreement.

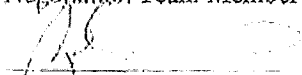
Special clothing requirements for individual employees will be addressed by the Employer and the employee involved.

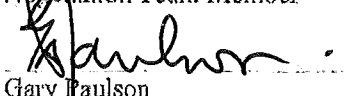
SIGNED AT VICTORIA THIS 21<sup>st</sup> DAY OF THE MONTH OF MARCH 2018

On behalf of:  
Canadian Corps of Commissionaires,  
Victoria, the Islands and Yukon Division

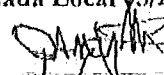
  
John Gabel  
Chief Negotiator


  
Bill Riggs  
Negotiation Team Member


  
Kevin Buchanan  
Negotiation Team Member

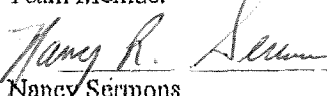
  
Gary Paulson  
Chief Executive Officer

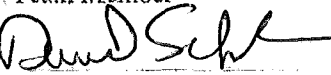
The Public Service Alliance  
of Canada Local 95/20500


  
Jamey Mills  
REVP B.C. Region

  
Jack Bourassa  
REVP North Region

  
Ian Kimm  
Team Member

  
Nancy Sermons  
Team Member

  
David Schinbein  
President, Local-95/20500

  
Fern Post  
PSAC Negotiator

## **APPENDIX "A"**

### **RATES OF PAY**

#### **RATES OF PAY**

NMSO	Current	Increase Effective	2016-17	Increase Effective	2017-18	Increase Effective	2018-19
	Rates						
			1-Apr-17		1-Apr-18		1-Apr-19
	Per Hour		Per Hour		Per Hour		Per Hour
0,0	13.15	0.16	13.31	0.18	13.49	0.2	13.69
0,1	14.5	0.16	14.66	0.18	14.84	0.2	15.04
0,2	15.39	0.16	15.55	0.18	15.73	0.2	15.93
0,3	16.62	0.16	16.78	0.18	16.96	0.2	17.16
0,4	18.45	0.16	18.61	0.18	18.79	0.2	18.99
0,5	19.69	0.16	19.85	0.18	20.03	0.2	20.23
1	14	0.16	14.16	0.18	14.34	0.2	14.54
1,1	15.35	0.16	15.51	0.18	15.69	0.2	15.89
1,2	16.24	0.16	16.4	0.18	16.58	0.2	16.78
1,3	17.47	0.16	17.63	0.18	17.81	0.2	18.01
1,4	19.3	0.16	19.46	0.18	19.64	0.2	19.84
1,5	20.54	0.16	20.7	0.18	20.88	0.2	21.08
2,0	14.44	0.16	14.6	0.18	14.78	0.2	14.98
2,1	15.79	0.16	15.95	0.18	16.13	0.2	16.33
2,2	16.68	0.16	16.84	0.18	17.02	0.2	17.22
2,3	17.91	0.16	18.07	0.18	18.25	0.2	18.45
2,4	19.69	0.16	19.85	0.18	20.03	0.2	20.23
2,5	20.98	0.16	21.14	0.18	21.32	0.2	21.52
3,0	14.91	0.16	15.07	0.18	15.25	0.2	15.45
3,1	16.26	0.16	16.42	0.18	16.6	0.2	16.8
3,2	17.15	0.16	17.31	0.18	17.49	0.2	17.69
3,3	18.38	0.16	18.54	0.18	18.72	0.2	18.92
3,4	20.21	0.16	20.37	0.18	20.55	0.2	20.75
3,5	21.45	0.16	21.61	0.18	21.79	0.2	21.99
4,0	15.65	0.16	15.81	0.18	15.99	0.2	16.19
4,1	17	0.16	17.16	0.18	17.34	0.2	17.54
4,2	17.89	0.16	18.05	0.18	18.23	0.2	18.43
4,3	19.12	0.16	19.28	0.18	19.46	0.2	19.66
4,4	20.95	0.16	21.11	0.18	21.29	0.2	21.49

4,5	22.19		0.16	22.35		0.18	22.53		0.2	22.73
5,0	17.51		0.16	17.67		0.18	17.85		0.2	18.05
5,1	18.86		0.16	19.02		0.18	19.2		0.2	19.4
5,2	19.75		0.16	19.91		0.18	20.09		0.2	20.29
5,3	20.98		0.16	21.14		0.18	21.32		0.2	21.52
5,4	22.81		0.16	22.97		0.18	23.15		0.2	23.35
5,5	24.05		0.16	24.21		0.18	24.39		0.2	24.59
6,0	18.42		0.16	18.58		0.18	18.76		0.2	18.96
6,1	19.77		0.16	19.93		0.18	20.11		0.2	20.31
6,2	20.66		0.16	20.82		0.18	21		0.2	21.2
6,3	21.89		0.16	22.05		0.18	22.23		0.2	22.43
6,4	23.72		0.16	23.88		0.18	24.06		0.2	24.26
6,5	24.96		0.16	25.12		0.18	25.3		0.2	25.5
7,0	19.23		0.16	19.39		0.18	19.57		0.2	19.77
7,1	20.58		0.16	20.74		0.18	20.92		0.2	21.12
7,2	21.47		0.16	21.63		0.18	21.81		0.2	22.01
7,3	22.7		0.16	22.86		0.18	23.04		0.2	23.24
7,4	24.53		0.16	24.69		0.18	24.87		0.2	25.07
7,5	25.77		0.16	25.93		0.18	26.11		0.2	26.31
8,0	20.79		0.16	20.95		0.18	21.13		0.2	21.33
8,1	22.14		0.16	22.3		0.18	22.48		0.2	22.68
8,2	23.03		0.16	23.19		0.18	23.37		0.2	23.57
8,3	24.26		0.16	24.42		0.18	24.6		0.2	24.8
8,4	26.09		0.16	26.25		0.18	26.43		0.2	26.63
8,5	27.33		0.16	27.49		0.18	27.67		0.2	27.87
<b>NMSO Yukon</b>										
1Y	20.27		0.16	20.43		0.18	20.61		0.2	20.81
2Y	20.72		0.16	20.88		0.18	21.06		0.2	21.26
3Y	21.22		0.16	21.38		0.18	21.56		0.2	21.76
<b>CRA</b>										
3,0	14.91		0.16	15.07		0.18	15.25		0.2	15.45
<b>RBCM</b>										
A1	13.85		0.16	14.01		0.18	14.19		0.2	14.39
A2	14.45		0.16	14.61		0.18	14.79		0.2	14.99
A3	15.5		0.16	15.66		0.18	15.84		0.2	16.04
A4	15.85		0.16	16.01		0.18	16.19		0.2	16.39
A5	16.15		0.16	16.31		0.18	16.49		0.2	16.69
A6	16.6		0.16	16.76		0.18	16.94		0.2	17.14
N1	18.45		0.16	18.61		0.18	18.79		0.2	18.99
<b>Comox Gaurds</b>										
A2	18.34		0.16	18.5		0.18	18.68		0.2	18.88
A6	20.39		0.16	20.55		0.18	20.73		0.2	20.93

<b>A Channel</b>										
A1	12.92		0.16	13.08		0.18	13.26		0.2	13.46
A2	13.42		0.16	13.58		0.18	13.76		0.2	13.96
<b>Saanich</b>										
A1	13.88		0.16	14.04		0.18	14.22		0.2	14.42
<b>Duncan By-laws</b>										
A1	13.84		0.16	14		0.18	14.18		0.2	14.38
<b>Duncan Royal Bank</b>										
A1	12.92		0.16	13.08		0.18	13.26		0.2	13.46
<b>A List</b>										
A1	12.92		0.16	13.08		0.18	13.26		0.2	13.46
<b>Oak Bay</b>										
A1	13.25		0.16	13.41		0.18	13.59		0.2	13.79
<b>Regent Hotel</b>										
A1	12.92		0.16	13.08		0.18	13.26		0.2	13.46
<b>United Greeneries</b>										
A1	12.92		0.16	13.08		0.18	13.26		0.2	13.46
<b>Mobile</b>										
A1	13.92		0.16	14.08		0.18	14.26		0.2	14.46
A2	14.28		0.16	14.44		0.18	14.62		0.2	14.82
A3	14.72		0.16	14.88		0.18	15.06		0.2	15.26
<b>Nanaimo Airport Commission</b>										
A1	12.92		0.16	13.08		0.18	13.26		0.2	13.46
B1	13.96		0.16	14.12		0.18	14.30		0.2	14.50



## **Letters of Understanding**

**LETTER OF UNDERSTANDING #1**

**Between**

**PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 05/20500**

**And**

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

RE: BENEFITS

During the Negotiations between the Corps and PSAC during the 2017 round of negotiations, the parties acknowledged the mutual benefits to be derived from a joint approach to cost effective health plan alternatives for full and part-time employees.

Local Benefits Committee

A joint committee of two Union representatives from PSAC and two management representatives from the Corps shall meet within sixty (60) days of ratification to:

- Review the existing benefits currently in place
- Survey staff for preferred benefit provisions to supplement existing benefits
- Review best practices, and explore available Health Plan alternatives locally.

The parties shall have no decision making powers, however they will report their findings back to their respective principals with any recommendations prior to the next round of negotiations between PSAC and the Corps, and in any event no later than December 31, 2018.

The Employer may invite a maximum of two (2) non Union employees and the Union may invite one (1) additional PSAC representative to attend these meetings.

In the event that benefit improvements are agreed to nationally or locally prior to the expiry of the current Collective Agreement, upon mutual agreement, the parties will reopen the Collective Agreement and implement agreed to changes.

Signed this day            in Victoria BC

*21 March 2018*

On behalf of Commissionaires

  
\_\_\_\_\_

On behalf of PSAC

  
\_\_\_\_\_

LETTER OF UNDERSTANDING #2

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 05/20500

AND

CORPS OF COMMISSIONAIRES (VICTORIA, THE ISLANDS AND YUKON)

RE; CLASSIFICATION REVIEW

The parties agree that within sixty (60) days of ratification of this Agreement they will meet.

**A subcommittee(s) of the Joint Union Management Committee or the Joint Occupational Safety and Health Committee of equal representation shall be appointed by each of the parties to deal with the following items:**

- (a) **A classification and job description review to support and review a National Classification review project;**
- (b) **A review of the alignment check process;**
- (c) **A review of the National Standards on Mental Health in the Workplace and develop a wellness information and training package.**

The subcommittee shall establish its own procedure(s) for dealing with these matters. Commissionaires appointed by the Union to these committees will be compensated by the Employer for regular hours worked on the committee(s).

The committees shall complete their reviews with recommendations to the Chief Executive Officer with a copy to PSAC no later than January 1, 2019.


Signed this day            in Victoria BC

21 MARCH 2018

On behalf of Commissionaires



On behalf of PSAC



**LETTER OF UNDERSTANDING**

**BETWEEN THE**

**PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 05/20500**

**AND THE**

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

RE: NMSO

The parties agree to the following:

1. This letter of understanding forms part of the collective agreement;
2. The provisions of the National Master Standing Order (NMSO) as revised from time to time covering Section 7.2 - Minimum Shift Requirements (Reporting Pay) and Section 7.4 - Callback/Scheduled or Unscheduled shall form part of the collective agreement;
3. The provisions of Section 7.3 - Standby Requirements shall apply to all employees covered by the NMSO. In the event a client not covered by the NMSO requires an employee to be on stand-by, the provisions of Section 7.3 - Standby Requirements shall apply.

Signed this day            in Victoria BC

**21 MARCH 2018**

On behalf of Commissionaires

  
\_\_\_\_\_

On behalf of PSAC

  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 05/20500**

**AND**

**COMMISSIONAIRES (VICTORIA, THE ISLANDS AND YUKON)**

The Board of Governors of Commissionaires (Victoria, the Islands and Yukon) may authorize the payment of a wage supplement to all Commissionaires within the Division based on surplus funds accrued in the course of the fiscal year.

The wage supplement will be calculated on the gross number of hours actually worked by each employee from the start of the fiscal year to the time the wage supplement amount is set.

As with past business practice this wage supplement will only apply to those Commissionaires who are actively employed with Commissionaires (Victoria, the Islands and Yukon) at the time of payment. Additional eligibility requirements may include a threshold number of hours worked and a number of shifts worked within the preceding period.

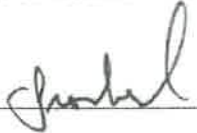
The wage supplement is not a contractual consideration as it is discretionary amount decided solely by the Board of Governors. The consent agreement does not imply an intent that future wage supplements will or may be granted.

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

Signed this day        in Victoria, BC

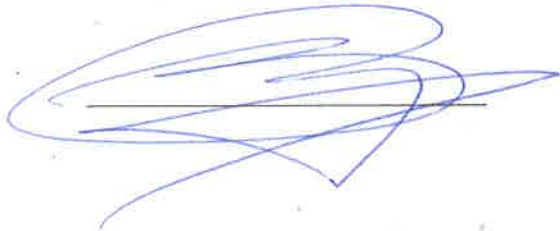
21 MARCH 2018

On behalf of Commissionaires



---

On behalf of PSAC



---

LETTER OF UNDERSTANDING #5

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 05/20500

AND

CORPS OF COMMISSIONAIRES (VICTORIA, THE ISLANDS AND YUKON)

RE: ARTICLES 4.01 a. UNION RECOGNITION AND ARTICLE 38 EXCLUDED PERSONNEL

This letter is to give effect to the agreement reached between the Corps and the PSAC in respect to an appropriate definition of the bargaining unit and bargaining unit exclusions.

The parties will undertake a review of the Articles in dispute with the goal of proposing a common submission to the British Columbia Labour Relations Board (BCLRB) within thirty (30) days of ratification of the Collective Agreement.

Should the parties not reach in an agreement within one hundred and eighty (180) days from the commencement of their discussion, they will refer the matter directly to the British Columbia Labour Relations Board (BCLRB).

The parties agree to modify the Articles when a new BCLRB certificate is issued. The definitions in the new certificate will be adopted and will amend as appropriate the definitions in Article 4.01 and the list contained in Article 38.

Signed this day \_\_\_\_\_ in Victoria, BC

21 MARCH 2018

On behalf of Commissionaires



---

On behalf of PSAC

