

COLLECTIVE AGREEMENT

BETWEEN

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

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

Effective April 1, 2007 – March 31, 2012



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ARTICLE 1

PURPOSE AND SCOPE OF THE COLLECTIVE AGREEMENT

PURPOSE

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

ARTICLE 2

MANAGEMENT RIGHTS

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

ARTICLE 3

DEFINITIONS AND INTERPRETATIONS

3.01 DEFINITIONS

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

- i. **The Corps**, also referred to as the Employer, means the Canadian Corps of Commissionaires (Victoria, the Islands and Yukon) Division
- j. **Post Orders** are specific instructions which define the duties and responsibilities of the employee at the work site.

ARTICLE 4

UNION RECOGNITION

4.01

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

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

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

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

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

be retroactive to the date the position was occupied by the Employee.

4.03 PERFORMANCE OF BARGAINING UNIT WORK

- a. A person whose regular job is not in the bargaining unit may perform bargaining unit work at the same level and to the same extent which persons in those positions performed bargaining unit work prior to the date that the Union was granted certification.
- b. Where maintenance of a client contract requires a specific skill, gender or representational balances, which cannot be met from within the Corps, term Employees shall be hired and they will become members for the duration of their term.

4.04 JOB SECURITY

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

ARTICLE 5

UNION REPRESENTATIVES

- 5.01 The Union, in conjunction with the Employer, shall agree on the number and the jurisdiction of each Shop Steward, taking into account both operational and geographic considerations. The Union shall notify the Employer in writing the name of its representatives.
- 5.02 A local Union representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate Employee complaints, or process a grievance or undertake any other Union business during working hours. Such permission will not be unreasonably withheld. Where practicable, the representative shall report back to his/her supervisor before resuming his/her normal duties.
- 5.03 Where practicable, when the Employer requests the presence of a Union representative at a meeting, such request will be communicated to the Employee's supervisor.
- 5.04 **SHOP STEWARDS**
- a. The Corps agrees to recognize duly appointed Shop Stewards, provided the Union has first advised the Corps in writing of the name of the Employee so appointed. The Union agrees to advise the Corps in writing of any changes made from time to time.
 - b. The Shop Steward must not leave his or her assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
 - c. The necessary time which is spent by a Shop Steward during his or her regular working hours in reporting and resolving grievances, or in attending meetings specifically relating to such grievances shall be considered 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 Corps Divisional Office that an Executive Officer from the Union Local would like to visit a bargaining unit work site, Divisional Office shall:

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

ARTICLE 6

USE OF 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 management or the Union.
- 6.03 Subject to operational requirements, the Corps may permit union representatives to use the Corps' local telephone/fax and email systems, for the purpose of conducting legitimate union business.

ARTICLE 7

EMPLOYEE ORIENTATION

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

ARTICLE 8

RAND FORMULA

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

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

8.08 CHECK-OFF: ASSIGNMENT OF WAGES

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

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

8.09 CHECK-OFF: PROCESS AND PROCEDURES

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

ARTICLE 9

INFORMATION

- 9.01 The employer shall provide to the Local President with a nominal roll of all newly qualified Commissionaires which will include the Corps number, address and telephone number. This nominal roll will be provided prior to the President's briefing at all Divisional introductory days.
- 9.02 The Union agrees to supply each employee with a copy of the Collective Agreement. The parties agree to share equally, the cost of printing the Collective Agreement.
- 9.03 The Employer agrees to provide to the President of the Local Union of PSAC a copy of the Employer's current organization chart and as amended from time to time.
- 9.04 The employer shall provide the President of the Local Union of the PSAC a copy of the Division Policies and Procedures Manual as existing at the signing of this Collective Agreement and as amended from time to time.
- 9.05 Upon request of an employee, the personnel file of the employee shall be made available for his/her examination in the presence of an authorized representative of the Employer.

ARTICLE 10

STRIKES AND LOCKOUTS

10.01 NO STRIKES OR LOCKOUTS

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

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

ARTICLE 11

NO DISCRIMINATION

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

11.02 COMPLAINT PROCESS

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

ARTICLE 12

NO HARASSMENT

12.01 COMPLAINT PROCESS

- a) If an Employee complains that he/she has been the subject of discrimination, including sexual harassment and personal harassment, then the employee shall follow the process set out in the Employer's procedures, rules and regulations for the purpose of attempting to resolve the complaint. The Employee will be entitled to Union representation at all stages of the complaint process.
- b) If the Employee's complaint is not satisfactorily resolved pursuant to Article 12.01 (a) then the Employee may submit a grievance at Step Two of the grievance procedure.

ARTICLE 13

POLITICAL RIGHTS

13.01

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

ARTICLE 14

STATUTORY HOLIDAYS

14.01

The following shall be paid Statutory Holidays:

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

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

ARTICLE 15

VACATION LEAVE

15.01 ANNUAL VACATION

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

15.02 PROCEDURE

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

15.03 VACATION PAY

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

15.04 FLOATER BONUS DAY

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

ARTICLE 16

LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

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

ARTICLE 17

OTHER LEAVE WITH OR WITHOUT PAY

17.01 FAMILY RESPONSIBILITY LEAVE

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

17.02 JURY DUTY

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

17.03 COURT APPEARANCES

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

17.04 LEAVE FOR CULTURAL AND RELIGIOUS OBLIGATIONS

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

17.05 BEREAVEMENT AND SPECIAL OCCASION LEAVE

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

- a. To attend the funeral or memorial service of a member of the Employee's immediate family. "Immediate family" means a spouse, including a common law spouse, a child, father, mother, brother, sister, mother-in-law, father-in-law, grandfather, grandmother,

brother-in-law or sister-in-law.

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

17.06 MATERNITY LEAVE

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

17.07 PARENTAL LEAVE

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

- iv. For an 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 17.10 (b).

17.08 MILITARY DUTY LEAVE

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

17.09 LEAVE TO VOTE

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

17.10 SPECIAL LEAVE

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

17.11 PROCEDURES

- a) The procedure for the application for and the taking of the leaves set out herein shall be in accordance with the Employer's leave policy and procedures.
- b) Leaves taken pursuant to Articles 17.05, 17.06, 17.08, and 17.10 shall be in accordance with Section 56 of the Employment Standards Act.

ARTICLE 18

SICK/PERSONAL NEEDS LEAVE

18.01

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

18.02

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

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

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

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

ARTICLE 19

SEVERENCE PAY, LAYOFF AND RECALL

19.01 WORK SITE MANNING REDUCTIONS

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

the work site where the reduction(s) have occurred.

19.02 CONTRACT TERMINATIONS

At the end of fixed term contracts, or when a contract 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.

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 option:
 - (i) Employees may apply for transfer to a recall list, where they will be considered for placement in available bargaining 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 Corps, in its discretion, in determining whether or not the employee with the most seniority will be offered a specific position.
 - (ii) Employees may take their release from the Corps.

ARTICLE 20

SENIORITY

- 20.01 Seniority is defined as the length of service of the employee at his or her work site from the date of assignment to that work site. Bargaining unit seniority is the length of continuous service with the Corps and is accumulative
- 20.02 When two (2) or more employees commence work on the same day at a work site, their relative seniority shall be determined with reference to the employee's bargaining unit seniority.
- 20.03 The Corps shall maintain seniority lists showing the date upon which each bargaining unit employee's service with Corps commenced and the date of assignment to the work site, in accordance with Article 20.01. Those lists of employees in the bargaining unit shall be sent to the Union and posted in March and September of each year. An employee shall have sixty (60) days to bring any errors to the attention of management.
- 20.04
- (a) There shall be a probationary period of ninety (90) calendar days for all employees.
 - (b) The Corps may reject a probationary employee at any time during the probationary period for cause. The test of cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which the employee has been appointed.
 - (c) Where a written performance evaluation indicates doubt as to the probationary employee's suitability for status as a regular employee, the Corps may, at its sole discretion, extend the probation period.
 - (d) Employees who remain in the employ of the Corps for their complete period of probation shall have seniority effective from their most recent date of hire by the Corps.

- 20.05 An employee shall lose his/her seniority in the event that the employee:
- (a) is discharged for just cause and is not reinstated by an Arbitrator or under the Grievance Procedure;
 - (b) resigns in writing;
 - (c) is absent from work in excess of seven (7) working days without the approval of the Corps;
 - (d) is laid off and fails to return to work within ten (10) working days after he/she has been notified by registered mail to do so by the Corps;
 - (e) works for a competitor in the security services industry while on leave from employment with the Corps without written approval from the Corps (to apply to regular full-time employees who are scheduled to work thirty (30) or more hours per week and who have completed probation).
- 20.06 Employees temporarily appointed or on an acting assignment outside the bargaining unit shall retain and accumulate seniority, for a period not to exceed ninety (90) days and shall retain that seniority for a period not to exceed one (1) year from the date of appointment/assignment.
- 20.07 No employee shall be transferred without his or her permission to a position nor required to perform any work outside their bargaining unit.

ARTICLE 21

EMPLOYEE STATUS/GENERAL CONDITIONS

21.01 ELIGIBILITY, SELECTION, RECRUITMENT, TRAINING AND ENROLMENT

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

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

21.03 RETIREMENT AGE

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

21.04 QUALIFICATIONS

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

21.05 CONFIDENTIALITY

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

21.06 DRESS AND DEPARTMENT

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

21.07 SEASONAL EMPLOYEES

Shall be governed by the following:

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

ARTICLE 22

PAY ADMINISTRATION

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

22.02

(a) Upon initial appointment an Employee shall be paid the hourly rate prescribed for the position.

(b) An Employee appointed to a higher hourly rated position shall be paid the hourly rate prescribed for the position.

(c) Opportunities to be appointed to a higher hourly rated position shall be distributed on an equitable basis among qualified Employees at the Detachment.

22.03 **WAGES**

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

22.04 **EFFECTIVE DATE**

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

ARTICLE 23

TRAVEL EXPENSES

- 23.01 Employees traveling for the purpose of conducting business on behalf of the Employer will be reimbursed actual and reasonable expenses incurred. The Employer agrees to continue the current practice of providing advances for Employee's expenses.
- 23.02 Time spent in transit to attend training or to conduct business on behalf of the Corps shall be treated as time worked, and will be paid at straight time rates to a maximum of eight (8) hours in any one day. Time spent traveling to courses, training sessions, conferences and seminars shall not be paid unless the Employee is required to attend by the Employer.
- 23.03 For the purposes of this Agreement, traveling time is compensated for only in the circumstances and to the extent provided for in this Article.
- 23.04 When an Employee is required to travel on Employer business, the time of departure and the means of such travel shall be determined by the Employer and the Employee will be compensated for travel time in accordance with clause 23.02. Traveling time shall include time necessarily spent at each stopover enroute.
- 23.05 For the purpose of clause 23.02, the traveling time for which an Employee shall be compensated is as follows:
- a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer; and
 - b) for travel by private means of transportation, the normal time as determined by the Employer, to proceed from the Employee's place of residence or workplace, as applicable, direct to the Employee's destination and upon the Employee's return, direct back to the Employee's residence or workplace.

23.06 USE OF PERSONAL VEHICLE

An Employee authorized by the Employer to use their personal vehicle for the purpose of conducting business on behalf of the Employer will receive a mileage rate and parking reimbursement in accordance with National Master Standing Offer in effect at the time of the vehicle use.

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. Where practicable, the Employee shall receive a minimum of twenty-four (24) hours notice of such a meeting and the written reasons for such a meeting.
- 24.03 No Employee will be disciplined without just and reasonable cause. When an Employee is suspended from duty, the Employer undertakes to notify the Employee in writing of the reason for such suspension within 72 hours.
- 24.04 Discipline, when imposed, shall be imposed in a timely manner. An employee shall be made aware of all disciplinary reports that have been placed on the Employee's performance file. The Corps shall not introduce as evidence in a hearing related to discipline or discharge any document from the file of an Employee the contents of which the Employee was not aware of at the time of filing, or within a reasonable period thereafter.
- 24.05 The Employer agrees that discipline should be corrective in nature and depending upon the nature of the infraction should normally impose a verbal or written warning before imposing a suspension or resorting to termination.
- 24.06 In cases of written reprimand, suspension or dismissal, the Employer shall provide the Local President with a written record of any disciplinary action taken against the Employee including the reason(s) for the disciplinary action within seventy-two (72) hours of the action.
- 24.07 *Whistle blowing Protection.* No employee will be disciplined for reporting any abuse of office by the Employer or any representative of the Employer.

24.08 DISCIPLINE

The Employer is committed to a full and proper investigation of all alleged employment infractions and the application of necessary discipline in a fair, equitable and consistent manner.

- 24.09 A document or written statement, other than a performance appraisal or a record of suspension, related to disciplinary action, which may have been placed on the personnel file of an Employee, shall, upon the written request of an Employee, be destroyed after the expiration of two (2) years since the disciplinary action was finally resolved, provided that no further disciplinary action has been recorded during this period.

ARTICLE 25

HEALTH AND SAFETY

- 25.01 The Employer and the Union agree that work practices shall be governed by the British Columbia and Yukon Health and Safety Acts. The Employer may develop and issue safe practice regulations in consultation with the Health and Safety Committee.
- 25.02 Joint Health and Safety Committee. A Joint Health and Safety Committee shall be formed of Employer and Union representatives at headquarters, relating to work sites that are not covered under Section 118 of the Occupational Health and Safety Act – Multiple Employer Workplace or Prime Contractor. The Joint Committee will operate in accordance with Division 4 – Joint Committee and Worker Representatives, as stipulated by the Occupational Health and Safety Act.
- 25.03 The Employer shall provide protective clothing and equipment, except for safety footwear, that are required in the performance of the employee's duties. Where protective clothing is supplied, the Employer agrees to furnish, replace or repair any such damaged clothing.
- 25.04 The 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, Job Opportunity line, faxes to worksites, newsletters, and website.
- 26.02 The postings shall be for a minimum of seven (7) days, and the posting shall indicate the closing date. The posting shall be restricted to the detachment where the vacancy occurs. If a suitable candidate is not found, the posting may be reposted bargaining unit wide for a minimum of seven (7) days, and the posting shall indicate the closing date. Should a suitable candidate not be found within the bargaining unit a posting will be reposted Division wide for a minimum of seven (7) days, and the posting shall indicate the closing date.
- 26.03 The posting shall contain the requirements and the wage of the job opportunity. In this Article, "requirements" means skills, qualifications, abilities, and experience, license and certification.
- 26.04 The requirements contained in the posting shall conform to clients' requirements.
- 26.05 The posting shall be forwarded to the Union for information at the same time as its communication to the bargaining unit.
- 26.06 All non-probationary employees who apply for a job opportunity shall be considered to be candidates in the selection process.
- 26.07 The candidates for the job opportunities will be evaluated according to the posted requirements. In filling the job opportunity, the position shall be awarded based on the requirements. Job selection by the Corps shall be determined on the principle of merit, which shall include a consideration of the skills, abilities, knowledge and experience of the candidates.
- 26.08 **APPOINTMENT FACTORS**

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

- (a) **Qualifications:** the skills and training requested by a client;
- (b) **Performance of Duty:** evidence of loyalty, stability, dependability, punctuality and a strong sense of responsibility;
- (c) **Suitability:** a courteous, dignified manner, congeniality, enthusiasm, good appearance and physical condition:

- (d) Seniority in itself, seniority does not establish a right to work and seniority alone will not be a deciding factor in determining who should or should not be employed in any given capacity.

26.09 CLIENT ACCEPTANCE

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

Standards Act if their employment was considered to have been terminated from the Division without cause.

- v. The Commissionaire will be given priority consideration for placement at the next permanent site having a vacancy, with work as near as possible equivalent to that which he/she performed at the original site pending acceptability at the new site.

- 26.10 The results of the competition shall normally be published within two (2) weeks of the date of selection and the name of the successful candidate will be posted. Where the client is part of the selection process the client's selection will be final.
- 26.11 In the case of a transfer or a promotion of a regular employee, the successful applicant shall assume his/her new duties on a trial basis for sixty (60) working days. The Corps shall confirm the employee's appointment after the trial period as sixty (60) working days, unless the Corps deems the employee's service unsatisfactory. In the event that the successful applicant proves unsuitable in the position during the trial period, or if the employee shall be returned to their former position, wage or salary rate, if not redundant, and if redundant, then to a comparable position, wage or salary rate of the employee's former position is available. Likewise, any other employee promoted or transferred because of the successful applicant's promotion shall be returned to their former position or to a comparable position, wage or salary rate without loss of seniority, if such a comparable position is available.
- 26.12 As far as possible, the Employer shall ensure that there is no conflict of interest between any of the members of the selection board and any of the candidates.
- 26.13 In the case of an assignment of an A List employee, to a regular position, that employee shall remain on the A list for the duration of the thirty (30) day probationary period and if found not to be satisfactory that employee shall be returned to the A List for further casual employment.

26.14 NOTICE OF RESIGNATION

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

26.15 EMPLOYEE VOLUNTARY RELOCATION

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

ARTICLE 27

GRIEVANCE PROCEDURE

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

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 Employers decision under the Step 1 render a grievance in writing, including the redress requested, to the Chief Executive Officer, of the Corps as Step 2 with a copy to Human Resources. The Chief Executive Officer, or his designate shall call a meeting and render a decision with twelve (12) calendar days of the receipt of the grievance.

STEP 3:

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

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

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

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

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

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

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

27.07 COMPLAINT STAGE

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

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

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

ARTICLE 28

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

SHIFT SCHEDULING

- 28.01 Shift schedules for employees covered under this Collective Agreement will be prepared and maintained by the Detachment supervisor to make optimum use of available employees.
- 28.02 Approval for shift change rests with the Detachment supervisor. Personal arrangements between employees to trade shifts are not permitted without the prior approval of their Detachment supervisor.
- 28.03 Detachment supervisors may change employees from one duty position to another within their area 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. Work is assigned in accordance with aptitude, fitness and positive attitude, with the most hours being allotted to those Employees who have demonstrated their willingness to cheerfully meet client requirements.

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

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

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

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

ARTICLE 30

INSURANCE PLANS

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

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

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

ARTICLE 31

GROUP REGISTERED RETIREMENT SAVINGS PLAN

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

ARTICLE 32

TECHNOLOGICAL CHANGE

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

ARTICLE 33

PROFESSIONAL MEMBERSHIP, REGISTRATION AND LICENCE FEES

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

ARTICLE 34

JOINT-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 to this agreement shall consult meaningfully and constructively at the appropriate level about contemplated changes in conditions of employment or working conditions not covered by this agreement.
- 34.03 The Employer agrees to give the Union reasonable opportunity to consider and to consult meaningfully and constructively prior to introducing new or changing policies affecting conditions of employment or working conditions not governed by the Agreement.
- 34.04 The Committee shall not have jurisdiction over any matter of collective bargaining or the administration of the Agreement. The Committee shall not have the power to bind either the Union, the employees or the Employer to any conclusions reached in their discussions.
- 34.05 The Employer will grant leave without loss of pay to Employees attending joint consultation meetings.
- 34.06 This Committee shall alternate the chair between representatives of the Union and the Employer at each meeting.

ARTICLE 35

MISCELLANEOUS

35.01 GENDER REFERENCES

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

35.02 MEANING

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

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

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

35.04 EXTENT

(a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision, which would be contrary to any existing Federal or Provincial legislation or regulations passed pursuant thereto. In the event that any term, condition or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertence, error or misunderstanding, is in fact or in law contrary to such Federal or Provincial legislation or regulation, then such term, condition or provision or part thereof is void and of no effect.

(b) In the event that existing Federal or Provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Corps and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

ARTICLE 36

TERM OF THE COLLECTIVE AGREEMENT

36.01 DURATION

(a) This Agreement shall be for a period of five (5) years commencing on April 1, 2007 and ending on March 31, 2012.

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, 2007.

(d) Commissionaires shall receive a wage increase of 70.5% of the wages portions of escalators built into individual client contract(s) in years 2, 3, 4 and 5 of this agreement or \$0.15 (fifteen cents) per hour whichever is greater.

(e) 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

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 Bylaw 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

SAFETY BOOT ALLOWANCE

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

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