

COLLECTIVE AGREEMENT

BETWEEN

COMMISSIONAIRES



COMMISSIONAIRES

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 338

CUPE

JANUARY 15, 2018 – SEPTEMBER 30, 2023

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AGREEMENT BETWEEN:

THE COMMISSIONAIRES,
(Hereinafter called the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 338,
Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour
Congress
(Hereinafter called the "Union")

ARTICLE 1 PREAMBLE

1.01 Preamble

The purpose of the Collective Agreement is to establish harmonious and mutually beneficial relationships between the Employer, the Union, and the employees and to set forth certain terms and conditions of employment which have been reached through collective bargaining.

1.02 Purpose of Agreement

The parties recognize that the Client's satisfaction with the Employer and its employees is ultimately the governing factor in maintaining the contract to provide services. As such both parties share a desire to maintain the quality of services provided by the BC Corps of Commissionaires and its employees at the Kelowna work site.

ARTICLE 2 DEFINITIONS

2.01 Client

"Client" – means the City of Kelowna Cell Blocks.

2.02 Employee

"Employee" refers to all employees of the Employer who are covered by this Agreement, except those excluded by the *BC Labour Relations Code* or by agreement of the parties.

2.03 Full Time Employee

"Full-Time Employee" means an employee who is permanently assigned to a regular shift of thirty (30) or more hours per week based on the averaging agreement in Schedule "C" or an employee who is assigned to a regular shift of eight (8) hours per day and thirty (30) hours per week.

2.04 Part Time Employee

"Part-Time Employee" means an employee is one who is assigned to a regular shift of eight (8) to twelve (12) hours per day and receives a regular shift assignment of twenty (20) to twenty-nine (29) hours per week.

2.05 Casual Employee

"Casual Employee" means an employee who may be assigned to the site who periodically replaces employees sick or on vacation.

2.06 Employer

"Employer" means the BC Corps of Commissionaires.

2.07 Layoff

"Layoff" means the cessation or elimination of a job resulting from a reduction in the amount of work required to be done by the Employer, or loss of contract, or other material change.

2.08 Post Orders

"Post Orders" means specific instructions which define the duties and responsibilities of the employee at the worksite.

2.09 Union

"Union" means the Canadian Union of Public Employees, Local 338.

2.10 Union Representative

"Union Representative" means a duly authorized representative of CUPE, Local 338.

2.11 Working Days

"Working days" means Monday to Sunday.

2.12 Agreement

"Agreement" means this collective agreement between the parties.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 Recognition

The Union recognizes the right of the Employer to operate and manage its business in all respects in accordance with its mandate, goals, commitments, responsibilities and contractual obligations to its clients.

3.02 Rights of the Employer

Except as provided specifically herein, nothing in this Agreement shall limit the Employer in the exercise of its function of management, and without restricting the generality of the foregoing, the Employer specifically reserves the absolute right to operate and manage its affairs and facilities, including the right to hire; the right to discipline and discharge employees for just cause; determine job content; assign and schedule work; establish methods, processes 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, the duties to be performed and establish policy and procedures as appropriate.

3.03 Prior Rights

The Employer reserves any and all of its prior rights, which have not been specifically restricted by the provisions of this Collective Agreement.

ARTICLE 4 UNION RECOGNITION

4.01 Bargaining Agency

The Employer recognizes the Canadian Union of Public Employees, Local 338 as the exclusive bargaining agent for the employees, as identified in the BC Labour Relations Board bargaining unit certificate dated February 16, 2017 during the term of this Collective Agreement, and as may be varied from time to time under the *BC Labour Relations Code*.

4.02 Work of the Bargaining Unit

Duties normally performed by employees within the bargaining unit will not be assigned to non-bargaining unit personnel except in the case of emergency, or when regular bargaining unit employees are not available due to illness and cannot be covered due to the lack of casual employees, or the inability to recruit regular and/or casual employees. The Employer will inform the Union once per month of those situations where exempt personnel performed bargaining unit work.

4.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.

4.04 Membership

- a) All employees in the bargaining unit who, at the date of certification, were members of the Union shall, as a condition of employment, maintain such membership.
- b) All employees assigned to the bargaining unit after the date of certification shall, as a condition of employment, become members of the Union.

4.05 Site Orientation

An employee will be provided an opportunity to meet with the Shop Steward, for a reasonable period of time, as part of the employee's site orientation. The parties agree to discuss how this provision can be implemented given the security requirements and space at the worksite.

4.06 Correspondence

All correspondence between the parties, arising out of this Agreement or incidents thereto, shall pass to and from the Commissionaires and the Secretary of the Union and a copy shall be sent to the Local 338 Unit Representative. The Union shall be responsible for providing up to date contact information. The Union and the Employer agree they will correspond with one another in a timely manner.

4.07 Check-Off Union Dues

- a) The Employer shall as a condition of employment deduct Union dues from the wages of all employees in the bargaining unit, to commence with the first (1st) pay period after signing this Collective Agreement. For the purpose of applying this Article, deductions from pay for each employee in respect of each calendar month will start with the first (1st) full calendar month to the extent that earnings are available.
- b) 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. These amounts will apply only to those earnings of the employee, in a given month, which arise from work in a bargaining unit position under this Collective Agreement.
- c) All monies deducted from employees' earnings pursuant to this Article, are to be forwarded to the Union and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf, on or before the end of each month following that in which the deduction were made.
- d) 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.

ARTICLE 5 NO DISCRIMINATION

5.01 Human Rights Legislation

In recognition of the right that every employee is entitled to a work environment that is free from discrimination, the employer and the Union recognize the principles of the *BC Human Rights Code* and will work together to ensure a workplace free from discrimination.

5.02 Complaint Process

- a) If an employee believes they have been the subject of discrimination, then the employee shall follow the process set out in the Employer's policy for the purpose of attempting to resolve the complaint.
- b) If the employee's concerns are not satisfactorily resolved pursuant to 4.02 (a) above, the employee may submit a grievance at Step Two of the grievance procedure, and/or refer their complaint to the BC Human Rights Tribunal. If an employee files a complaint with the BC Human Rights Tribunal then any grievance filed may, by mutual agreement of the employee and Union, be held in abeyance until there is a resolution of the BC Human Rights Tribunal complaint.

ARTICLE 6 JOINT CONSULTATION COMMITTEE

6.01 Establishment of Committee

The parties acknowledge the benefits to be derived from joint consultation and agree, following ratification of this collective agreement, to participate in discussions aimed at adopting appropriate processes (duration and time of day for meetings, venue) for discussing matters mutual interest between the parties.

6.02 Meetings of Committee

On the request of either party, the parties agree to meet at least once every two (2) months for the purpose of discussing workplace topics, excluding matters under discussion in the grievance or arbitration procedure. Generally, two (2) individuals from each of the Employer and the Union will participate in Joint Consultation meetings

6.03 Committee Jurisdiction

The Joint Consultation Committee shall not have jurisdiction over any matter of collective bargaining or the administration of the Collective 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.

6.04 Cost of Representation

The parties attending the joint consultation meeting shall each bear their own cost of representation.

ARTICLE 7 UNION REPRESENTATION – SHOP STEWARDS

7.01 Shop Stewards

The Employer agrees to recognize a duly appointed or selected Shop Stewards once the Union has advised the Employer in writing of the names of the employees so appointed. The Union agrees to advise the Employer in writing of any changes made to Shop Steward appointments when they are made.

7.02 Leaving Assigned Work Area

A Shop Steward must not leave their assigned work area to conduct Union business, without prior permission from their Supervisor. Such permission is subject to operational considerations and will not be unreasonably withheld. Where practicable, a Shop Steward shall report back to their supervisor before resuming their normal duties.

7.03 Time Not Paid / Time Paid

The time spent by a Shop Steward during their regular working hours in reporting and resolving grievances, or in attending meetings specifically relating to such grievances shall be considered as time not paid. If meetings called for under the Grievance Procedure are held during work hours the time spent in the grievance meeting will be considered as time not paid, unless the Employer has requested the meetings. Given the worksite's lack of meeting rooms or their use the parties agree to explore external meeting venues/facilities and/or online collaboration to hear grievances that may arise.

7.04 Union Representative Visits

A duly authorized representative of the Union shall be permitted access to the work sites only with the prior authorization from the Client, and/or the Employer. Such authorization shall not be unreasonably withheld.

7.05 Use of Client Facilities.

Since the Employer does not own or control the worksite, the Employer and the Union will discuss a feasible arrangement that satisfies the needs of the Union to communicate with employees, subject to the ability of the Client to provide such an onsite venue.

ARTICLE 8 GRIEVANCE AND ARBITRATION PROCEDURE

8.01 Grievance Procedure

Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement will be dealt with in the following manner:

a) Step 1 – Informal Discussion

Should an employee have a concern relating to the application of this Agreement, it shall first be discussed with the employee's Site Supervisor, not later than ten (10) working days from the date the Union, employee or Employer became aware of the incident that gave rise to the concern. The purpose of this discussion is to explore the employee's concern with the potential of reaching a resolution to the matter. The employee may choose to have their Union representative present during such discussion.

b) Step 2 – Written Grievance

Within ten (10) working days of the discussion with the Site Supervisor as indicated above, should the matter remain unresolved, and the Union Representative wishes to pursue the matter, the Union Representative will provide a written grievance to the Manager, Client Services – BC Interior (“the Manager”).

Within ten (10) working days of receipt of the grievance, the Manager or designate, will discuss the grievance jointly with the employee and the Union Representative. The Manager or designate, will render a decision in writing to the Union Representative with a copy to the employee within ten (10) working days of the date of this discussion at Step 1.

Should a grievance be unresolved at Step 2, the Union may refer the matter to Arbitration in writing to the Manager, within thirty (30) working days of receipt of the Manager or designate’s decision at Step 2.

c) Step 3 - Arbitration

i) All grievances submitted to arbitration shall be adjudicated by a single arbitrator. Within fifteen (15) working days of written notice to arbitrate the parties will attempt to agree on the appointment of an arbitrator. Should the parties fail to agree on the selection of an arbitrator during this period, either party may request the Director of the Collective Agreement Arbitration Bureau to make an appointment.

ii) Each party to this Agreement will equally share the fees, expenses and disbursements of the arbitrator and each party shall bear its own cost of representation.

iii) The arbitrator shall not be authorized to alter, modify or amend any part of this Agreement.

iv) The time limits set out in this Article may be extended by mutual agreement between the Employer and the Union which will be confirmed in writing. Such agreement will not be unreasonably withheld. If the time limits specified or agreed to and specified in this Article are not met, the grievance will be deemed to have been abandoned.

ARTICLE 9 DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 Formal Discipline

No employee will be disciplined without just cause. Formal discipline, when utilized, shall be communicated in a timely manner, with a copy of such communication placed in the employee’s personnel file, and copied to the Union. When an employee is suspended from duty pending investigation, the Employer undertakes to notify the employee in writing of the reason for such suspension within seventy-two (72) hours.

9.02 Verbal or Written Warning

The Employer agrees that discipline should be corrective in nature and depending upon the nature, frequency and severity of the infraction the Employer will normally issue a verbal or written warning before issuing a suspension or termination.

9.03 Right to Have Steward Present

When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary investigation or to communicate a disciplinary decision, the employee is entitled to have, at their request, a shop steward or representative of the Union attend the meeting. In the event a shop steward or Union representative is not available within a reasonable period of time the employee may elect to have another employee present. An employee shall be considered at work and paid at their regular rate for attending any disciplinary meetings called by the Employer.

9.04 Access to Personnel File

Upon reasonable notice, an employee may request their personnel file be made available for their examination in the presence of a Human Resources representative, or designate, and at the employee's request in the presence of a Union representative. There shall be one (1) personnel file for each employee in the bargaining unit.

ARTICLE 10 SENIORITY

10.01 Bargaining Unit Wide Seniority

Bargaining unit wide seniority is defined as the length of service of the employee in the bargaining unit. For employees who were in the bargaining unit on date of certification, seniority means the total length of continuous service with the Employer. For employees who were in the bargaining unit after date of certification, seniority means the total length of continuous service in the bargaining unit.

10.02 Probation Period

The probationary period shall be one hundred sixty (160) hours or six (6) months, whichever is sooner. Bargaining unit wide seniority shall be established upon completion of the probationary period and shall commence from the initial date of employment. This period may be extended by mutual agreement of the parties.

10.03 Seniority List

The Employer will provide a bargaining unit wide seniority list to the Union every six (6) months.

10.04 Loss of Seniority

Employees shall lose their seniority and their employment will be terminated if:

- a) they are discharged by the Employer and not reinstated through grievance or arbitration procedure of this agreement;
- b) they voluntarily quit or resign;
- c) they have been laid off from the bargaining unit for a period of ninety (90) days;
- d) they are laid off and fail to return to work within three (3) working days after they have been notified by registered mail to do so by the Employer;
- e) they abandon the work site without an authorized leave of absence;
- f) they fail to return to work on the completion of an authorized leave of absence or vacation.
- g) They do not make themselves available on the site for a period of ninety (90) days.

ARTICLE 11 LAYOFFS AND RECALL

11.01 Staffing Levels

Staffing levels are determined by the contractual obligations with the client.

11.02 Layoff and Recall

Layoff from the bargaining unit shall be determined by length of service in the bargaining unit, in reverse order of seniority. Employees shall be recalled in the order of their seniority, with the most senior being recalled first (1st).

11.03 Normal Recall

The Employer shall give notice of recall to a bargaining unit position by telephone or email followed up by registered mail, courier, hand delivery or other means where receipt can be evidenced, to the last recorded address of the employee. The employee shall keep the Employer informed of the employee's present mailing address or locations where they may be reached. The employee who fails to do so or ignores attempts by the Employer to leave a notice of recall shall forfeit their right of recall.

11.04 Urgent Recall

In circumstances where the Employer must fill a vacant position without delay, the Employer shall give notice of recall by telephone only until able to find a qualified employee who is prepared to report to work immediately. Preference in an urgent recall shall be given to the most senior employee if available.

11.05 Failure to Respond to Recall

If an employee declines an offered position within the bargaining unit, or fails to respond to a notice of recall within three (3) working days from the date of receipt of the original notice, or fails to report to work within the period outlined above, such employee shall be considered to have resigned and shall forfeit their recall rights. Should such employee be prevented from returning to work due to illness or accident they shall retain their recall rights and the Employer shall be at liberty to recall another employee. The employee shall be required to show proof of such illness or accident before being returned to the recall list.

11.06 Layoff Notice or Pay in Lieu

Layoff notice or pay in lieu as applicable under this Article shall be:

- a) after three (3) consecutive months of employment, one (1) weeks' notice or pay in lieu;
- b) after twelve (12) consecutive months of employment, two (2) weeks' notice or pay in lieu;
- c) after three (3) consecutive years of employment, three (3) weeks' notice or pay in lieu, to a maximum of eight (8) weeks' notice or pay in lieu;
- d) or a combination of notice and pay in lieu equivalent to the amount stipulated in (a) through (c) above.

11.07 No Layoff Notice or Pay in Lieu

There shall be no layoff notice or pay in lieu where an employee loses their seniority and terminates their employment as per Article 10.04 (c).

ARTICLE 12 HOURS OF WORK

12.01 Contractual Obligations

The Union recognizes that the hours of work of the employees are directly determined by the contractual obligations between the Employer and the Client.

12.02 Work Week

Work week constitutes Sunday through Saturday. Shift hours are attributed to the date the shift commenced. Hours are assigned by the Employer to fit the client's needs.

12.03 Breaks

It shall be the onus of the employees to take meal breaks when possible and practical, consistent with their responsibilities to the client.

ARTICLE 13 OVERTIME

13.01 Assignment of Overtime

Overtime shall be assigned by the Employer. Where possible such assignment will be made on a voluntary basis, but the Client's needs and the absence of other employees at the worksite may require employee(s) to work overtime.

13.01 Overtime Due to Unforeseen Circumstances

In circumstances where time is of the essence due to unforeseen circumstances, the Employer shall have the right to assign overtime at its discretion, which may include an exempt Supervisor or Manager working the required overtime.

13.02 Overtime Pay

Calculation of overtime pay shall be as follows:

- a) The Employer will pay an employee who works over eight (8) hours a day and is not working under an averaging agreement overtime as follows:
 - i) One and a half (1½) times the employee's regular wage for the time worked over eight (8) hours per day, and
 - ii) Two (2X) times the employee's regular wage for time worked over twelve (12) hours per day.
- b) An employee who is not working under an averaging agreement and who works more than forty (40) hours in a week will be paid time and a half (1½) after forty (40) hours. Only the first (1st) eight (8) hours worked by an employee in each day are used to calculate total hours for weekly overtime, no matter how long an employee works on any day of the week.
- c) An employee who is working under an averaging agreement will be paid overtime as follows:
 - i) Time and a half (1½) for hours worked outside of the schedule after eight (8) hours in a day;
 - ii) Double (2X) time for all hours worked over twelve (12) in a day; and
 - iii) Time and a half (1½) for all hours worked in excess of an average of forty (40) hours per week over the period covered by the averaging agreement.

ARTICLE 14 ASSIGNMENT OF EMPLOYEES

14.01 Site Assignment of Employees

The Union recognizes the Employer, in consultation with the client, has the right to assign employees of the bargaining unit and transfer employees within the bargaining unit, for operational reasons only and not for discipline.

14.02 Assigning of Full Time or Part Time Employees

The Union acknowledges the Employer's right to assign full time or part time employees to different worksites, on either a temporary or permanent basis, in order to meet legitimate operational needs.

14.03 New Position Created

If during the term of this Agreement a new position is created within the bargaining unit carrying a higher rate of pay than that of a Guard, the Employer will post the position. The qualifications, abilities and seniority of those who apply will be used to determine the successful applicant. Where qualifications and abilities are relatively equal between two (2) applicants, seniority will be the determining factor in making the appointment. This posting procedure and standards for selection shall also apply to the position of Second in Command.

ARTICLE 15 HOLIDAYS

15.01 Statutory Holidays

Effective the date of ratification the Employer recognizes the following Statutory Holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

And any day proclaimed by the Federal or Provincial Governments as a holiday.

15.02 Rate of Pay

Statutory Holidays shall be paid in accordance with provisions in Schedule "B".

15.03 Statutory Holiday Falling Within Vacation Schedule

If a statutory holiday or declared holiday falls on and is observed during an employee's vacation period, they shall be granted an additional day's vacation for each such holiday in addition to their regular vacation time.

ARTICLE 16 VACATIONS AND ENTITLEMENT

16.01 Vacation Entitlement

Vacation entitlement shall be as follows:

- a) after one (1) year of continuous service, two (2) weeks, at four (4%) percent of gross annual wages
- b) after five (5) years of continuous service, three (3) weeks, at six (6%) percent of gross annual wages

16.02 Vacation Scheduling

Vacations shall be scheduled as per Employer Policy.

16.03 Deadline for Scheduling Vacation Entitlement

On or after September 1st of each calendar year, the supervisor will contact employees who have not scheduled their full vacation entitlement. If the employee does not schedule their remaining entitlement within two (2) weeks, the Employer will do so and advise the employee.

16.04 Utilization of Vacation

Unless otherwise agreed to by the Employer and the employee involved, the requested vacation time is to be taken as scheduled. Unless otherwise agreed to by the Employer, no more than one (1) regularly scheduled employee may be absent for reasons of vacation at any one (1) time.

16.05 Vacation Pay on Termination

Vacation pay, if applicable, shall be paid in addition to other wages due if employment is terminated by the employee or the Employer prior to the employee having an opportunity of taking their vacation entitlements.

ARTICLE 17 PERSONAL LEAVES OF ABSENCE

17.01 General Leave

An employee may apply for a personal leave of absence without pay and without loss of seniority to any employee requesting such leave. The duration of the leave request shall not exceed ninety (90) calendar days in one (1) application and is to be made in writing and approved twenty (20) working days in advance. Employees who exceed the duration of a personal leave will lose their seniority standing as per Section 10.04 (f), Seniority.

17.02 Approval of General Leaves

Approval of unpaid leaves will be subject to operational considerations and will not be unreasonably withheld. Seniority shall accumulate during a personal unpaid leave of absence but the accumulation of seniority under this provision will not exceed ninety (90) calendar days in any months in any twelve (12) month period.

17.03 Benefits While on General Leaves

Benefits will not be provided by the Employer during a personal leave of absence, unless an employee chooses to pay for their own benefits by requesting such an arrangement at the time of their application for leave.

17.04 Court Appearances

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. Employees will advise their immediate supervisor of the date(s), which they will be absent from the work site, upon receipt of the subpoena or court document.

17.05 Bereavement Leave

As specified in Schedule "B".

17.06 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.

17.07 Military Leave

Leave of absence for military service shall be as outlined in the Employer Policy and Procedures Manual.

17.08 Other Leaves

Other Leaves shall be as defined in the *Employment Standards Act of BC*.

ARTICLE 18 LEAVE FOR UNION BUSINESS

18.01 Meetings and Conventions

The Employer will grant leave without pay to employees selected as delegates to attend Executive Council meetings and conventions of the Union, the Canadian Labour Congress and of the BC Federation of Labour.

18.02 Union Training

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.

18.03 Administrative or Executive Duties of the Local

The Employer will grant leave without pay to employees who may be asked to perform administrative or executive duties on behalf of the Local.

18.04 Required Notice

For leaves in 18.01, 18.02 and 18.03 above, a minimum of twenty (20) week days' prior notice will be required. Generally, leaves in excess of one (1) month in one (1) calendar year will not be granted. Leave requests are subject to operational considerations. Operational considerations are the maintenance of client staffing requirements, staffing levels (other absences) at the time of the leave request, and the availability of trained replacement personnel over the entire duration of the leave.

18.05 Seniority to Accumulate

For leaves in 18.01, 18.02 and 18.03 seniority will accumulate over the duration of the leave. Benefits are not provided for an unpaid leave, in which case an employee may make an application to have their benefits be maintained by paying one hundred (100%) percent of the Employer and employee premiums for a maximum of one (1) month.

18.06 Union Office Leave

The Employer will grant leave without pay to an employee who has been elected or appointed to a full-time office of the Union, the Local or the Council for the period during which she is elected or appointed to hold office. A minimum of twenty (20) week days' prior notice will be required. Leave requests to hold office are subject to operational considerations. Operational considerations are the maintenance of client staffing requirements and levels at the time of the leave request, and the availability of trained replacement personnel over the duration of the leave. Seniority will accumulate over the duration of the leave. Benefits are not provided while an employee is on unpaid Union Office Leave, in which case an employee may make an application to have their benefits maintained by paying one hundred (100%) percent of the Employer and employee premiums for a maximum of three (3) months.

18.07 Returning to Employee's Position

An employee who returns to work with the Employer after a period of leave granted under 18.02, 18.03 and 18.06 shall have the opportunity to return to their position providing their training and qualifications meet the standard required for the position.

ARTICLE 19 HEALTH AND SAFETY

19.01 Safety Committee

A Safety Committee shall be set up as required by the provisions of WorkSafe BC. The Employer and the Union shall each appoint one (1) member to this committee. Meetings shall be held each month during working hours.

19.02 Safe Work Practices

The Employer and the Union agree that safe work practices shall be governed by Workers Compensation Act and Regulations. Employees agree to conform to these same regulations.

ARTICLE 20 PAYMENT OF WAGES

20.01 Wages

The regular rate of wages shall be set out in Schedule "A" attached hereto and forming part of this Agreement.

20.02 Reporting To Work Pay.

If an employee reports for work on any day as required by the Employer, the Employee will be paid at least:

- a) Four (4) hours at the regular wage, if the employee starts a scheduled shift unless the work is suspended for a reason completely beyond the Employer's control, including unsuitable weather conditions, or
- b) Two (2) hours at the regular wage in any other case unless the employee is unfit for work.

20.03 Pay and Wages.

Employees shall be paid on a bi-weekly basis, through direct deposit, at the rate of pay as specified in Schedule "A". New employees will commence their employment at the rate of pay specified in Schedule "A". New employees hired after the date of ratification shall be required to provide a direct deposit account number within twenty-one (21) days of commencing employment with the Employer.

20.04 Paydays

Paydays are every second (2nd) Friday, with pay based on hours worked up to, and including the previous Saturday at 12 midnight.

ARTICLE 21 BENEFITS

21.01 Employee Benefits

Refer to Schedule "B" for employee benefit coverage.

ARTICLE 22 TECHNOLOGICAL CHANGE

22.01 Notice

In accordance with the *BC Labour Relations Code*, the Employer will give the Union at least sixty (60) calendar days' notice of any technological change. During the notice period, the Employer 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 23 GENERAL CONDITIONS

23.01 Contracting Out

Work presently performed by employees in the bargaining unit shall not be contracted out which would result in the layoff of such employees.

23.02 Professional Membership and Fees

Periodic refresher training to maintain client required qualifications will be provided at the Employer's expense and wages paid at the current rate of pay for the employee. The Employer shall reimburse an employee for fees paid for any other certificates and/or licences required for the employee's position, as determined by the Employer.

23.03 Job Descriptions

Job descriptions are contained in the Post Orders as Work Instructions, and are available at the work site. The Employer shall, upon request by an employee, provide an employee with a copy of the Post Orders within ten (10) working days of that request. Post Orders shall reflect the duties and responsibilities currently expected of the employees. It is the responsibility of each employee to familiarize themselves with the Work Instructions for the Post to which they are assigned.

23.04 Training

From time to time the Employer may require employees to meet a training standard or complete a training program as a condition of employment. This training will be paid for by the Employer. Such expenses are limited to wage costs associated with the time an employee spends in the training program.

23.05 Employer's Policy and Procedures Manual

The Employer shall provide the Union an electronic copy of the Employer's Policy and Procedures Manual within twenty-one (21) calendar days of the signing of this Collective Agreement and as amended from time to time.

ARTICLE 24 STRIKE AND/OR LOCKOUT

24.01 Union Agreement

The Union agrees that during the term of this Agreement there shall be no strike, work stoppage, slow down or suspension of work either complete or partial for any reason. The Union, its officers, agents or representatives shall not authorize, counsel, condone, support, or encourage job action of any form during the term of this Agreement.

24.02 Employer Agreement

The Employer agrees that during the term of this Agreement, there shall be no lockout.

24.03

Right to Refuse to Cross Picket Lines

An employee shall have the right to refuse to cross a picket line as defined in the Labour Relations Code. Failure to cross a picket line shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved. If such a legal picket line is erected when employees covered by this Agreement are at their workstations, they shall be required to remain at their workstations for the balance of their shift.

ARTICLE 25 TERM OF AGREEMENT

The term and conditions of this Agreement shall be binding and remain in full force and effect from January 15th, 2018 to September 30th, 2023 and shall continue from year to year hereafter until a new Agreement is reached as provided for in the Statutes of the Province of British Columbia. However, any changes deemed necessary in the Agreement may be made by mutual agreement at any time during the existence of the Agreement.

Either party wishing to negotiate changes, additions or amendments to this Collective Agreement, at renewal time, shall give the other party at least sixty (60) days' notice of such intent.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this day of February, 2018.

ON BEHALF OF:

The Commissionaires


Chris Mitchell, Chief Executive Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338


Lynda Davy, Local 338 Unit Chair


Kelly James, Local 338 Bargaining Ctte


Ken Pommier, Local 338 President


Harry Nott, National Representative

SCHEDULE "A"

Pay Grid

	CURRENT	JAN 15/18 \$1.00	JULY 1/18 2%	JULY 1/19 2%	JULY 1/20 2%	JULY 1/21 2.5%	JULY 1/22 2.5%
Jail Guard	\$ 16.50	\$ 17.50	\$ 17.85	\$ 18.21	\$ 18.57	\$ 19.03	\$ 19.51
Second in Command	\$ 17.50	\$ 18.50	\$ 18.87	\$ 19.25	\$ 19.64	\$ 20.13	\$ 20.63

As of January 15th, 2018 all employees will receive a lump sum payment of \$250.00.

SCHEDULE "B"

Benefits

	Employee Benefits	Regular Full Time & Part Time Employee (average 20+ hours per week) (HR Policy 13)	Casual Employee-on call commissionaire in reserve division AND those working less than average 20 hours per week (HR Policy 13)
1*	Extended Health & Prescription Drugs	Mandatory unless covered under another plan. 50% employee / 50% employer paid	n/a
2*	Dental Care	Mandatory unless covered under another plan. 50 % employee / 50 % employer paid	n/a
3*	Life Insurance	Mandatory. \$20,000 coverage up to age 65; Drops to \$10,000 up to age 70 then ceases; 50 % employee / 50 % employer paid.	n/a
4*	Optional life Insurance	\$20,000 to \$1 Million in \$10,000 increments. Age limit 70 yrs. 100% employee funded.	n/a
5*	Optional Spousal Life Insurance	\$20,000 to \$1 Million in \$10,000 increments. Age limit 70 yrs. 100% employee funded.	n/a
6*	Optional Critical Illness Benefit	\$20,000 to \$500,000 in \$10,000 increments. Age limit 65 yrs. 100% employee funded.	n/a
7*	Optional Spousal Critical Illness Benefit	\$20,000 to \$500,000 in \$10,000 increments. Age limit 65 yrs. 100% employee funded.	n/a
8**	Accidental Death and Dismemberment Insurance (AD&D)	24/7 business & pleasure; \$40,000 life insurance; weekly accident indemnity up to \$200.00/week for 104 weeks; 7 day waiting period; Part time employees are covered portal to portal (from home to work and back). Premiums 100 % paid by employer. No probation; No age restriction	Casual Employees are covered portal to portal (from home to work and back). Premiums are 100% paid by employer. No probation, no age restriction.
9 ***	Minimum Call Out	2 hours paid	2 hours paid
10 ****	Statutory Holidays	10 Stat Holidays. Must have worked 15 shifts of previous 4 weeks to receive an average full day's pay	10 Stat Holidays. Must have worked 15 shifts of previous 4 weeks to receive an average full day's pay
11 #	Bereavement Leave	3 days paid for immediate family. 3 days unpaid leave for extended family. Part-time employees is pro-rated up to 3 days pay for immediate family; 3 days pro-rated unpaid for extended family. HR Policy #	3 days unpaid per ESA
12	Dry-cleaning	Reimbursement of reasonable expenses for cleaning uniform items.	Reimbursement of reasonable expenses for cleaning uniform items.
13 ##	Uniforms	No charge for initial uniform; annual replacements as applicable.	No charge for initial uniform; annual replacements as applicable
14	Employment Assistance Program (EAP)-Lifeworks	On-line confidential counselling and consultations 24/7 provided to employees. Company funded	On-line confidential counselling and consultations 24/7 provided to employees. Company funded

- * Rates and benefits details are negotiated annually and are subject to change. Benefit details are provided in information booklet.
- ** Rates and Benefits details are negotiated annually and are subject to change. See HR Policy #33 as revised.
- *** Ops Policy #13 as revised.
- **** In compliance with Employment Standards Act (ESA).
- # Definition of immediate family is per HR Policy #29 as revised.
- ## Extra items are charged as per applicable pricing at time of purchase.

SCHEDULE "C"
Averaging Agreement

AGREEMENT to AVERAGE HOURS of WORK

(Pursuant to the Employment Standards Act of BC)

between

The BC Corps of Commissionaires (Employer)
and

Full Name (Please Print) _____ **Employee Number** _____ **Date** _____

Site Name: _____ **Site Number:** _____

1. The employer and the employee agree to average the employee's hours of work over the following period of weeks (1, 2, 3, or 4 weeks rotation): _____
2. The average hours per a two week period during a 4 week work cycle are: _____ hours.
3. This agreement is in effect during the contract period of (weeks, months, years of the contract):

Start Date (of scheduled work under this agreement): _____ (MM/DD/YYYY)

Expiry Date: _____ (MM/DD/YYYY)

4. The number of times that this agreement can be repeated, if any: _____
(For the duration of this agreement or until client contract is ended – whichever is sooner)
5. Your work schedule is _____ days on, _____ days off (i.e. 4 days on / 4 days off). The cycle repeats itself.

Insert hours per day in table below:

	Sunday	Monday	Tuesday	Wednesda	Thursday	Friday	Saturday
Week 1							
Week 2							
Week 3							
Week 4							

6. Double overtime is to be paid after 12 hours of work in a day.
7. Time-and-a-half is to be paid for all hours worked in excess of an average of 40 hours per week over the period covered by the agreement as per section 1.
8. Time-and-a-half is to be paid for hours worked outside of the schedule after eight in a day
9. At any time during this agreement, Commissionaires BC reserves the right to remove an employee from site in accordance with Policy Ops 11 at which time this agreement will become null and void.

10. At any time during this agreement, the client of Commissionaires BC reserves the right to ask for the removal of any commissionaire. Should this happen, this agreement will become null and void.

Employee:

Print Name

ID #

Signature

Date (MM/DD/YYYY)

Employer Representative (The BC Corps of Commissionaires):

Print Name

Job Title

Signature

Date (MM/DD/YYYY)

Office Use Only

Notes to remember:

- A. This agreement is not valid unless it is in writing and completed in full
- B. Both the employer and employee must sign the document before the start date provided in the agreement
- C. The number of weeks to which this agreement applies must be specified
- D. The work scheduled must be specified in the scheduling chart above
- E. The number of times, if any, that the agreement may be repeated must be noted. This should also include the start date and expiry date for the period specified
- F. The employee received a copy of the agreement before the date on which the period specified in the agreement begins