

COLLECTIVE AGREEMENT

BETWEEN

**THE CANADIAN CORPS OF COMMISSIONAIRES
(OTTAWA DIVISION)**

AND

**THE PUBLIC SERVICE ALLIANCE OF CANADA
DIRECT CHARTER LOCAL 608**

February 7, 2002 to February 6, 2005

Expiry date February 6, 2005

PSAC / Canadian Corps of Commissionaire (Ottawa Division)
Collective Agreement

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ARTICLE 1- PURPOSE AND SCOPE OF THE COLLECTIVE AGREEMENT

1.01 The purpose of this Agreement is to establish harmonious and mutually beneficial relationships between The Canadian Corps of Commissionaires (Ottawa Division),

the Alliance and the employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.

1.02 The provisions of this Agreement apply to the Union, employees and the Division (Employer).

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Except to the extent provided herein, this Agreement in no way restricts the authority of the employer.

2.02 Without restricting the intent of the foregoing, the Union recognizes that the Division has the right to:

- a. Maintain order, discipline and efficiency of its employees.
- b. Hire, classify, transfer, promote, demote, lay off, suspend or fire employees for just and sufficient cause.
- c. Put into effect rules on safety and discipline as described in the employer's policies and procedures, subject to the grievance and arbitration procedures.
- d. Impose disciplinary actions, evaluate employees' competence, knowledge, efficiency and abilities in accordance with the employer's policies and procedures, subject to the grievance and arbitration procedures.
- e. Without restricting the general intent of the preceding, manage and operate the Division, determine the type of operations, the terms and conditions of execution, the work schedule, and decide on expansion, limitation or ceasing of operations.

2.03 The rights set forth in this Article and those otherwise retained by management shall be exercised in conformity with the provisions of this Agreement reasonably, fairly, in good faith and without discrimination.

ARTICLE 3 - DEFINITIONS

Alliance means the Public Service Alliance of Canada

ARTICLE 3 - CONTINUED

Bargaining Unit means the Employees of the Ottawa Division in the group described in Article 4.01.

Billing Rate means the total hourly rate charged to a client to recover the cost of wages, benefits and general Division overhead. Any contract specific overhead costs that may be included in the charges to the client are not included in the definition of billing rate.

Classification means the pay rate or pay level applicable to a position with a client of the Division.

Common-law spouse A common-law spouse relationship exists when, for a continuous period of at least one (1) year, an Employee has lived with a person, publicly represented that person to be his/her spouse, and continues to live with the person as if that person were his/her spouse.

Continuous Employment means employment in the bargaining unit without having a break in employment, except where such a break is authorized in the collective agreement.

Day of rest In relation to employees who have regularly scheduled shifts, this means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave or absent from duty without permission.

Division means the Canadian Corps of Commissionaires (Ottawa Division).

Employee means a person who is a member of the bargaining unit specified in Article 4.01.

Employer	means the Canadian Corps of Commissionaires (Ottawa Division), also known as the "Division".
Fiscal Year	means the period between 01 April and 31 March of the following year.
Holiday	means: <ul style="list-style-type: none"> (a) the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement; (b) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:

ARTICLE 3 - CONTINUED

- (i) on the day it commenced where half (1/2) or more of the hours worked fall on that day, or
- (ii) on the day it terminates where more than half (1/2) of the hours worked fall on that day,
- (iii) if the shift straddles two days, and the number of hours worked on each day are equal, the shift will be determined to have been worked on the day on which the shift began.

Hourly rate of pay	means the hourly rate of pay established for the contract for which the duties are performed.
Lay-off	means the termination of an employee's employment because of lack of work or because of the discontinuance of a function.
Leave	means authorized absence from duty by an employee during his or her regular or normal hours of work.
Membership dues	means the dues established pursuant to the constitution of the Alliance as the dues payable by its member as a consequence of their membership in the Alliance, and shall not include any initiation fee or insurance premium.

National Master Standing Offer (NMSO)	means the agreement with the federal government and the Canadian Corps of Commissionaires for the provision of Commissionaire services.
Post	means a place of work that can include, when the subject of a single contract, many buildings or worksites belonging to the same client.
Premium Pay	means the premium rate of pay established in accordance with the Employment Standards Act of Ontario and paid under Article 14.03 for working on a designated holiday.
Public Holiday Pay	means an Employee's entitlement with respect to the Public Holidays listed in Article 14 of this agreement and calculated in accordance with the Employment Standards Act of Ontario.
Regular Employee	means an Employee assigned to a regular position as opposed to an Employee working from the Spares Board.
Regular rate of pay	means the rate of pay established to be paid for the job being performed and will be as detailed in Appendix A.

ARTICLE 3 - CONTINUED

Section	means a post or group of posts within a defined geographical region.
Sick Leave Credits	means money set aside by the Employer in an Employee's sick pay account (or bank), to be paid at a later date in accordance with Article 18.
Spare	means an employee who is assigned work from the spares list and who may be assigned on a regular basis to a specific post.
Spouse	will, when required, be interpreted to include "common-law spouse".
Time and one-half	means one and one-half (1 ½) times the Employee's hourly rate of pay.

Vacation Pay Credits means money set aside by the Employer in an Employee's vacation pay account (or bank), to be paid at a later date in accordance with Article 15.

ARTICLE 4 - RECOGNITION AND BARGAINING UNIT WORK

4.01 The Canadian Corps of Commissionaires (Ottawa Division) recognizes the Public Service Alliance of Canada as the sole and exclusive bargaining agent for all employees of the Division described in the certificates issued February 7, 2002:

“All Commissionaires of the Canadian Corps of Commissionaires (Ottawa Division) in the District of Sudbury and the District of Timiskaming, save and accept Post Supervisors and persons above the rank of Post Supervisor.”

Given at Toronto on February 7, 2002.

4.02 Persons not covered by the terms of this agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except in emergencies when regular employees are not available. The Local shall be advised in such emergencies.

ARTICLE 5 - UNION REPRESENTATIVES

5.01 The Division acknowledges the right of the Union to appoint or otherwise select employees as representatives.

5.02 The Union shall notify the Division in writing of the name and jurisdiction of its representatives.

5.03 A local Union representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate employee complaints, or

ARTICLE 5 - CONTINUED

process a grievance or undertake any other union business during working hours. Such permission will not be unreasonably withheld. Where practical, the representative shall report back to his/her supervisor before resuming his/her normal duties.

- 5.04 The Employer shall ensure that new employees are introduced to a representative of the Union within a month of their start date.
- 5.05 Where practical, when the Employer requests the presence of a Union representative at a meeting, such request will be communicated to the employee's supervisor

ARTICLE 6 - USE OF EMPLOYER FACILITIES

- 6.01 Where the client agrees, the Division will arrange a space for a Bulletin Board at each worksite for the purpose of posting official Union notices, and a space for the placement of reasonable quantities of literature of the Union. Where the client disagrees, the union will provide a binder at the worksite for display of union materials.
- 6.02 Unless access is denied by the client, a duly accredited representative of the Public Service Alliance of Canada shall be permitted access to the worksite to assist in the resolution of a complaint or grievance and to attend meetings called by management or the Union.

ARTICLE 7 - EMPLOYEE ORIENTATION

- 7.01 The Employer shall permit new employees within the bargaining unit to meet with a local Union representative for a maximum of one hour without loss of pay, as part of the employee's orientation.

ARTICLE 8 - CHECK-OFF

- 8.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the membership dues from the pay of all employees in the bargaining unit. All employees shall, as a condition of their continued employment, become and remain members in good standing of the Union. Such membership shall begin upon the initial date of employment.
- 8.02 For the purpose of applying this Article, deductions from pay for each employee will start with the first payday on which the employee has earnings.

8.03 The Union shall inform the Employer in writing of the percentage of gross wages to be checked off for each employee.

ARTICLE 8 – CONTINUED

8.04 The amounts deducted in accordance with Clause 8.01 shall be remitted to the Comptroller of the Union by cheque no later than twenty-one (21) days following each bi-weekly pay day on which the deductions were made, and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

8.05 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.

8.06 The Union agrees to indemnify and save the Division 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.

8.07 The Employer shall provide the local Union President, on an annual basis, a complete list of all persons employed by the Division, in the District of Sudbury and the District of Timiskaming. This list shall indicate who is included and who is excluded from Check-off.

ARTICLE 9 - INFORMATION

9.01 The Employer shall provide the Local, within a period of fifteen (15) days, with the names, classification and work location of newly appointed employees.

9.02 The Employer 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 Division agrees to provide to the President of the Local Union of PSAC a copy of the Employer's current organization chart for the District of Sudbury and the District of Timiskaming and as amended from time to time.

- 9.04 (a) The Employer shall provide the President of the Local Union a copy of the Division Policies and Procedures Manual and a copy of the National Standing Offer for the current year as existing at the signing of this collective agreement and as amended from time to time.
- (b) The Employer shall allow the PSAC Representative access to all copies of contracts for service provided by members of the bargaining unit. When required for negotiations, a synopsis of the contracts and copies of pertinent areas shall be provided to the PSAC Representative. The Union agrees to

ARTICLE 9 - CONTINUED

sign a non-disclosure document relative to information provided on Division contracts.

ARTICLE 10 – STRIKES AND LOCKOUTS

- 10.01 There shall be no strikes or no lockouts during the life of this Agreement.
- 10.02 Where an employee expresses a concern for his or her safety in attempting to cross a picket-line or any demonstrations on or at the Client's premises, the Division will ensure a safe access to the workplace. No employee will be disciplined if he or she refuses to cross a picket line or demonstration out of concern for his or her safety.
- 10.03 If employees are prevented from performing their duties because of a strike or lockout, the employees shall report the matter to the Division, and the Division will make every reasonable effort to ensure that such employees are employed elsewhere.

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, a conviction for which a pardon has been granted, or membership or activity in the Union.

ARTICLE 12 - NO SEXUAL/PERSONAL HARASSMENT

- 12.01 The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment and the Employer undertakes to ensure that sexual and personal harassment will not be tolerated in the workplace.
- 12.02 (a) Any employee who feels that he or she has been the subject of sexual or personal harassment shall follow the process set out in the Division's DPP # 36, which was issued in October 2002, in order to seek resolution to that harassment. The employee will be entitled to Union representation at all stages of the process.
- (b) The Division agrees that any amendments to DPP # 36, issued in October 2002, will not affect members of the bargaining unit unless the bargaining unit approves such amendments.

ARTICLE 12 – CONTINUED

- 12.03 Where the nature of the complaint is such that the employee does not feel that an internal investigation as per the policy in DPP # 36.22 will resolve the issue, then an external investigator shall be appointed.
- 12.04 If the employee's complaint is not satisfactorily resolved, the employee may submit a grievance in accordance with Step Two of the grievance procedure.

ARTICLE 13 - POLITICAL RIGHTS

- 13.01 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.
- 13.02 If an employee is elected to a political office, they shall be entitled to a leave of absence without pay or benefits for a period coinciding with their first term of office. Upon completion of their first term of office, the employee will be returned

to the first available position on the spares board in the Sudbury/Kirkland Lake district.

ARTICLE 14 - DESIGNATED PAID HOLIDAYS

14.01 The following shall be paid holidays:

- a. New Year's Day
- b. Good Friday
- c. Victoria Day
- d. Canada Day
- e. Labour Day
- f. Thanksgiving Day
- g. Remembrance Day
- h. Christmas Day
- i. Boxing Day
- j. Any other day prescribed as a paid public holiday by the Employment Standards Act of Ontario or any special day decreed as a paid public holiday on a one-time basis by the Parliament of Canada.

14.02 An employee who works both his or her scheduled full working day immediately preceding and following a designated holiday as defined in Article 14.01, shall be paid public holiday pay for the designated holiday in accordance with the terms and conditions of the Employment Standard's Act of Ontario.

14.03 An employee who works on a designated holiday shall be paid, in addition to the public holiday pay he or she is entitled to receive under Article 14.02, premium pay of time and one-half (1 1/2) for all hours worked on the designated holiday.

ARTICLE 14 – CONTINUED

14.04 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of compensation in accordance with the provisions of Article 14.03, or four (4) hours' pay at the public holiday premium rate (time and one-half).

14.05 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

ARTICLE 15 – VACATION LEAVE

- 15.01 A vacation year shall be from May 1st to April 30th of the following calendar year, inclusive.
- 15.02 Every employee is entitled to two weeks vacation time off during a vacation year. Employees with more than five years of continuous employment are entitled to three weeks vacation time off. All leave must be scheduled in accordance with Article 15.05.
- 15.03
- (a) For employees with less than five years of continuous service, vacation pay credits are earned at the rate of four percent (4%) of wages earned excluding vacation pay, but including regular wages, overtime, sick pay, statutory holiday pay and statutory holiday premiums.
 - (b) To use vacation pay credits an employee must complete a vacation entitlement year.
 - (c) The Employer agrees to continue the present practice of:
 - (i) a one time cash-out of vacation pay credits per vacation year, paid upon the Employee's request,
 - (ii) a mandatory payout of all unpaid vacation pay credits no later than at the end of the fiscal year following the vacation entitlement year, and
 - (iii) subject to operational requirements, allowing an Employee to take vacation as single days, and if the Employee has sufficient vacation pay credits, to pay the Employee for that vacation day on the normal payday for the period in which the vacation was taken.
- 15.04
- (a) For employees with five or more years of continuous service, vacation pay credits are earned at the rate of six percent (6%) of wages earned excluding vacation pay, but including regular wages, overtime, sick pay, statutory holiday pay and statutory holiday premiums.
 - (b) To use vacation pay credits an employee must complete a vacation entitlement year.
 - (c) The Employer agrees to continue the present practice of:
 - (i) a one time cash-out of vacation pay credits per vacation year, paid

ARTICLE 15 – CONTINUED

upon the Employee's request,

- (ii) a mandatory payout of all unpaid vacation pay credits no later than at the end of the fiscal year following the vacation entitlement year, and
- (iii) subject to operational requirements, allowing an Employee to take vacation as single days, and if the Employee has sufficient vacation pay credits, to pay the Employee for that vacation day on the normal payday for the period in which the vacation was taken.

- 15.05 Scheduling of Vacation Leave. Employees are expected to take their vacation leave during the year of entitlement. Prior to the start of each leave year, employees will be asked to provide the Employer with their leave preferences. Subject to operational requirements, the Employer will provide the leave as requested. Employees will be given priority for selection of leave times based on seniority. However, once the leave plan has been published, changes will only be made if they do not adversely interfere with another employee's scheduled leave.
- 15.06 The Employer shall give an employee as much notice as possible of approval, rejection or cancellation of a request for vacation leave with pay. In the case of rejection, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.
- 15.07 The Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay. When, during any period of vacation leave with pay, an employee who has left the geographic area of his residence is recalled to duty, the employee shall be reimbursed expenses that the employee incurs:
- (a) in returning to the employee's residence; and
 - (b) in returning to the place from which the employee was recalled if he or she immediately resumes vacation upon completing the assignment for which he or she was recalled.
- 15.08 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 15.07 to be reimbursed for reasonable expenses incurred by the employee
- 15.09 Cancellation of Approved Leave. When the Employer cancels or alters a period of vacation which it had previously approved, the Employer shall reimburse the

employee for the non-returnable portion of vacation contracts and reservations made by the employee with respect to that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

ARTICLE 15 – CONTINUED

- 15.10 When an employee ceases to be employed, for any reason, the employee or the employee's estate shall be paid all vacation pay credits that have been earned and not taken by the employee.

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 or the Ontario Labour Relations Board.
- 16.02 The Employer will grant leave with pay to employee(s) who are meeting with management on behalf of the Union.
- 16.03 The Employer will grant leave with pay to an employee who is:
- (a) party to the arbitration or a hearing before the Ontario Labour Relations Board;
 - (b) the representative of an employee who is party to an arbitration.
- 16.04 The Employer will grant leave without pay to a reasonable number of employee(s) representing the Union before an Interest Arbitration Board, Conciliation Board or Alternative Dispute Resolution Process.
- 16.05 The Employer will grant leave with pay for up to three employees, to a maximum of 120 regular hours. Following the use of the 120 hours for contract negotiations, the Division will grant leave without pay to employees for purposes of completing contract negotiations. For the purposes of this Article, all hours used beyond the 120 hours shall be paid by the Division and the Division shall invoice the Union for

actual wages paid, plus 15 percent to cover employee benefits. The union agrees to pay such invoice within forty-five (45) days of receipt of the invoice.

- 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.
- 16.07 Subject to operational requirements, 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.

ARTICLE 16 – CONTINUED

- 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, subject to operational requirements, to grant leave without pay.
- 16.09
- (a) 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. Where allowed under the terms of insurance policies, the employee may continue to contribute to insurance related benefits during the above mentioned leave as though he/she was at work, providing that the employee pays both the employee and employer contributions. 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.
 - (b) Such an employee has the right to be returned to the first available position on the Spares Board in the Sudbury/Kirkland Lake District.
 - (c) If the employee was in a permanent position prior to taking leave without pay, that employee will comply with Article 16.09(b) until such time as a permanent position for which he or she is qualified becomes available. To be placed in a position under this clause, the employee must meet the qualifications of the

position and the placement cannot be of a higher level than the position vacated by the employee.

ARTICLE 17 – OTHER LEAVE WITH OR WITHOUT PAY

17.01 Spousal Union Leave with Pay. An employee shall be granted two (2) days leave with pay for the purpose of declaring Spousal Union with another person in a public ceremony.

17.02 Emergency Leave for Family Related Responsibilities.

(a) For the purpose of this clause, family is defined as:

- (i) employee's spouse or same-sex partner;
- (ii) a parent, step-parent or foster parent of the employee or his/her spouse or same-sex partner;
- (iii) a child, step-child, or foster child of the employee or his/her spouse or same-sex partner;
- (iv) a grandparent, step-grandparent, grandchild, or step-grandchild of the employee or his/her spouse or same-sex partner;
- (v) the spouse, or same-sex partner of a child of the employee;
- (vi) the employee's brother or sister; and

ARTICLE 17 – CONTINUED

- (vii) a relative of the employee who is dependent on the employee for care or assistance.

(b) The Employer shall grant leave without pay for up to ten (10) days for the death, illness, injury, medical emergency or other urgent matter concerning a family member as described in Article 17.02(a).

17.03 Court Leave. The Employer shall grant leave with pay to an employee for the period of time required:
a. for jury selection;
b. for jury duty to a maximum of ten (10) days;

- c. for attendance as a subpoenaed witness providing the case is related to his/her duties as Commissionaire.

17.04 Injury-on-Duty Leave/Work Related Illness Leave.

On request, an employee shall be granted injury-on-duty leave with pay when a claim has been made and approved pursuant to the Provincial Worker's Compensation Act, and the Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

- (a) personal injury accidentally received in the performance of his or her duties,
- (b) an industrial illness or a disease arising out of and in the course of the employee's employment.

This leave is intended to provide the employee with income during any delay encountered by the employee in receiving compensation benefits. To be eligible for such leave, the employee must agree to allow the Employer to be reimbursed by Workers' Compensation for any advances made by the Division to the employee, and must also agree to promptly remit to the employer any amount received from Workers' Compensation that duplicates a payment received from the Employer.

- 17.05 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.

- 17.06 Bereavement Leave with Pay. Employees are entitled to up to three (3) days paid bereavement leave relating to the death of a family member as defined in Article 17.02(a). The employee must provide proof of the death and of the relationship being claimed. Bereavement Leave will only be paid for days when

ARTICLE 17 – CONTINUED

an employee has booked off and actually missed a scheduled shift. Where circumstances necessitate, the three (3) days need not be consecutive.

17.07

Pregnancy Leave and Parental Leave Without Pay shall be provided in accordance with the Employment Standards Act of Ontario.

- (a) Every employee who has completed thirteen weeks of continuous service with the employer is entitled to and shall be granted a leave of absence from employment for the purpose of pregnancy and parental leave.
- (b) An employee who intends to take a leave of absence under this Article shall:
 - (i) give at least two (2) weeks notice in writing to the employer;
 - (ii) inform the employer in writing of the length of leave intended to be taken; and
 - (iii) give the employer in writing, at least two (2) weeks notice of any change in the intended start date, and at least four (4) weeks notice of any change in the intended end date for such leave.
- (c) Pregnancy Leave. A pregnant employee is entitled to and shall be granted Pregnancy Leave Without Pay before, on or after the termination date of the pregnancy and ending not later than seventeen (17) weeks after the termination date of her pregnancy. The employer may require an employee to submit a medical certificate certifying pregnancy and expected due date.
- (d) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation leave credits up to and beyond the date that her pregnancy terminates; and/or
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 18.

17.08

Parental Leave. Where an employee has or will have the actual care and custody of a new-born child (including an adopted child), that employee is entitled to and shall be granted an unpaid leave of absence from employment of up to thirty-seven (37) weeks within the fifty-two (52) week period beginning on the day the child is born or the day the child comes into the

employee's care, except a birth mother who took pregnancy leave may take a maximum of thirty-five (35) weeks of parental leave.

- 17.09 Continuation of Benefits. While on approved leave with or without pay, an employee is entitled to continuation of existing life, health and dental coverage for up to 120 days, on condition that the employee pays his/her portion of premiums.

ARTICLE 17 – CONTINUED

However, an employee who exercises his/her entitlement to pregnancy and/or parental leave under Article 17.07 or Article 17.08 may, with payment of his/her portion of premiums, retain coverage for the full period of such leave.

- 17.10 Leave Without Pay for Other Reasons. Subject to operational requirements, the Employer shall continue the present practice of allowing employees to take short periods of leave without pay. Employees agree to provide as much notice as possible when requesting this type of leave.
- 17.11 Military Duty or Training Leave. Employees who are members of the Canadian Armed Forces, may be granted a maximum of 12 months leave without pay when they are required for an operational mission, military duty or training. The Ottawa Division will do everything possible to protect the individual's job or to provide a similar job on the employee's return to work.

ARTICLE 18 - SICK LEAVE

- 18.01 An employee shall earn sick leave credits based on 2% of their earned wages.
- 18.02 Subject to having accumulated sick leave credits, an Employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury.
- 18.03 Sick leave with pay will not be granted for periods of less than four (4) hours unless the number of hours on the shift missed due to injury or illness is less than four (4) hours. In that instance, sick leave with pay will be granted for the number of hours on the missed shift.
- 18.04 Unused sick leave credits can be accumulated from year to year or, once per year, an employee may elect to cash-in his or her sick leave credits. However, in no instance will an employee be allowed to deplete his or her credits to less than one hour.

- 18.05 Upon termination of employment, all earned but unused sick leave credits will be paid to the employee.
- 18.06 An employee who is not able to work for seven or more continuous days due to injury or illness will be placed on Medical Patients Holding List (MPHL) status for a maximum period of 120 days. While on MPHL status, the employee is entitled to:
- (a) job protection and reassignment to his or her former position, if that position still exists on return to active employment, and
 - (b) continuation of existing life, health and dental benefits on condition that the employee pays his/her portion of the premiums.

ARTICLE 18 – CONTINUED

- 18.07 An employee who returns to work following a medical absence of more than 120 days, but less than eighteen (18) months, will be re-employed on the spares board. After eighteen (18) months of continuous absence due to illness or injury, an
- employee's employment will be reviewed to determine whether or not that employment should be continued.

ARTICLE 19 - JOB SECURITY

- 19.01 Subject to the following conditions, there shall be no contracting out of bargaining unit work.
- 19.02 In the event that the Division obtains a contract to provide services that would require sub contracting of services in the smaller communities, sub contractors will be limited to providing services in accordance with the terms and conditions of the Division's contract.
- 19.03 No employee shall be laid off and/or re-employed as a result of the sub contracting of services.

ARTICLE 20 – SEVERANCE PAY, LAYOFF AND RECALL

- 20.01 When a contract is not renewed, or is reduced, or is cancelled, the employer will attempt to find suitable alternate employment for employees who are displaced.

- 20.02 The Employer agrees to keep the union informed of reductions and/or cancellations affecting contracts and will, if requested, provide written confirmation within one week of receiving formal notification from a client of intent to reduce or cancel a contract.
- 20.03 Once the extent of any reduction to a contract is determined, the Employer will develop a re-employment plan. The Employer agrees to provide the Union with details of that plan before making it known to the affected employees.
- 20.04 The re-employment plan may include any or a combination of the following options:
- (a) Transfer of an employee to a vacant position at a rate of pay no higher than the employee's current position.
 - (b) Redistribution of the remaining hours at a site among employees at that site.
 - (c) Transfer of an employee to the spares board with priority for assignment to a future position for which the employee is suitable.

ARTICLE 20 – CONTINUED

- 20.05 In developing the re-employment plan, the employer will respect the following:
- (a) employees with the most seniority will be considered first for placement,
 - (b) employees at other sites will not be displaced, and employees will only be offered alternate employment in positions for which they are suitable.
- 20.06 If the Employer is not able to provide suitable alternate employment, the Employer will provide as much written notice as possible to the employee. The employee must then elect one of the following options:
- (a) Temporary lay-off for a period of up to one year, with the right of recall.
 - (b) Termination of employment due to "loss of contract".
- 20.07 Employees selecting temporary lay-off in accordance with Article 20.06(a), who are not recalled by the end of the one year period, will have their employment terminated and will be paid termination payments in accordance with the Employment Standards Act of Ontario.

- 20.08 Employees who accept immediate termination in accordance with Article 20.06(b), will receive termination benefits in accordance with the Employment Standards Act of Ontario.
- 20.09 If an employee refuses two reasonable offers of alternate employment, that employee's employment will be terminated and no termination benefits will be payable. The local union will be notified when a second job offer has been presented.

ARTICLE 21 - SENIORITY

- 21.01 Seniority shall be governed by the following principles:
- (a) Only employees in the bargaining unit who work at bargaining unit work shall be credited with seniority
 - (b) Grandfathering/Grandmothering of present employees
 - (i) All employees from date of hire are to be credited with one (1) year of seniority for each year in which they worked, regardless of the number of hours.
 - (c) Henceforth all employees who work 800 hours in a calendar year shall be credited with one year of seniority. Employees who work fewer than 800 hours in a calendar year shall be credited with a partial year of seniority, prorated on the basis of hours worked. No individual can accumulate more than one year of seniority in any calendar year.

ARTICLE 20 – CONTINUED

- 21.02(a) When two (2) or more employees have identical seniority, their relative seniority shall be determined by placing their names in a hat and by having an independent third party conduct a draw.
- 21.03 The seniority list as determined by the above process, consisting of the name, the amount of seniority, and the employee's TOS date shall be maintained and revised once each year during the month of January and based on service up to the end of December of the previous year. The list will be posted on Post bulletin boards

by the Employer, and a copy will be forwarded to the President of the Local Union. As well, the list shall be mailed to each member of the bargaining unit once each year, in late January.

- 21.04 An employee who feels that he/she is improperly placed on a seniority list shall have thirty (30) days from the posting date to file a grievance in accordance with the grievance procedure in this agreement.
- 21.05
- (a) Employees permanently appointed to a position outside the bargaining units shall retain their accrued seniority, but shall not accumulate further seniority unless they return to the bargaining unit.
 - (b) 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. Thereafter no further seniority shall accrue unless they return to the bargaining unit.
 - (c) No employees shall be transferred without his or her permission to a position nor required to perform any work outside their bargaining unit.
- 21.06 An employee who resigns his/her position and within sixty (60) days is re-employed within the bargaining shall retain all previous rights in relation to seniority contained in this Agreement. Except where prohibited by a contract with an insurance company, all previous rights contained in the collective agreement shall continue as if no break in service occurred.
- 21.07 An employee whose employment is terminated while employed in this bargaining unit and who is subsequently re-employed, shall be credited with previous seniority in the bargaining unit.
- 21.08 Seniority for employees who perform duties which are paid based on piece work such as Lifeline installations, shall be determined by dividing the amount of pay received for the duty by the normal hourly rate for the employee's regular position.
- 21.09 Loss of Seniority. All employees shall lose all seniority in the following circumstances:

- (a) on resignation,

ARTICLE 21 – CONTINUED

- (b) if discharged and not reinstated through the grievance/arbitration procedure,
- (c) if laid off for 24 months or longer, or
- (d) if the employee has refused to work a shift in six consecutive months unless on an approved leave of absence for that period.

ARTICLE 22 - EMPLOYEE STATUS

- 22.01 Full-time Employees. A full-time employee is one who works twenty-four (24) or more hours on average per week.
- 22.02 Part-time Employees. A part-time employee is one who works less than twenty-four hours on average per week.

ARTICLE 23 - EMPLOYEE REVIEW AND EMPLOYEE FILES

- 23.01 When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- 23.02 The Employer's representative(s) who assess an employee's performance must have observed the employee's performance for a period of at least three months.
- 23.03 The purpose of the formal assessment is to measure an employee's work performance, to assess strengths and weaknesses, and to provide guidance to the employee in cases where he or she is assessed as requiring improvement. In no case will the evaluation document be used to discipline employees.
- 23.04 An employee has the right to make written comments to be attached to the performance review form.
- 23.05 Once each calendar year, on the request of an employee, the personnel file, or specified documents from the file, shall be made available for his or her

examination in the presence of an authorized representative of the Division. The Division will have up to thirty days to respond to request.

- 23.06 All third party information shall be kept in a sealed envelope on the file with just enough information on the cover to show the content. Only the Commandant, or his designated representative shall have access to the contents.

ARTICLE 23 - CONTINUED

- 23.07 The Employer shall maintain one (1) personnel file for each employee. There shall be no disciplinary report placed on that file unless a copy of the report has been given to the employee in accordance with Article 26.

ARTICLE 24 – PAY ADMINISTRATION

- 24.01 Employees shall be paid on a bi-weekly basis at the rate of pay to which he or she is entitled.
- 24.02 An employee shall be paid the hourly rate prescribed for the position(s) at which he or she is employed.
- 24.03 Rates of pay shall be in accordance with Appendix “A” attached hereto.
- 24.04 The Employer may appoint an employee to a position outside the bargaining unit on an acting basis for a period of up to one (1) year, during which time the employee may be returned by the Employer to his or her former position at the rate of pay to which he or she would have otherwise been entitled within the bargaining unit. The acting appointment may be extended beyond one (1) year to accommodate a temporary vacancy.
- 24.05 When an employee is required by the Employer to perform duties of a position with a higher rate of pay in an acting capacity, the employee shall be paid acting pay beginning from the first hour at which he or she commenced to act. Although rates of pay will usually be at the same rate as the person replaced, when the full duties of the position are not performed, the rate of pay will be at the level negotiated with the Division’s client.

ARTICLE 25 – TRAVEL TIME, SCHEDULING AND EXPENSES

- 25.01 Employees traveling for the purpose of conducting business on behalf of the Division will be reimbursed for expenses incurred.
- 25.02 Reimbursement for travel on behalf of the Division will be not less than at rates established by the Ottawa Division Travel and Living Rates Policy dated April 1, 2002, as amended from time to time, and as appended to the Collective Agreement.
- 25.03 Reimbursement for travel on behalf of clients of the Division will be reimbursed at rates negotiated in applicable contracts.

ARTICLE 25 – CONTINUED

- 25.04 The Employer agrees to provide advances for an employee where the total anticipated cost exceeds one hundred dollars (\$100.00).
- 25.05 Time spent traveling on behalf of the Division or a client will be treated as time worked. Travel to and from an employee's place of work are not considered as time worked. An employee's place of work is defined as within the Greater City of Sudbury or within Kirkland Lake as the situation dictates.
- 25.06 When an employee is required to travel on behalf of the Division, the Employer, in consultation with the Employee will determine the most practical method of transportation to be used.
- 25.07 All travel expenses are to be treated as non taxable items in accordance with the Income Tax Act.

ARTICLE 26 - SUSPENSION AND DISCIPLINE

- 26.01 The Employer agrees that discipline should be progressive and corrective in nature and, depending upon the nature of the infraction, should normally commence with a verbal warning or counseling.

- 26.02 The parties agree that the only forms of discipline that may be imposed upon an employee are: verbal warning or counseling, a recorded reprimand, a written warning, a formal warning, suspension and discharge.
- 26.03 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 employee must be informed of their rights to union representation and the implication of refusing.
- 26.04 (i) When an employee is required to attend a meeting, the purpose of which is to conduct an investigation and the probable outcome of which will result in disciplinary action, the employee is entitled to have, at his/her request, a representative of the Union attend the meeting. Where practical, the employee shall receive one (1) days notice of such a meeting. The employee will be advised the reasons for such a meeting.
- 26.04 (ii) When an employee is required to attend a meeting, the purpose of which is 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 practical, the employee shall receive one (1) days notice of such a meeting. The employee will be advised the reasons for such a meeting.

ARTICLE 26 – CONTINUED

- 26.05 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, within one week, of the reason for such suspension.
- 26.06 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 file. An employee shall receive a copy of any disciplinary report or written reprimand placed on the employee's file.
- 26.07 In cases of Formal Warning, suspension or dismissal, the Employer shall notify the Local President. At the employee's request a copy of the related written report shall be forwarded under confidential cover to the Local President.

- 26.08 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, cannot be used for further disciplinary action after a period of two (2) years.
- 26.09 Grievances relating to Suspension or discipline shall be filed at Step 2 of the grievance procedure in accordance with Article 29.
- 26.10 Employees shall be considered at work and paid at their straight-time rate for actual hours in attendance at disciplinary meetings called by management.
- 26.11 Whistleblowing Protection. No employee will be disciplined for reporting any abuse of office by the Employer or any representative of the Employer as long as such reporting is not done with malicious intent.

ARTICLE 27 - HEALTH AND SAFETY

- 27.01 The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventative and corrective to protect the health and safety of employees.
- The Union, in co-operation with the Employer, will encourage employees to work in a safe manner and will promote a safe and healthy work environment.
- Employees are responsible for taking the necessary measures to ensure their health, safety and physical well-being.
- 27.02 The Employer and the Union agree that work practices shall be governed by the Ontario Occupational Health and Safety Act. The Employer may develop and issue safe practice regulations in consultation with the Health and Safety Committee.

ARTICLE 27 – CONTINUED

- 27.03 Joint Health and Safety Committees
- (a) The Employer and the Union recognize the need for constructive and meaningful consultations on health and safety matters.

- (b) (i) The employees appointed to the Joint Health and Safety Committee shall perform the duties assigned to them without loss of salary or benefits.
- (ii) Union representatives on Health and Safety Committees shall be provided the necessary training in order to carry out their responsibilities as required by the Ontario Occupational Health and Safety Act. All time spent in such training shall be deemed to be time at work.
- (iii) Committees shall be entitled to time off from work with no loss of earnings to attend seminars, conferences, courses sponsored by governments, clients, contractors or the Union where such courses give instruction or upgrading on health and safety matters, as approved by the Division.

27.04

When any employee notes that the quality of the environment is deteriorating, he/she is obliged to inform the Employer and the Health and Safety Committee without delay in writing, or orally if he/she believes the situation is urgent.

Accordingly, the Employer shall:

- (a) (i) ensure that the situation is investigated and that corrective action is taken, and where practical, allow a Union representative of the Health and Safety Committee to participate in the investigation;
- (ii) place the matter on the agenda of the next meeting of the Joint Health and Safety Committee.
- (b) Any investigation report arising from the examination of a problem will be sent to the Local of the Union.
- (c) If the Union is not satisfied with the results of the investigation report it may request that the Joint Health and Safety Committee conduct another investigation.
- (d) The Union representative must be present at all investigations or inspections arising under paragraph (c) of this clause.

ARTICLE 27 – CONTINUED

- 27.05 The Employer agrees to provide at no expense to the employee appropriate transportation to the nearest physician or hospital and from there to his/her home or place of work depending on the decision of the attending physician when such services are immediately required for an employee as a result of:
- (a) injury on the job, or,
 - (b) a heart attack or other serious ailment which occurs on the job.
- The employer shall notify the Local of incidents of this nature.
- 27.06 The Employer will assume the cost of providing all employees with first aid training. Current certificates covering First Aid and CPR will be provided.
- 27.07 Lifting. The Employer will provide any employee required to lift by hand any object weighing in excess of thirty (30) pounds with instructions and training in the manual handling of materials.
- 27.08(1) Right of Refusal
- An employee may refuse to work or to do particular work where he or she has reason to believe that,
- (a) any equipment, machine, device or thing the employee is to use or operate is likely to endanger himself, herself, or another worker;
 - (b) the physical condition of the workplace or the part thereof in which he or she works is likely to endanger himself or herself; or any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works is in contravention of the Ontario Occupational Health and Safety Act and such contravention is likely to endanger himself, herself or another worker. An employee may refuse to work or to do particular work where he or she has reason to believe that,
 - (c) any equipment, machine, device or thing the employee is to use or operate is likely to endanger himself, herself, or another worker;
- 27.08(2) Report of refusal to work

Upon refusing to work or do particular work, the employee shall promptly report the circumstances of the refusal to his or her Supervisor who shall forthwith investigate the report in the presence of the employee and, if there is such, in the presence of one of,

- (a) a committee member who represents workers, if any;
- (b) a health and safety representative, if any, or

ARTICLE 27 – CONTINUED

- (c) a worker who a worker who because of knowledge, experience and training has been selected by the union, who shall be made available and who shall attend without delay.

27.08(3) Worker to remain near work station

Until the investigation is completed, the worker shall remain in a safe place near his or her work station.

27.08(4) Refusal to work following investigation.

Where, following the investigation or any steps taken to deal with the circumstances that caused the worker to refuse to work or to do particular work, the worker has reasonable grounds to believe that,

- (a) the equipment, machine, device or thing that was the cause of the refusal to work or do particular work continues to be likely to endanger himself, herself, or another worker;
- (b) the physical condition of the workplace or the part thereof in which he or she works continues to be likely to endanger himself or herself; or
- (c) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she is to work is in contravention of the Ontario Occupational Health and Safety Act and such contravention continues to be likely to endanger himself, herself or another worker, the worker may refuse to work or do the particular work and the employer or the employee or a person on behalf of the employer or employee shall cause an inspector to be notified thereof.

27.08(5) Investigation by inspector

An inspector shall investigate the refusal to work in consultation with the employer or a person representing the employer, the employee, and if there is such, the person mentioned in Article 27.08 (2)(a), (b) or (c).

27.08(6) Decision of Inspector

The inspector shall, following the investigation referred to in Article 27.08(5), decide whether the machine device, thing or the workplace or part thereof is likely to endanger the worker or another person.

27.08(7) Report in Writing

The inspector shall give his or her decision, in writing, as soon as is practicable, to the employer, the employee, and, if there is such, the person mentioned in Article 27.08(2)(a), (b) or (c).

ARTICLE 27 – CONTINUED

27.08(8) Worker to remain in a safe place pending decision

Pending the investigation and decision of the inspector, the worker shall remain at a safe place near his or her work station during the worker's normal working hours unless the employer assigns the worker reasonable alternative work during such hours.

27.08(9) Duty to advise others

Pending the investigation and decision of the inspector, no worker shall be assigned to use or operate the equipment, machine, device or thing or to work in the workplace or in the part of the workplace being investigated unless, in the presence of a person described in Article 27.08(10), the worker has been advised of the other worker's refusal and of his or her reasons for the refusal.

- 27.08(10) The person referred to in Article 27.08(9) must be,
- (a) a committee member who represents workers and, if possible, who is a certified member;
 - (b) a health and safety representative; or a worker who because of his or her knowledge, experience and training is selected by the union to represent them.

27.08(11) Entitlement to be paid

A person shall be deemed to be at work and shall be paid at the regular or premium rate, as may be proper,

- (a) for the time spent by the person carrying out the duties under Articles 27.08(2) and (5) of a person mentioned in Article 27.08(2)(a), (b) or (c); and
- (b) for the time spent by the person carrying out the duties under Article 27.08(9) of a person described in Article 27.08(10).

27.09 Administration of Legislation. Any right or benefit not stipulated in this Article and conferred on the employees of the Employer by any legislation or regulation applicable to the parties in connection with health, safety or the environment of the workplace is an integral part of this Article.

27.10 Protection for Pregnant or Breast-feeding Worker

An employee who is pregnant or breast-feeding has the right to stop work and take leave without pay for the period of leave beginning with the pregnancy to the end of the 24th week following the birth as indicated by the medical certificate provided by the doctor of the employee's choice if by reason of the pregnancy or nursing continuing any of her current functions may pose a risk to her health or that of the fetus or child.

ARTICLE 27 – CONTINUED

The Employer shall consider any request for re-assignment and/or job modification in consultation with the Union and, where reasonably practical, shall modify the employee's job functions or re-assign her.

An employee's request to be re-assigned must be accompanied by a medical certificate supplied by a doctor of the employee's choice stating the duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

The employee will be granted a leave of absence with pay at her regular rate of pay for the duration of the risk period as indicated by the medical certificate until the Employer:

- (a) modifies her job functions or reassigns her, or
- (b) advises her that it is not reasonably practicable to modify her job functions or to reassign her. The employer will confirm this in writing.

- 27.11 The Employer shall provide the employee with immunization against communicable diseases where there is a risk of incurring such diseases in the performance of their duties.
- 27.12 The Employer shall provide safety footwear and protective clothing and equipment 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.
- 27.13 Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, satisfactory to the Employer, such examination will be conducted at no expense to the employee. An employee shall be granted leave without loss of pay to attend the examination.
- 27.14 Any construction project where a Commissionaire works shall meet all provincial and federal safety standards.
- 27.15 To the extent possible, the Canadian Corps of Commissionaires shall provide a smoke-free work environment.

ARTICLE 28 - STAFFING PROCEDURE

- 28.01 (a) The Employer shall post all vacancies and newly created positions hereinafter referred to as "Job Opportunities" in the bargaining units on all Section notice boards.

ARTICLE 28 – CONTINUED

- (b) The Employer may establish eligibility lists for specific positions by pre-posting positions and selecting candidates in advance. When this occurs, the Union will be notified in writing.

- 28.02 Job opportunities will be open to all Union members on a bargaining unit wide basis.
- 28.03 The postings shall normally be for a minimum of sixteen (16) calendar days, and the posting shall indicate the closing date. However, when client requirements dictate, a shorter posting period may be used. In those cases, the employer shall make every reasonable effort to notify all employees on leave or off shift of these job opportunities.
- 28.04 The poster shall contain the requirements and the salary of the job opportunity.
- 28.05 The requirements contained in the posting shall be fair and reasonable in relation to the job opportunity.
- 28.06 The poster shall be forwarded to the Union for information.
- 28.07 (a) All employees who apply for a job opportunity shall be considered to be candidates in the selection process.
- (b) 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.
- (c) The Employer may consider an applicant with demonstrated abilities and experience in lieu of a requirement(s) and in such case, the Employer shall so state on the job posting.
- 28.08 Within (2) weeks of the competition being finalized, candidates shall be advised in writing the result of the competition, and the name of the successful candidate will be posted.
- 28.09 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.

ARTICLE 28 – CONTINUED

- 28.10 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.
- 28.11 Employees who participate in a selection process for a position with the Division will be provided time with pay at the straight-time rate for the period during which his/her presence is required for purposes of the selection process including a post-board interview.
- 28.12 Probationary Period. There shall be no probationary period on initial hire and/or on subsequent promotions.
- 28.13 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.
- 28.14 Appeals of Staffing Actions

Questions or concerns about the outcome of staffing competitions shall be referred to the Director of Human Resources within sixteen (16) days following the announcement of the results. Concerns may be expressed verbally or in writing.

If the response from the Director of Human Resources is not satisfactory, the employee may send his or her complaint to the Commandant in writing within ten (10) days of the Director of Human Resources response. The Commandant will provide a written response within ten (10) days of receipt of the complaint.

If the employee is not satisfied with the response from the Commandant, he or she, with the agreement of the Union, may submit a grievance at Step 2 of the Grievance Procedure in Article 29 using the Expedited Arbitration Process.

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.

28.15 Transfers

If a regular Employee wishes to transfer for personal or compassionate reasons, that Employee will submit his or her request in writing. The following principles shall apply:

- (a) the transfer shall not constitute a promotion, and the transfer will not result in an increase in hourly wages greater than \$0.25 per hour, and
- (b) the transfer shall not constitute moving from a rotating shift schedule to a permanent shift schedule.

ARTICLE 28 – CONTINUED

Where the above principles are met, the Employer shall, when possible, transfer the Employee to the first available vacant position for which the individual is qualified.

ARTICLE 29 - GRIEVANCE PROCEDURE

- 29.01
- (a) 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 those problems or differences.
 - (b) Employees are encouraged to discuss problems or differences, either verbally or in writing, using the Northern Region's supervisory structure. However, if a satisfactory resolution is not achieved, or if an individual within that structure is the focus of the complaint, employees may contact the Director of Operations at Division Headquarters.
 - (c) Where discussions, relating to problems or differences occur, the time limits in the grievance procedure will be extended by the appropriate number of days
- 29.02
- If any difference concerning the interpretation, application, operation or any alleged violation of the Agreements arises between the employer and 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.

- 29.03 The time limits set out in the grievance procedure are mandatory. In calculating time limits, calendar days will be used. If the time limits set out in the grievance procedure are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.
- 29.04 If the employer fails to meet a time limit, and no request for an extension has been received, 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.
- 29.05 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. The Union shall be given full opportunity to present evidence and make representations throughout the grievance procedure.

ARTICLE 29 – CONTINUED

- 29.06 The employee 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).
- 29.07 Grievances concerning staffing procedures are to be handled in accordance with Article 28.

Steps of the Grievance Procedure

STEP 1:

Within sixty days of the event giving rise to the complaint, the employee(s) through the Union may submit a formal written grievance to the Employer. Grievances are to be directed to the Director of Human Resources, but may be passed through the Northern Region Manager.

The grievance shall identify the applicable article of the Collective Agreement and provide sufficient information to identify the problem, and an indication of the expected resolution.

Within thirty (30) days of the receipt of the complaint the employer representative shall provide a written response to the employee(s) through the Union representative.

STEP 2:

If the grievance is not satisfactorily settled under Step 1, then the grievance may be referred to arbitration, within thirty (30) days of the expiry of the time limits set out in Step 1.

The Employer and the Union shall make every effort to agree on the selection of the Arbitrator within ten (10) 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 Minister of Labour to appoint an arbitrator.

The Arbitrator shall have all the powers vested in it by the Ontario Labour Relations Act. 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 (½) the cost of the arbitrator.

ARTICLE 29 - CONTINUED

The arbitrator shall not change modify or alter any of the terms of this agreement.

EXPEDITED ARBITRATION:

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

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 ten (10) 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 ten (10) 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;
- (g) such decisions from the expedited format shall be final and binding upon the Parties.

ARTICLE 30 - HOURS OF WORK, INCLUDING REST PERIODS, MEAL PERIODS AND DAYS OF REST

- 30.01
- (a) With the exception of short notice requirements such as escorts or book-off replacements, work schedules for all employees shall be posted on the Post Bulletin Board fifteen days in advance of the work to be performed.
 - (b) Any changes by the Employer to the work schedule within the fifteen day period shall result in the employee being paid for that displaced shift, except

ARTICLE 30 - CONTINUED

where the client has changed the manpower requirements, or the employee has agreed to the change of schedule.

30.02 Scheduling of work for Employees assigned to the Spares Board

- (a) Employees assigned to the Spares Board shall provide written notice to their Post Supervisor indicating the number of hours per week they wish to work, to a maximum of forty (40) hours.
- (b) Employees who wish to amend their hours of availability submitted in accordance with 30.02(a), must provide written notice on the change to their Post Supervisor by the 10th day of the month preceding the month in which the change is to take effect. Availability responses will remain valid until a subsequent written notification is provided.
- (c) A separate spares seniority list will be maintained for each Post at which dedicated spares are employed.
- (d) Using the availability responses provided by the employees, the Post Supervisor will assign hours to each employee in order of seniority, on an equitable basis. A monthly work schedule will be created in this manner.
- (e) Short notice requirements which were not included in the published schedule, will be assigned to the most senior qualified employee on a spares list who has fewer than the number of hours requested.
- (f) Should the method being utilized to schedule hours for employees working off the Spares Board appear unsatisfactory, or unworkable to either party, representatives of the parties shall meet to assess the nature of the problem, and if necessary, make adjustments to the method utilized.

30.03 Shift Schedules for Regular Employees

- (a) The present system of assigning shifts for regular employees shall continue.
- (b) Where the majority of the regular employees involved wish to work a 12 hour shift, and where the employer has determined such a schedule is acceptable

to the client, the employer will, in consultation with the union set up such shifts.

- (c) Unless agreed to by the client and the Employer, the use of 12 hour shifts shall not incur overtime costs to the client or to the Employer.

30.04 Rest and Meal Periods

ARTICLE 30 – CONTINUED

- (a) The Employer will provide a minimum of two (2) rest periods of fifteen (15) minutes per working day, except in exceptional circumstances where operational requirements do not permit. In such cases the Employer and the employee shall determine a mutually agreeable alternative.
- (b) The meal period shall normally be of a duration of one-half hour. Alternate duration's are possible, upon mutual consent of the Employer and the employee. Some positions may require the employee to remain at his/her post during meal breaks.

ARTICLE 31 - OVERTIME

- 31.01 Upon approval of the Employer, or an individual specifically designated by the Employer, overtime shall be paid in accordance with the Employments Standards Act at a rate of at least one and one half times the Employee's regular rate for each hour in excess of eighty-eight (88) hours in each pay period.

ARTICLE 32 - REPORTING, CALL-BACK AND STANDBY PAY

- 32.01 Where a Commissionaire reports for work on any day as required by the Division, for which the Division is paid;
- a. at least the minimum hours for which the Commissionaire is entitled to be paid (ie: the provincial minimum requirement to pay for three (3) hours),
 - b. if longer than three (3) hours, the entire period the Commissionaire is required to be at the work site, or

- c. a flat fee. The Commissionaire shall be paid either the minimum of three (3) hours pay, or for the actual number of hours worked, or the agreed to flat fee for the services being performed.

- 32.02 (a) If an employee is called back to work and returns to work on a day designated as a paid holiday which is not the employee's scheduled day of work, the employee shall be paid the greater of:
- (i) a minimum of four (4) hours pay at the statutory holiday premium rate, or
 - (ii) compensation for actual hours worked at the statutory holiday premium rate.
- (b) If an employee is called back to work and returns to work on any other occasion, including from stand-by, the employee shall be paid the greater of:
- (i) a minimum of four (4) hours pay at the regular rate, or
 - (ii) compensation for actual hours worked at the regular rate.

ARTICLE 32 – CONTINUED

- 32.03 (a) Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of one hours pay at the regular rate for each eight (8) consecutive hours or portion thereof that he/she is on standby. This rate is doubled if the standby is required on days of rest or Statutory Holidays.
- (b) An employee on standby who reports for work shall be paid, in addition to the standby pay, compensation in accordance with the Call-Back Provisions of this Article.
- 32.04 An employee designated for stand-by duty shall be available during his/her period of stand-by at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for stand-by, the Employer will provide for the equitable distribution of stand-by duties.
- 32.05 The Employer agrees that in the areas and in the circumstances where electronic paging devices are both practicable and efficient they will be provided without cost to those employees on standby duty.

ARTICLE 33 - BENEFITS

- 33.01 The following benefits packages, as identified in the Imperial Life Financial brochure, Group Policy Number 500521, effective date October 1, 2001, shall form part of the collective agreement:
- a. Employee Life Insurance,
 - b. Optional Life Insurance Benefit,
 - c. Accidental Death and Dismemberment Insurance,
 - d. Extended Health Care Benefits, and
 - e. Dental Care Benefits.
- 33.02 The following principles shall apply to the Health and Dental components of the plan:
- a. for grandfathered employees on the date of signing of the collective agreement,
 - (1) participation will be voluntary for those who are enrolled in another plan, and
 - (2) upon signing a waiver, those who so desire may opt out of the plan.
 - b. for all new employees who do not already have similar coverage, participation in the plan is mandatory.

ARTICLE 33 – CONTINUED

- 33.03 Any reduction in premiums or contribution rates for the Division shall be used to enhance other areas in the plan.
- 33.04 The Division agrees that a committee will be set up with equal representatives from the local union and management with a mandate to explore the possibility of establishing an Employee Assistance Plan for Sudbury and Kirkland Lake, and to report back to their respective parties for the next round of bargaining.

ARTICLE 34 - TECHNOLOGICAL CHANGE

- 34.01 In this Agreement "technological change" means:
- (a) the introduction by the Division or its Clients of equipment or material of different nature or kind than that previously utilized; or
 - (b) a change in the manner in which the Division or its clients carries on the work, that is directly related to the introduction of that equipment or material.
- 34.02 When a technical or technological improvement occurs, the Division, in consultation with the Union, will assist the employee to adapt to the new requirements of his or her position. Costs of training will be paid by the Division. Employees will be paid for time spent on training and they will be considered to be working.

ARTICLE 35 - JOINT-UNION MANAGEMENT CONSULTATION COMMITTEE

- 35.01 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.
- 35.02 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.
- 35.03 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.
- 35.04 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

ARTICLE 35 - CONTINUED

to bind either the Union, the employees or the Division to any conclusions reached in their discussions.

- 35.05 The Division agrees to pay employees attending joint consultation meetings at the straight-time rate for actual hours in attendance at the meetings.
- 35.06 This Committee shall alternate the chair between representatives of the Union and the Division at each meeting, and minutes of the meeting will be prepared and distributed to the Union and to the Division.

ARTICLE 36 - POSITION CLASSIFICATION SYSTEM

- 36.01 Employees working on contracts subject to the federal National Master Standing Offer (NMSO) will be assigned job classification levels in accordance with the current NMSO.
- 36.02 Employees working on contracts not subject to the federal NMSO will be assigned job classification levels that correspond as closely as possible to levels described within the NMSO.
- 36.03 In the event that the Employer creates a new job classification level, the Employer undertakes to inform the Union of the creation of this new job classification level.
- 36.04 If during the term of the collective agreement, the Division establishes a new classification system to meet the requirements of the National Master Standing Offer agreement with the federal government, this new system shall be sent to the union for comment.
- 36.05 When the new job descriptions are developed for Article 36.04 the Division shall provide copies to the union.

ARTICLE 37 - AGREEMENT REOPENER

- 37.01 This agreement may be amended by mutual consent of the parties.
- Negotiations shall commence within sixty (60) days of such notice unless mutually agreed to by the parties.

ARTICLE 38 - JOB DESCRIPTIONS

38.01 Job descriptions are contained in Post Orders as Work Instructions, and will be available at each Post and worksite.

ARTICLE 38 - CONTINUED

38.02 It is the responsibility of each employee to familiarize himself with the Work Instructions for the Post to which he is assigned.

ARTICLE 39 - CLOTHING

39.01 The Employer agrees to continue its current practice of providing appropriate uniforms to Commissionaires on a free issue/free replacement basis. Where the client agrees that a sweater can be worn in lieu of a tunic, the Employer will issue a sweater in lieu of a tunic.

39.02 The Employer agrees to continue its current practice of paying for alterations to uniforms.

ARTICLE 39 – CONTINUED

39.03 Where required for safety reasons, the Employer will provide safety footwear at no cost to the employee.

ARTICLE – 40 MISCELLANEOUS

40.01 Client Acceptance of Employees

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.

Reconciliation means that due process must be followed in accordance with Article 26.

Where no reconciliation is possible and the client's position does not constitute just cause as per Article 26, the Employee shall be transferred to the first position available at the same rate of pay. Until such time as the employee is re-employed, he or she shall be placed on the Spares Board for future assignment.

40.02 Impact of Successor Employer Legislation

If the Division should lose a contract, and should a Division employee accept the offer of employment provided by the successor employer in accordance with the Ontario Employment Standards Act, that employee's employment with the Ottawa Division will be considered terminated without any entitlement to termination benefits.

ARTICLE 40 – CONTINUED

If the Division should lose a contract, and should a Division employee decide not to accept the offer of employment provided by the successor employer, the provision of Article 20 will apply.

If the Division should win a contract and an employee of the predecessor company accepts employment with the Division, that employee will be employed in a job similar to the job held with the predecessor employer. That employee shall begin accumulating seniority as if his or her employment began on the day the Division assumed responsibility for the contract.

40.03 Application of Division Policies and Procedures

The Employer may from time to time issue policies and procedures covering the operation of the Division. Employees agree to adhere to such policies and

procedures unless they are in contravention of this agreement. The Employer recognizes that this Agreement takes priority over all Division Policies and Procedures. The Employer agrees that the application of all policies and procedures shall be in a fair and consistent manner.

40.04 Compensation for Inability to Participate in Health and Dental Plan

In recognition of the Employer having implemented a Health and Dental Plan on October 1st, 2001, and that Commissionaires employed in Sudbury and Kirkland

Lake were not allowed to participate in that plan, the Employer will pay each Commissionaire employed in Sudbury or Kirkland Lake, who is still an employee on the date the Collective Agreement is signed, an amount equal to two (2) percent of wages earned between October 1, 2001 and the date the Collective Agreement is signed, to a maximum for each employee of \$400.00.

40.05 Where an employee is required to use his/her automobile for shelter, the Division agrees to pay the employee the premium negotiated with the client, less the overhead costs. For example, the current NMSO rate is \$2.02 per hour of which the employee is paid \$1.55. When increases in the premium are negotiated, the Employer agrees to pass the pay portion of the increases along to the employees.

ARTICLE 41 - DURATION

41.01 This contract comes into force on February 7, 2002 and ends on February 6, 2005.

Signed at Sudbury, this _____ day of the month of _____, 2003

Canadian Corps of Commissionaires
(Ottawa Division)

Public Service Alliance
of Canada

APPENDIX A – WAGE RATES

When there are wage escalators built into contracts with Division clients, these increases shall be paid as they occur.

When the Division obtains a new contract, the minimum wage rate shall be \$9.75 per hour or be seventy-two percent (72%) of the billing rate, whichever is greater.

When the Division renews existing contracts, the minimum wage rate shall be as stated below, or be seventy-two percent (72%) of the billing rate, whichever is greater.

Rates of pay for specific contracts will be as follows:

Employees working at contracts with COMSOC, Health & Long Term Care, Municipal Affairs & Housing, Province of Ontario General Information, and at UNICCO.	\$9.75
Employees working at contracts with WSIB	\$12.55
Employees working at CICB	\$10.60
Employees working at ORHT	\$12.00
Employees working at the Sudbury Airport	\$9.91
Employees working at CCRA Sudbury:	
Level 1	\$10.60
Level 4	\$11.10
Level 22 (Sgt)	\$11.60
Employees working at Veterans' Affairs Kirkland Lake:	
Level 1	\$10.60
Level 21 (Cpl)	\$11.10

