



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

**COLLECTIVE AGREEMENT  
(SIXTH)**

**BETWEEN**

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

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**EFFECTIVE**

**APRIL 1, 2019 TO MARCH 31, 2022**

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**ARTICLE 1**  
**PURPOSE AND SCOPE OF THE COLLECTIVE AGREEMENT**

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

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

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

**ARTICLE 3**  
**DEFINITIONS AND INTERPRETATIONS**

- 3.01 a. **"A" List** is the employment group to which all new Commissionaires are assigned, and to which Commissionaires may apply to be assigned at the end of client contracts. Commissionaires on the list will provide an availability schedule every six months and will be available for assignments at the call of the Dispatcher.
- b. **"Continuous service"** means length of service in the bargaining unit with no break in service that results in a termination of employment or as provided elsewhere in the Collective Agreement.

- c. **“Detachment”** is defined as being a single grouping or grouping of Commissionaire posts managed by a Division appointed supervisor. A detachment may include more than one geographical location and may include Commissionaires employed under more than one contract. The Employer will determine the detachment to which each post is allocated.
- d. **“Grievance”** means a complaint in writing that concerns the interpretation, application, administration or operation of the Collective Agreement, submitted by an employee, group of employees, the Union, or the Employer.
- e. **“Immediate family”** means a spouse, including a common law spouse, a child, father, mother, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, brother-in-law or sister-in-law.
- f. **“May”** shall be regarded as permissive, **“shall”** and **“will”** as imperative, and **“should”** as informative only.
- g. **“Meaning”** wherever the singular is used in this Agreement, the same shall be construed as meaning the plural, if the context requires, unless otherwise stated.
- h. **“National Master Standing Offer”** or NMSO means the standing offer tendered by the federal government and the Canadian Corps of Commissionaires.
- i. **“Part-time employment”** is employment where the employee does not have a fixed schedule and has not been appointed to an established position at a client work site. This term normally applies only to employees on the “A” List.
- j. **“Parties”** means the Public Service Alliance of Canada (PSAC) and the Corps
- k. **“Post”** is an employee’s particular assignment of duty at the work site, such as at a guard gate, or carrying out an internal or external foot patrol.
- l. **“Post Orders”** are site specific instructions which define the duties and responsibilities of the employee at the work site.
- m. **“Regular employment”** is employment on a regular schedule in an assigned established position at a client worksite.
- n. **“Seasonal Employees”** are employees who have been engaged seasonally and who have been given a satisfactory season-end appraisal and will be recalled by the Corps in order of seniority for the subsequent work season, subject to operational requirements.
- o. **“Seniority”** is the length of continuous service from the date of hire within the Victoria, the Islands and Yukon Division. It does not take into account previous service with this or any other Division and is accumulative.

**“Term Employees”** are employees engaged pursuant to Article 4.03(b) of this Agreement where no regular employees are either suitable or available to carry out the specific task required. A term employee is employed for a specified period of time in a full or part time position, to replace an employee on a leave of absence or for limited term work not to exceed six months. For benefit purposes, unless otherwise noted, a Term employee shall be considered a regular full or part time employee depending on the normal hours worked during the Term. A term employee shall have no seniority rights over full-time or part-time employees.

- p. **“The Corps”** also referred to as the Employer, means the Canadian Corps of Commissionaires Victoria, the Islands and Yukon Division.
- q. **“Union”** means the Public Service Alliance of Canada (“PSAC”) or, DCL 05/20500 as the case may be.

## **ARTICLE 4 UNION RECOGNITION**

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

Given at Vancouver, British Columbia, this 6<sup>th</sup> day of March A.D. 2001 and as varied under Section 142 of the Labour Relations Code by the Board this 16<sup>th</sup> day of January, 2020 and listed in Appendix B.

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

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

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

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

## JOB SECURITY

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

## ARTICLE 5 UNION REPRESENTATIVES

- 5.01 The Union shall provide the number and the jurisdiction of each Shop Steward, taking into account both operational and geographic considerations. The Union shall notify the Employer in writing the names of its representatives.
- 5.02 A Local Union representative shall obtain the permission of their immediate supervisor before leaving their work to investigate Employee complaints or process a grievance or undertake any other Union business during working hours. Such permission will not be unreasonably withheld. Where practicable, the representative shall report back to their supervisor before resuming their normal duties.
- 5.03 Where practicable, when the Employer requests the presence of a Union representative at a meeting, such request will be communicated to the Employee's supervisor.

## SHOP STEWARDS

- 5.04 a. The Employer agrees to recognize duly appointed Shop Stewards, provided the Union has first advised the Employer in writing of the name of the employee so appointed. The Union agrees to advise the Employer in writing of any changes made from time to time.
- b. The Shop Steward must not leave their assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- c. The necessary time which is spent by a Shop Steward or Local Officer in reporting and resolving grievances, or in attending meetings specifically relating to such grievances shall be considered as time worked. **If a Shop Steward or Local Officer is called in on their off day for a meeting, they will be paid a minimum of two (2) hours pay at the straight time rate, or the hourly rate for each hour or part thereof for attending the meeting, whichever is greater.**
- d. The Shop Steward shall not be discriminated against or disciplined for the proper performance of their duties on behalf of the Union, as contemplated by this Agreement.

## **EXECUTIVE OFFICER VISITS**

- 5.05 Prior to a visit to a work site a member of the Local Executive and/or Shop Steward shall advise the Chief Human Resources Officer one week in advance of such a visit. Such request shall not be unreasonably denied.

## **ARTICLE 6 USE OF CLIENT FACILITIES**

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

## **ARTICLE 7 EMPLOYEE ORIENTATION**

- 7.01 Any new employee, upon enrollment or assignment to a regular position within the bargaining unit, will be permitted to meet with a Shop Steward for up to an hour, without loss of pay as part of the employee's orientation for the position.
- 7.02 The President of Local 05/20500 or their designate will be permitted to meet with all potential Commissionaires during their Basic Security Training program for a reasonable period of time, as part of the potential employee's orientation.
- 7.03 The Employer shall make every reasonable effort to provide thirty (30) days advance notice of each course specified in clause 7.02 to the Union Local.

## **ARTICLE 8 RAND FORMULA**

- 8.01 For the purpose of applying this Article deductions from pay for each employee in respect of each calendar month will start with the full calendar month to the extent that earnings are available.

- 8.02 The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee for initiation fees, dues, and arrears and of any changes in the amounts to be deducted.
- 8.03 All monies deducted from employee's earnings pursuant to this Article are to be forwarded to the Comptroller of the Union, together with a list of employees to whom the monies are to be credited, and, if so authorized in writing by the employee, the name, address and social insurance numbers of new employees hired, on or before the 15<sup>th</sup> day of the month following the month in which the monies were deducted.
- 8.04 No Employee organization, other than the Union, shall be permitted to have membership dues and other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 8.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the actual amount involved in the error.
- 8.06 The Employer shall provide to the Union, on a quarterly basis, a complete list of all persons employed by the Employer at work sites certified to the Union. This list shall indicate who is included and who is excluded for check-off.

## MEMBERSHIP

- 8.07 a. All Employees in the bargaining unit who, either at the date of certification, or on the date(s) of any subsequent variation of the certification, were members of the Union shall, as a condition of employment, maintain such membership.
- b. All Employees hired after the date of certification or after the date of any subsequent variation of the certification shall, as a condition of continued employment, become members of the Union, and maintain such membership upon completion of a thirty (30) day trial period as an employee, at work sites certified to the Union.
- c. Nothing in this Agreement shall be construed as requiring a person who was an employee prior to the date of certification, or prior to the date of any subsequent variation of the certification, to become a member of the Union.
- d. When bargaining unit employees are relocated from the "A" list and/or a unionized work site to a non-certified work site, the Employer in accordance with Article 8.08 will provide the Union with written notice of such movement.

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

- (i) The Union will provide the Employer with a copy of the Union membership card for check off purposes if it has not already done so when the employee was hired and a Corps number assigned.



- (ii) Dues will continue to be deducted until such time as an employee indicates in writing they no longer wish to remain in the Union and have dues deducted because they are working at a site that is not certified. In the event an employee requests such a change, the Corps will advise the Union of the requested change in status.

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

- 8.08 The Employer shall as a condition of employment deduct Union dues from the wages or salary as follows:
- a. all Employees working at a certified site;
  - b. all employees on the A List;
  - c. all persons working at a certified site (excluding management);
  - d. all employees (as defined in Article 4) working at a site that is not certified.

#### **CHECK-OFF: PROCESS AND PROCEDURES**

- 8.09
- a. The Union recognizes and agrees that the Corps' obligation to deduct such is expressly restricted to making only such deductions as are permitted by law.
  - b. Upon resignation, layoff or termination for cause, the Corps will deduct the current month's dues from the employee's final pay cheque and remit it to the Union.
  - c. In the event that the Union alleges any violation by the Corps of this Article, notice of such alleged violation shall be given to the Corps in writing. If the matter is not resolved between the Corps and the Union, either party may then refer the issue to the grievance procedure.

### **ARTICLE 9 INFORMATION**

- 9.01
- a. The Employer shall provide the Local President **and/or designate** with a nominal roll of all Commissionaires which will include the name, address, **email** and telephone number. This nominal roll will be provided prior to the President's briefing at all Division introductory days.
  - b. **The Employer will also provide the Local President or designate with a copy of the most up to date nominal roll on the first business day of each month.**
- 9.02 The Union agrees to supply each of its members with a copy of the Collective Agreement. The parties agree to share equally, the cost of printing the Collective Agreement.
- 9.03 The Employer agrees to provide the President of the Local Union of PSAC a copy of the Employer's current organization chart and as amended from time to time.

- 9.04 The Employer shall provide the President of the Local Union of PSAC access to an electronic copy of the Division's Policy and Procedures Manual as existing at the signing of this Collective Agreement and notice of amendments as they occur from time to time.
- 9.05 Upon request of an employee, the personnel file of the Employee shall be made available for the employees' examination in the presence of an authorized representative of the Employer.

## **ARTICLE 10 STRIKES AND LOCKOUTS**

- 10.01 The Union agrees that during the term of this Agreement there will be no slowdown or strike, stoppage of work or refusal to work or to continue to work. The Employer agrees that during the term of this Agreement there will be no lockout.
- 10.02 Where one or more employees express concern for their safety in attempting to cross a picket line or similar demonstrations on or at the Employer's premises, the Employer will ensure a safe access to the workplace. No employee will be disciplined if the employee refuses to cross a picket line or similar demonstration.
- 10.03 In the event of a strike or lockout by any non-bargaining unit employees, or any other labour organization, or any other employer which affects a client's property or operations, employees covered by this collective agreement will remain on the job and will only perform their assigned functions necessary to maintain safety and security and Article 10.02 will apply.
- 10.04 In the event an employee can safely cross a picket line in order to perform their duties, the employee will:
- a. Stop and identify themselves each time and provide a copy of this article to the appropriate individuals;
  - b. Will wear a uniform and will, if required, only drive a vehicle clearly marked "Security";
  - c. Avoid involvement in the dispute;
  - d. Not provide picket escort services across the picket line to any vehicle(s) and/or person(s) that are party to the dispute;
  - e. Not photograph picket line activities;
  - f. Not use security dogs.

**ARTICLE 11  
NO DISCRIMINATION**

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

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

**COMPLAINT PROCESS**

- 12.01 a. If an employee complains that they have been the subject of discrimination or harassment, including sexual harassment and personal harassment or bullying, then the employee shall follow the process set out in the Corps' Policy and Procedures Manual, Section 4.2, which outlines the required process for investigating and resolving discrimination, bullying or harassment complaints. The Corps' Policy and Procedures Manual, Section 4.2 can be found at <http://www.commissionairesviy.ca/> or will be provided by the Employer upon request.
- b. The employee will be entitled to Union representation at all stages of the complaint process. If the employee's complaint is not satisfactorily resolved pursuant to Article 12.01 (a) then the employee may submit a grievance at Step Two of the grievance procedure.
- 12.02 Complaints and grievances under this Article will be handled with all possible confidentiality and dispatch by the Union and the Employer.
- 12.03 An alleged offender who is a member of the bargaining unit will be given notice of the substance of a complaint under this Article and will be represented at any grievance hearing or any adjudication under this Agreement.
- 12.04 Any step in this complaint/grievance procedure may be waived if a person hearing the grievance is the subject of the complaint. If the employee's complaint is not satisfactorily resolved pursuant to Article 12.01 then the employee may submit a grievance at Step 2 of the grievance procedure.

**ARTICLE 13  
POLITICAL RIGHTS**

- 13.01 a. The Employer shall place no restriction on the rights of Employees to participate in the political process, including the right to run for an office or campaign for the candidate(s) of their choice.
- b. **Employees are not to wear their uniforms at any public campaign meeting(s).**
- c. If an employee is elected to an office, the employee shall be entitled to leave without pay. Upon completion of the term or office, the employee will be placed on the "A" List.

**ARTICLE 14  
STATUTORY HOLIDAYS**

- 14.01 The following shall be paid holidays:
- a. New Year's Day
  - b. Family Day
  - c. Heritage Day (Yukon)
  - d. Good Friday
  - e. Aboriginal Day (Yukon)
  - f. Victoria Day
  - g. Canada Day
  - h. British Columbia Day (Discovery Day in the Yukon)
  - i. Labour Day
  - j. Thanksgiving Day
  - k. Remembrance Day
  - l. Christmas Day
- 14.02 Any other day that may be proclaimed as a lawful holiday by a Territorial, Provincial or Federal Government of Canada.
- 14.03 The qualifications for statutory holiday pay and entitlements shall be in accordance with either the Employment Standards Act of British Columbia or the Yukon, as the case may be.

## **ARTICLE 15 VACATION LEAVE**

### **ANNUAL VACATION**

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

### **PROCEDURE**

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

### **VACATION PAY**

- 15.03
- a. All employees will be paid the vacation pay to which they are entitled within twelve (12) months of the completion of the year of employment for which the employee became entitled to the vacation.
  - b. Vacation pay will be calculated at the rate of four (4%) percent of the employee's total wages in accordance with the Employment Standards Act of British Columbia or the Yukon, as the case may be. In British Columbia **and the Yukon**, in the fifth and following years from enrolment date, vacation pay increases to six (6%) percent.
  - c. Vacation pay earned in the first year will be paid in the following year, not in the year in which it is earned.
  - d. In British Columbia, there will be no advance payments of vacation pay if vacation is not actually taken. Vacation pay will only be issued just prior to commencement of an approved vacation period. In the Yukon, vacation pay may be drawn without actually taking leave, but only after acceptance of a written request for waiver of annual vacation.
  - e. Vacation pay will be subject to the normal statutory payroll deductions.

**ARTICLE 16**  
**LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS**

**Employees entitled to receive leave without pay under this Article except for clause 16.09 shall have their regular salary undisrupted during such leave and the Employer shall invoice the Union for the cost of lost wages and benefits.**

- 16.01 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board.
- 16.02 The Employer will grant leave with pay to employee(s) who are meeting with management on behalf of the Union, other than contract negotiation meetings.
- 16.03 The Employer will grant leave with pay to an employee who is party to an arbitration between the parties.
- 16.04 The Employer will grant leave without pay to a reasonable number of employee(s) representing the Union before an Arbitration Board.
- 16.05 The Employer will grant leave with pay for up to four (4) employees, three (3) from B.C. and one (1) from Yukon Region, to a maximum of **two hundred and twenty (220)** regular hours in total for all four employees, for the purpose of attending negotiations for the renewal of the Collective Agreement.
- 16.06 The Employer will grant leave without pay to employees selected as delegates to attend Executive Council meetings and conventions of the Union and the conventions of the Canadian Labour Congress and conventions of Provincial Federations of Labour, subject to operational requirements.
- 16.07 The Employer will grant leave without pay to employees who exercise authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative, subject to operational requirements.
- 16.08 Recognizing that circumstances may arise whereby an employee is required to perform administrative or executive duties on behalf of the Local, the Employer agrees to grant leave without pay, subject to operational requirements.
- 16.09 An employee who has been elected or appointed to a full-time office of the Union, the Local or the Council shall be entitled to leave without pay for the period during which the employee is elected or appointed to hold office. During the above-mentioned leave the employee will continue to contribute to and accrue benefits as though he/she was at work. The employee will also cover the Employer's normal contribution to these benefit plans during this period of time.
- 16.10 An employee who returns to work with the Employer after a period of leave granted under this Article shall have the time spent on leave credited for the purposes of seniority. Such an employee has the right to return to their position if available and if such position is not available, then shall be assigned to the "A" List.

**ARTICLE 17**  
**OTHER LEAVE WITH OR WITHOUT PAY**

**LEAVE WITH PAY**

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

**FAMILY RESPONSIBILITY LEAVE**

- 17.02 a. Employees are entitled to up to five (5) days of unpaid leave during each calendar year to meet their responsibilities related to the health, care or education of a child in their care, or the care of health of any other member of their immediate family, as defined in Article 3 Definitions and Interpretations.
- b. Where possible, supervisors should be given at least twenty-four (24) hours' notice of a request for such leave.

**JURY DUTY**

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

**COURT APPEARANCES**

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

**LEAVE FOR CULTURAL OR RELIGIOUS OBLIGATIONS**

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

## **BEREAVEMENT**

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

## **SPECIAL OCCASION LEAVE WITH PAY**

- 17.07 An employee shall be granted leave of absence for up to three (3) days under the following circumstances:
- a. On the employee's wedding day; and/or
  - b. On any other special occasion as approved by the Corps in its sole discretion.

## **MATERNITY LEAVE**

- 17.08 a. An employee who requests maternity leave will be granted up to seventeen (17) weeks of unpaid leave:
- i. Beginning no earlier than **twelve (12)** weeks before the expected birth date and no later than the actual birth date; and
  - ii. Ending no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, or no later than seventeen (17) weeks after the actual birth date.
- b. An employee who requests leave after the birth of a child or the termination of a pregnancy will be granted up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth, or the termination of the pregnancy.
- c. An employee who is unable to return to duty on the completion of pregnancy leave for reasons related to the pregnancy or termination of a pregnancy will be granted up to an additional six (6) weeks of leave without pay on application to the Corps.
- d. Pregnancy leave must be requested in writing at least four (4) weeks before the date the leave is requested to begin.

**Leave granted under this clause will be counted as continuous employment for the purpose of calculating severance pay and vacation leave.**

## **PARENTAL LEAVE**

- 17.09 a. An employee who requests personal leave as the result of a birth or adoption will be granted leave without pay as follows:



- i. For the birth parent, who takes maternity leave up to **sixty-one (61)** consecutive weeks immediately after the end of maternity leave, unless a request for other dates is made by the birth parent and approved by the Corps;
- ii. For a parent who does not take maternity leave, the following will apply:

**Standard Parental Leave**

- a. Up to **thirty-seven (37)** consecutive weeks beginning after the child's birth and within **fifty-two (52)** weeks after the event

or

**Extended Parental Leave**

- b. Up to **sixty-three (63)** consecutive weeks beginning after the child's birth and within **seventy-eight (78)** weeks after the child is placed with the parent.
- b. If the child has a physical, psychological or emotional condition requiring an additional period of parental care, up to an additional five (5) weeks will be granted, beginning immediately after the end of the approved parental leave.
- c. Parental leave must be requested in writing at least four (4) weeks before the date that leave is requested to begin.
- d. An employee's combined entitlement to pregnancy and parental leave is limited to **seventy-eight (78)** weeks, plus a maximum of five (5) additional weeks of leave which may be granted under Article 17.09 (b).

**Leave granted under this clause will be counted as continuous employment for the purpose of calculating severance pay and vacation leave.**

**COMPASSIONATE CARE LEAVE**

- 17.10 a. **Notwithstanding the definition of "family" found in Article 3 an employee who provides the Employer proof that the employee is in receipt of or has applied for Compassionate Care Benefits will be granted up to twenty-eight (28) weeks of leave without pay while in receipt of or awaiting these benefits.**
- b. **When requested by the employer in writing, the employee who was awaiting benefits must provide the Employer with proof that the request for EI Compassionate Care Benefits has been accepted.**

**Leave granted under this clause will be counted as continuous employment for the purpose of calculating severance pay and vacation leave.**

## **MILITARY DUTY LEAVE**

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

## **LEAVE TO VOTE**

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

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

- 17.13 a. Most requirements for absence from duty can be accommodated by the normal entitlements described in Articles 17.02, 17.06, 17.07, 17.08, and 17.09. If these normal entitlements are insufficient to provide adequate time for resolution of family problems, for extended travel, or for absence for military service, employees may, upon approval of a written request to the Chief Executive Officer of the Division, be granted up to six (6) months of unpaid Special Leave.
- b. Upon completion of the special leave, the employee shall return to duty in their former position provided the position still exists and there are no objections from the client.
- c. Special leave will be requested and approved in accordance with the Employer's leave policies and procedures.

## PROCEDURES

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

## ARTICLE 18 SICK/PERSONAL NEED LEAVE

- 18.01 a. Employees shall be entitled to be absent from work for sick or personal needs leave for a period of four (4) days annually, with pay (prorated for part-time employees) on application. The entitlement increases to five (5) days annually for those who completed or have completed five (5) consecutive years of service with the Division.
- b. Employees will not be entitled to paid Sick or Personal Needs Leave during their Probationary Period (first 90 days of employment) however, will be entitled to paid sick/personal needs leave for use upon successful completion of their probationary period.
- 18.02 a. An Employee shall be granted sick leave provided that the employee has satisfied the Employer as to their entitlement in the manner prescribed below:
- b. Pursuant to (a) above the Employer may require an employee to provide evidence as to the nature of the employee's illness or injury, or that the employee has been in quarantine:
  - i. By presentation of a medical certificate indicating that, in the judgment of the attending physician the employee was or is incapable of performing their duties; or
  - ii. By the completion of an affidavit signed by the employee stating that because of illness or injury, the employee was unable to perform their duties. The Employer has the right to request a medical certificate where the Employer has reasonable cause to believe that the employee is abusing the trust inherent in the affidavit system, provided the request is made prior to the employee's return to work.
- c. Employees may be granted Personal Needs leave provided:
  - i. they have a sufficient entitlement; and
  - ii. where possible, notice is given to permit the scheduling of a replacement.
- 18.03 If the Employer requests a medical certificate, the Employer will bear the cost of such a certificate.
- 18.04 When an employee is unable to return to work due to illness or injury, and the absence is expected to be for an extended duration, a Record of Employment may be issued by the Employer at the request of the employee to apply for employment insurance sick benefits.

- 18.05 When an employee is fit to return to duty, the employee shall contact the dispatcher if in the Victoria area or the area supervisor if outside the Victoria area, before returning to work.
- 18.06 Employees shall immediately report all injuries as soon after the injury as possible. A Report of Injury form will be completed when an employee has been injured at work for all injuries, even if the injury does not result in lost time from work.
- 18.07 Employees will be allowed to accumulate their unused sick/personal need leave allotment under the following criteria:
- a. Unused sick/personal needs leave will be rolled over from one fiscal year to the next and banked (in a dollar amount) under that employee's name;
  - b. Banked sick allotments can only be used for certified sick days; and
  - c. Banked sick allotments cannot be cashed out during the employee's regular employment with the Corps.
- 18.08 Employees upon retirement or resignation will be entitled to be paid out at 100% of their accumulated allotment.

#### **WORK PLACE INJURIES**

- 18.09 Employees shall immediately report all injuries that occur on the work site to their supervisor or dispatch as soon as practical after sustaining the injury. Employees must assist, if injuries allow, in the completion of a WorkSafe BC Report of Injury form and in any accident investigation. This is required whenever an employee has been injured at work even if the injury does not result in lost time from work.**

#### **DUTY TO ACCOMMODATE**

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

## ARTICLE 19 SEVERANCE PAY, LAYOFF AND RECALL

### WORK SITE STAFF REDUCTIONS

- 19.01**
- a. All job assignments are strictly based on the availability of client contracts.
  - b. In the event that it becomes necessary to lay off an employee, the Employer shall lay off the employee with the least seniority provided that the remaining employee(s) have the qualifications and ability to perform the job. Where specific skills and/or qualifications are required, the Employer will retain the most senior employee(s) who has those qualifications
  - c. When a reduction in pay levels or the number of positions occurs within a work site, the Employer will attempt to reassign employees to suitable alternate employment within the bargaining unit. If it is not possible to reassign employees, the Employer, will lay off employees in reverse order of seniority.
  - d. When seniority is utilized as the sole criteria to determine employees to be laid off, the following process will apply:
    - i. If more than one position exists within the work site at the same pay level as the position being eliminated, or reduced in pay level, the Detachment Commander will identify all positions at that pay level that require qualifications similar to the position identified for elimination, or reduction in level.
    - ii. The seniority of all employees occupying positions so identified will be reviewed and the employee(s) with the least amount of seniority will be laid off.
    - iii. Where seniority between individuals is identical then the employee with the lowest Corps number will take precedence.
    - iv. The employee(s) identified for layoff may elect one of the following options:
      - a. accept a position at the lowest level within the work site. If this option is chosen, the employee at the lowest level with the least seniority will be laid off and 19.01 (iv) (c) will apply.
      - b. bump a less senior employee of a similar pay level at another work site which may be subject to a ninety (90) day trial period.
      - c. be laid off from the work site, placed on the "A" list, and be governed by the conditions described in Article 19.03.
      - d. be laid off from the work site and issued a Record of Employment.

## **CONTRACT TERMINATIONS**

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

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

## **STAFF REDUCTION OR CONTRACT TERMINATION PROCESS**

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

## ARTICLE 20 SENIORITY

- 20.01 Seniority is defined as length of service of the employee with the Corps and is cumulative.
- 20.02 When two (2) or more Employees date of hire is the same, their relative seniority shall be determined with reference to the employee's Corps number. **The employee with the lower Corps number will be deemed to have the greater seniority.**
- 20.03 The Employer shall maintain seniority lists showing the date upon which each bargaining unit employee's service with the Corps commenced. For further clarity, if an employee moves between a full and part-time position, the employee will retain their seniority based on their date of hire. The lists of employees in the bargaining unit shall be sent to the Union and posted in March and September of each year. An employee shall have sixty (60) days to bring any errors to the attention of management.
- 20.04 a. There shall be a probationary period of ninety (90) days for all employees.
- b. The Employer may reject a probationary employee at any time during the probationary period for cause. The test of cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which the employee has been appointed. This rejection shall not be the subject of a grievance or arbitration unless the Union alleges that the Employer's decision has been arbitrary, discriminatory or made in bad faith.
- c. Where a written performance evaluation indicates doubt as to the probationary employee's suitability for status as a regular employee, the Employer may, at its sole discretion, extend the probationary period.
- d. Employees who remain in the employ of the Corps for their complete period of probation shall have seniority effective from their date of hire by the Employer in accordance with Article 3.01 "Continuous Service".
- 20.05 An employee shall lose their seniority in the event that the employee:
- a. is **terminated** for just cause and is not reinstated by an Arbitrator or under the Grievance Procedure;
- b. resigns in writing;
- c. a **regularly scheduled employee** is absent from work in excess of seven (7) **consecutive** working days without the **written** approval of the Employer;
- d. is laid off and fails to return to work within ten (10) working days after the employee has been notified by registered mail to do so by the Employer.

- 20.06 Employees temporarily appointed or on an acting assignment outside the bargaining unit shall retain and accumulate seniority, for a period not to exceed ninety (90) days and shall retain that seniority for a period not to exceed one (1) year from the date of appointment / assignment.
- 20.07 No employee shall be transferred without their permission to a position nor required to perform any work outside the bargaining unit.

## **ARTICLE 21 EMPLOYEE STATUS / GENERAL CONDITIONS**

### **ELIGIBILITY, SELECTION, RECRUITMENT, TRAINING AND ENROLMENT**

- 21.01 The eligibility, selection, recruitment, training and employment of employees shall be determined exclusively by the Employer.

### **WORK SITE PLACEMENT**

- 21.02 a. New employees will be assigned directly to the "A" list. From the time of enrolment in the Corps, all employees, including re-enrolees will be on probation for a ninety-day (90 day) suitability assessment period. The Employer may terminate employment at any time during the probation period for unsuitability. This termination shall not be the subject of a grievance or arbitration unless the Union alleges that the Employer's decision has been arbitrary, discriminatory or made in bad faith.
- b. As regular positions in work sites become available or as new work sites are formed, employees will be assigned to fill them on a ninety (90) day work site trial basis by seniority and in accordance with Article 26 Staffing Procedure which could run concurrently with the ninety day (90 days) probationary period specified in sub Article 21.02 (a).
- c. In the event that the employee is found unsuitable during the work site trial period the employee will be returned either to the original work site or to the "A" list, as the case may be.
- d. Assignments to work sites or to a specific short-term duty are made by the Employer. Exchange of duty may only be made with the prior approval of the work site supervisor if assigned to a work site or by the dispatcher if assigned to the "A" list.
- e. Employees unable to report to duty for any reason shall immediately notify their supervisor or the Dispatcher so that a replacement may be assigned. When employees are again available for duty, they shall report to their supervisor or the Dispatcher for advice on the time and place of their next duty. In case of absence due to illness, a doctor's certificate substantiating the illness may be required.



## **RETIREMENT AGE**

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

## **QUALIFICATIONS/CERTIFICATIONS/LICENSES**

- 21.04 a.** It is the responsibility of the employee to maintain the currency of all **Employer required certifications/licenses** throughout the course of their employment. **This is job site specific and is not limited to:**
- i. Occupational first Aid at the applicable level;**
  - ii. Security Workers Licensing (Including AST certification when required);**
  - iii. Security clearances as required.**
- b.** Courses required to be taken to maintain such qualifications shall be approved in advance and paid for by the Corps.

## **CONFIDENTIALITY**

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

## **DRESS AND DEPARTMENT**

- 21.06 Items of uniform and accoutrements are defined as “uniform” and will be issued, maintained and replaced as required by the Corps.
- a.** Employees shall adhere strictly to the Corps’ requirements regarding dress and department as specifically set out in the Corps’ Policy and Procedures Manual dated January 1, 2014. Where there is a conflict between the Policy and the Collective Agreement, the Collective Agreement provisions will prevail.
  - b.** Employees shall be reimbursed for costs to dry clean their uniforms up to the amount paid by the Corps to its contracted dry cleaning company.

## **SEASONAL EMPLOYEES**

21.07 Seasonal employees shall be governed by the following:

- a.** Seasonal employees who have been given a satisfactory season-end appraisal will be recalled to the work site in order of seniority for the subsequent work season, subject to operational requirements

- b. Unless otherwise provided for in this Agreement, seasonal employees shall be entitled to all provisions of this Collective Agreement. Seasonal employees shall receive vacation pay at season end. Seasonal Employees will be eligible to participate in any Benefit Plans during the time they are employed in accordance with the qualifying terms and conditions of such Plans; and
- c. Seniority for seasonal employees shall be calculated on the basis of all time actually worked for the Employer and shall be determined on an accumulative basis.

## **ARTICLE 22 PAY ADMINISTRATION**

- 22.01 Employees shall be paid on a bi-weekly basis at the rate of pay to which the employee is entitled as prescribed in Appendix "A" (Rates of Pay).
- 22.02
- a. Upon initial appointment an employee shall be paid the hourly rate prescribed for the position.
  - b. An employee appointed to a higher hourly rated position shall be paid the hourly rate prescribed for the position.
  - c. Opportunities to be appointed to a higher hourly rated position shall be distributed on an equitable basis among qualified employees at the Detachment.

### **WAGES**

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

### **EFFECTIVE DATE**

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

## **ARTICLE 23 TRAVEL EXPENSES**

- 23.01 Employees travelling for the purpose of business **approved by the Employer** will be reimbursed actual and reasonable expenses incurred. The Employer agrees to continue the current practice of providing advances for employee's expenses.

- 23.02 Time spent in transit to attend **approved training conferences and seminars** or to conduct business on behalf of the Corps shall be treated as time worked, and will be paid at **the employee's normal rate of pay** to a maximum of eight (8) hours in any one day.
- 23.03 When an employee is required to travel on Employer business, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clause 23.02. Traveling time shall include time necessarily spent at each stopover en-route.
- 23.04 For the purpose of clause 23.02, the traveling time for which an employee shall be compensated is as follows:
- a. for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer; and
  - b. for travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or workplace, as applicable, direct to the employee's destination and upon the employee's return, direct back to the employee's residence or workplace.

#### **USE OF PERSONAL VEHICLE**

- 23.05 a. For the purpose of this clause, shelter means a vehicle used by an employee at any worksite. The use of a personal vehicle as a shelter at any worksite shall not be unreasonably denied.
- b. An employee authorized by the Employer to use their personal vehicle for the purpose of conducting business on behalf of the Employer will be reimbursed in accordance with the National Joint Council Travel Directive.
- c. Any employee required to use their personal vehicle to provide shelter at any worksite shall be reimbursed at the ~~current~~ NMSO rates. Such usage must be pre-approved by the Employer.

### **ARTICLE 24 SUSPENSION AND DISCIPLINE**

#### **WHISTLE BLOWING PROTECTION**

- 24.01 No employee will be disciplined for reporting any abuse of office by the Employer or any representative of the Employer.

## MEETINGS

- 24.02 Where it appears during any meeting with an employee, that the nature of such a meeting must change to an investigation, which could result in the disciplining of that employee, that meeting must be immediately terminated. **No employee will be disciplined without just cause.**
- 24.03 When an employee is required to attend a meeting, the purpose of which is to conduct an investigation or to render a disciplinary decision concerning the employee, the employee is entitled to have, at their request, a representative of the Union attend the meeting. When practicable, the employee shall receive a minimum of twenty-four (24) hours notice of such a meeting and the written reasons for such a meeting.

## SUSPENSION AND DISCIPLINE

- 24.04 Discipline, when imposed, shall be imposed in a timely manner. An employee shall be made aware of all disciplinary reports that have been placed on the employee's personnel file. The Employer shall not introduce as evidence in a hearing related to discipline or discharge any document from the file of an employee the contents of which the employee was not aware of at the time of filing, or within a reasonable time thereafter.
- 24.05 The Employer agrees that discipline should be corrective in nature and depending upon the nature **or severity** of the infraction, **the Employer will normally initiate a verbal, recorded** or written warning before imposing a suspension, with or without pay, or resorting to termination.
- 24.06 When an employee is suspended from duty, with or without pay, the Employer undertakes to notify the employee in writing of the reason for such suspension within **three (3) business days**.
- 24.07 In cases of written reprimand, suspension with or without pay, or dismissal, the Employer shall provide the Local President with a written record of any disciplinary action taken against the employee including the reason(s) for the disciplinary action within seventy-two (72) hours of the action.
- 24.08 The Employer is committed to a full and proper investigation of all alleged employment infractions and the application of necessary discipline in a fair, equitable and consistent manner.
- 24.09 A document or written statement, other than a performance appraisal or a record of suspension, with or without pay, related to disciplinary action, which may have been placed on the personnel file of an employee, shall, upon the written request of an employee, be destroyed after the expiration of two (2) years since the disciplinary action.

## **ARTICLE 25 HEALTH AND SAFETY**

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

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

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

25.03 The Employer shall provide protective clothing and equipment, except for safety footwear, that are required in the performance of the employee's duties. Where protective clothing is supplied, the Employer agrees to furnish, replace or repair any such damaged clothing.

25.04 The Corps provides a smoke-free work environment at work sites under its control.

## **ARTICLE 26 STAFFING PROCEDURE**

**26.01 Where the Employer decides to staff a vacancy then the following Article will apply.**

### **POSTING**

- 26.02
- a. **The position shall be posted for a minimum of ten (10) business days.** Job opportunities will be open to all Union members who have completed their probation. The posting shall be forwarded to the Union for information at the same time as its communication to the bargaining unit.
  - b. The Employer shall make every reasonable effort to notify all employees on leave or off shift of all job opportunities through such avenues as pay stub mailing, email, intranet, faxes to worksites, newsletters, and the Divisional website.
  - c. The posting shall contain the requirements and the wage of the job opportunity. In this Article "requirements" means skills, qualifications, abilities and experience, license and certification.

- d. **The Employer will consider an applicant with demonstrated abilities and experience in lieu of qualification(s) and in such case, the Employer shall so state on the job posting.**
- e. The requirements contained in the posting shall be fair and reasonable in relation to the job opportunity and be in compliance with Post Orders.
- f. Should a suitable candidate not be found within the bargaining unit a posting will be reposted Division wide for a minimum of ten (10) days, and the posting shall indicate the closing date, **but the position remains within the bargaining unit.**

## SELECTION

- 26.03
- a. All candidates for the job opportunities will be evaluated and position awarded based on the posted requirements. Where the candidates are assessed as relatively equal according to the requirements, the candidate with the greater seniority will receive the offer.
  - b. **All candidates who apply and who meet the requirements of the job must 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.**
  - c. All candidates who applied will be advised of the results of the competition **within five (5) business days of a candidate being selected.** At their option, unsuccessful candidates may discuss their assessment with the Employer. Such requests may be communicated verbally or in writing.
  - d. The results of the competition shall normally be advised within two (2) weeks of the date of selection and the name of the successful candidate will be posted.
  - e. 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.

## POST SELECTION

- 26.04 Article 27.05, Steps of the Grievance Procedure shall apply when an employee has questions or concerns about the outcome of a staffing competition except that the first step shall be referred to the Director of Human Resources.

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

- 26.05 In the case of a transfer of a regular employee, the successful applicant shall assume his/her new duties on a trial basis for **ninety (90)** working days. The Employer shall confirm the employee's appointment after the trial period of **ninety (90)** working days. In the event that the successful applicant proves unsuitable in the position during the trial period, the employee shall be returned to their former position, wage or salary rate, if not redundant. If redundant, then the employee will be appointed to a comparable

position and wage rate of his or her former position, if available. Likewise, any other employee promoted or transferred because of the successful applicant's promotion shall be returned to their former position or to a comparable position and wage rate without loss of seniority, if such a comparable position is available. If no comparable position is available then Article 19.03 shall apply.

## **TRIAL PERIOD**

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

## **NOTICE OF RESIGNATION**

**26.07** Employees shall provide the Employer with at least two (2) weeks written notice of resignation, which notice may be waived by the Employer.

## **EMPLOYEE VOLUNTARY RELOCATION**

- 26.08** a. Employees wishing an intra-Division transfer, from one town or city to another, and wishing to continue employment with the Employer in their new location, will normally be released from the Division, unless there is reasonable likelihood of employment in the new area.
- b. If such a transfer is approved, the employee will be placed on the "A" list at the new location for assignment to a bargaining unit position. The seniority of the employee in the previous geographic area **will remain intact within the Division.**

## **CLIENT ACCEPTANCE**

- 26.09** a. The nature of the relationship between the Employer and the clients necessitates that individual Employees be acceptable to the client at the workplace to which they are assigned. When a client considers the employee to be unsuitable, either on initial assignment or at any subsequent time, and the client puts their concerns in writing to the Employer, the Employer shall review the concerns of the client and will try to reconcile the situation.
- b. **Where a client has indicated an employee may be unsuitable, the Corps will investigate and prior to any decision to transfer the employee, depending on the nature of the complaint, the Corps may undertake any or all of the following:**
- i. **coordinate with the client to develop specific areas of training;**
  - ii. **provide written counselling to highlight potential areas of improvement with appropriate time frames;**

- iii. **despite undertaking (i) and (ii) above and if the Client remains concerned, transfer the employee to another work site pursuant to the remainder of this Article.**
  
- c. While the provisions of Article 26.09 of the Collective Agreement remain in full force as soon as practicable prior to the transfer of an employee from a Client's worksite pursuant to Article 26.09, the Employer shall notify the Union that the client has requested such transfer.
  
- d. If reconciliation of the situation, identified in 26.09 a. above is not possible, the Commissionaire will be transferred to the "A" list and, in accordance with their seniority with the Corps, given priority placement in the next available permanent position for which the Commissionaire is eligible and where the work is as near as possible to the previous position in accordance with Article 26.09.
  
- e. To mitigate the financial impact on Commissionaires removed from Client sites at the request of the Client the following will occur:
  - i. removal from the Client's site will be treated as an Internal transfer from that site to the "A" list;
  
  - ii. **the employee will be expected to accept reasonable alternative shifts if offered by the employer;**
  
  - iii. a wage protection package will be calculated based on the time the Commissionaire was at the Client's site prior to transfer **and an interim payment will be made within thirty (30) days from the date of removal and a final amount if applicable, will be paid within sixty (60) days;**
  
  - iv. wage protection will be calculated as the difference between the normal and average weekly wage earned at the Client's site and that earned on the "A" list or new work site;
  
  - v. wage protection will continue for the number of weeks to which the Commissionaire would have been entitled under the Employment Standards Act if their employment was considered to have been terminated from the Division without cause.



**ARTICLE 27**  
**GRIEVANCE PROCEDURE**

- 27.01 The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. It is understood the employee has the right to representation by the Union and that the grievance procedure is not intended to preclude any discussion between employees, Union representatives and Employer representatives.
- 27.02 An employee may be assisted and/or represented by the Union at the informal discussion stage and/or when presenting a grievance.
- 27.03 The Union shall have the right to consult with the Employer with respect to a grievance at each or any step of the grievance procedure.
- 27.04 An employee who wishes to present a grievance, shall transmit this grievance in writing to the Employer representative. A grievance of an employee shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the grievance form.
- 27.05 Except as otherwise provided in this Agreement, a formal grievance shall be processed by recourse to the following steps:
- Step 1 (Employer Representative)**  
**Step 2 (Chief Executive Officer)**  
**Step 3 Final Step (Arbitration)**
- 27.06 a. An employee shall present a grievance at **Step 1** within **twenty-five (25)** calendar days that the employee first becomes aware or ought reasonably to have become aware of the action or circumstances giving rise to the grievance.
- b. The Employer shall reply to an employee's grievance at **Step 1** of the grievance procedure within fourteen (14) calendar days after the grievance is presented and within fourteen (14) calendar days at **Step 2**. At step 1 or step 2, a Human Resource representative may assist the Employer representative.
- 27.07 An employee shall transmit the grievance at each succeeding step in the grievance procedure beyond **Step 1**:
- a. where the decision or settlement is not satisfactory to the employee, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to the employee by the Employer; or
- b. where the Employer has not conveyed a decision to the employee within the time prescribed, within fourteen (14) calendar days after the day the reply was due.
- 27.08 Where an employee has been represented by the Union in the presentation of their grievance, the Employer will provide the appropriate representative of the Union with a written copy of the Employer's decision at the same time that the Employer's decision is conveyed to the employee.

- 27.09 No employee shall be dismissed without being given notice in writing together with the reasons therefore within twenty-four hours. When the Employer dismisses an employee the grievance procedure shall apply except that the grievance will be presented at **Step 2**.
- 27.10 In the event that a Grievance concerns an alleged violation of Clause 12.01 by the supervisor or Employer representative, the grievance shall proceed to **Step 2**.
- 27.11 Except as provided in Clause 27.16 an employee may, by written notice to their immediate supervisor, with a copy to the Union abandon a grievance.
- 27.12 Any party who fails to present or advance a grievance to the next step within the prescribed time limits shall be deemed to have abandoned the grievance, and the grievance cannot later be presented or advanced.
- 27.13 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon their grievance or refrain from exercising the employee's right to present a grievance, as provided in the Collective Agreement.
- 27.14 All time limits provided in this Article are mandatory and may only be extended by mutual agreement in writing.
- 27.15 An employee must obtain the approval of the Union and be represented by the Union before an employee grievance can be referred to arbitration.
- 27.16 A grievance referred to arbitration can only be withdrawn by the employee with the prior approval of the Union.

## **POLICY GRIEVANCE**

- 27.17 A policy grievance shall be defined as a dispute involving a question of application or interpretation of any Article of this Agreement which arises directly between the Employer and the Union.
- a) A policy grievance seeks a declaratory decision concerning the proper application or interpretation of the Collective Agreement. It shall be submitted within thirty (30) calendar days at **Step 2** by the Union following the circumstances giving rise to the grievance.
  - b) The Employer shall have the right to file a grievance and a grievance brought by the Employer shall be submitted to the Union within thirty (30) calendar days from when the Employer first becomes aware of the action or circumstances giving rise to the grievance.

## **ARBITRATION**

### **27.18 STEP 3**

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

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

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

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

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

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

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

## **EXPEDITED ARBITRATION**

27.19 The parties agree that, by mutual consent only, any grievance may be referred to the following expedited arbitration procedure. The Arbitrator shall be chosen by mutual agreement between the Parties.

### **Procedure:**

Grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) calendar days from the date of referral, unless the hearing is delayed by mutual agreement between the Parties or by the Arbitrator.

The Parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses.

Whenever possible, the Arbitrator shall deliver the decision verbally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within twelve (12) calendar days of the date of the hearing.

When it is not possible to give a verbal decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume of the reasons. The Arbitrator must render the written decision as soon as possible but at all times within twelve (12) calendar days of the date of the hearing.

Such decisions from the expedited format shall be final and binding upon the Parties and any affected employee(s).

The Arbitrator shall have the authority and powers conferred by the BC Labour Relations Code or the Canada Labour Code as the case may be, including the authority to determine whether a matter is arbitrable under this Agreement. The Arbitrator shall not have the authority to

change, modify or alter any of the terms of this Agreement. This does not preclude the Arbitrator from substituting a lesser penalty in discipline matters, or reinstating a discharged employee, or such penalties that the Arbitrator deems just and reasonable in the circumstances, including compensation for lost income and benefit as in the opinion of the arbitrator is fair and reasonable; or

Make such order as the arbitrator considers fair and reasonable having regard to the terms of this Agreement.

The award of the arbitrator is final and binding upon the parties and any affected employee(s).

Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator. The parties are each responsible for their own costs associated with each arbitration.

## **ARTICLE 28**

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

#### **SHIFT SCHEDULING**

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

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

- 28.04 Due to the type of work and conditions of employment, it is not practicable to offer relief to Commissionaires for unpaid rest periods or meal periods. The expectation is that the Commissionaire will take their rest period and meal period when possible on the job. The Commissionaire will be paid for the rest period and for the meal period due to the fact that they cannot leave the work site.
- 28.05 The Employer will allocate extra shifts in the following manner:
  - a. All regular employees working less than 40 hours per week will indicate to their site supervisor that they are available to work additional hours. Any extra shifts for that work site will be offered to the regular employees of that site on a site seniority basis.
  - b. If no regular employee is willing to work the extra shift the shift will be filled with members off of the "A" List.

## **ARTICLE 29 HOURS OF WORK AND OVERTIME**

- 29.01 a. The Corps has the exclusive right to schedule the hours of operation in order to provide services to its clients.
- b. Employees are not guaranteed an amount or type of work.
- 29.02 All overtime must be approved in advance. Overtime worked in excess of eight (8) hours in a day, or forty (40) hours in a week, will be paid at time and one-half of the employees regular hourly rate (unless a variance or averaging agreement has been reached for the work site with the approval of the employee(s) and the Union). The employee(s) shall be paid at the rate of double time of the regular hourly rate for hours worked in excess of twelve (12) hours in a day.
- a. Overtime for variance or averaging agreements will be in accordance with the Employment Standards Act of British Columbia or the Yukon Territory.
- b. Work conducted on variances of nine (9) hours per day to eleven (11) hours per day will be paid for each hour worked or parts thereof, in excess of the varied amount, at time and a half for each hour of their hourly rate up to twelve (12) hours and double time thereafter.
- c. Work conducted on variances of twelve (12) hours per day will be paid for each hour, or parts thereof, worked in excess of the varied amount at double time for each hour or parts thereof worked thereafter.
- 29.03 Opportunity for overtime shall be distributed among persons within the bargaining unit by work site location, on the basis of qualifications on a fair and equal basis.
- 29.04 Employees will be allowed to exchange shifts provided that the continuity of the operation is maintained. The employee who works a shift for another employee will be subject to all the rules and regulations as if it was that employee's normally scheduled shift. Employees must have prior written consent of their supervisor before shift change is to occur. No exchange of shifts will be permitted for the employee to work for another Employer. No exchange of shifts will result in entitlement to overtime pay.

## **ARTICLE 30 INSURANCE PLANS**

- 30.01 The Employer agrees to provide a standard plan for the provision of the following benefits:
- a. Long Term Disability Insurance
- b. A Group Life Insurance Plan and Accidental Death and Dismemberment (AD&D) insurance.

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

### **ARTICLE 31 GROUP REGISTERED RETIREMENT SAVINGS PLAN**

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

### **ARTICLE 32 TECHNOLOGICAL CHANGE**

- 32.01 **Notwithstanding** the Labour Relations Code, Section 54, and the Canada Labour Code, the Corps will give the Union **ninety (90)** calendar days notice of any technological changes. During the notice period, the Corps will meet with the Union to explain the technological change and discuss any effect it will have on employees, with a view to minimizing such effects.

### **ARTICLE 33 PROFESSIONAL MEMBERSHIP, REGISTRATION AND LICENSE FEES**

- 33.01 This article covers the occasions where an Employee must possess a qualification, excluding the Security Worker license. In such cases the costs associated with the requirement must be pre-approved by the Employer and will cover items such as wages for training time, cost of course and training material, medical exams or licensing fees as applicable.
- 33.02 Union dues referred to in Article 8 - Check Off, of this Agreement are excluded as reimbursable fees under this Article.
- 33.03 Periodic refresher training required to maintain valid certificates or qualifications such as First Aid are covered by the Employer under this article but must be pre-approved.
- 33.04 Wages paid under this article will be at the Employee's normal rate of pay.

**ARTICLE 34**  
**JOINT UNION-MANAGEMENT CONSULTATION COMMITTEE**

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

**ARTICLE 35**  
**MISCELLANEOUS**

**LABOUR RELATIONS CODE-SECTIONS 50(2) AND 50(3) EXCLUDED**

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

**EXTENT**

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

Corps and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

## **ARTICLE 36 TERM OF THE COLLECTIVE AGREEMENT**

### **DURATION**

36.01 a. This Agreement shall be for a period of three (3) years commencing on April 1, **2019** and ending on March 31, **2022**.

Thereafter, the Agreement shall continue in full force and effect from year to year, subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code of British Columbia.

b. During the period when negotiations are being conducted between the parties for the renewal of the Agreement, after the expiration of this Agreement, the present Agreement shall continue in full force and effect until:

- i. The Union commences a legal strike, or
- ii. The Corps commences a legal lockout, or
- iii. The parties enter into a new or further Agreement.

c. Commissionaires shall receive a wage increase where applicable as per Schedule "A" effective April 1, **2019**.

d. The Corps agrees to provide copies of the financial section of any client contract for which bargaining unit members work to verify the billing rate increase.

## **ARTICLE 37 JOB DESCRIPTIONS**

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



## ARTICLE 38 EXCLUDED PERSONNEL

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

All staff from Divisional Office and:

- ❑ EGD Esq Site Manager
- ❑ DND Esq Site Manager
- ❑ DND Esq Deputy Manager
- ❑ CCG Esq Site Manager
- ❑ Yukon Region Site Manager
- ❑ Courtenay Jail Manager

## ARTICLE 39 NEW WORK SITES VARIED INTO THE BARGAINING UNIT

### COLLECTIVE AGREEMENT SHALL APPLY

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

## ARTICLE 40 CLOTHING

40.01 When a Commissionaire is assigned to a work site that is deemed by WorkSafe BC or the Yukon Workers' Compensation Health and Safety Board that it is a construction zone or other designated sites requiring safety foot wear, **or other safety items** the **Employee may elect one of the two following options:**

- a. The Commissionaire shall purchase a pair of safety footwear for use of employment with the employer only;
- b. The Commissionaire, upon the submission of the original receipt to the Divisional Office, shall be reimbursed **one hundred and twenty-five (\$125.00) dollars** towards the cost of the safety footwear

or

- c. **The Commissionaire shall purchase safety items only for use during employment and the Division Office will reimburse up to a maximum of one hundred and twenty-five (\$125.00) dollars towards the cost of the safety item(s) upon presentation of the original receipt.**

40.02 The following clothing will be provided by the Employer:

Initial Issue

- **An employee may choose** one (1) jacket (3 in 1) either bomber or mid length Waterproof – Gore-Tex or equivalent
- 1 sweater
- 3 shirts – blue or dark blue – long or short sleeves as elected by the employee
- 2 pants
- 1 ball cap

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

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

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

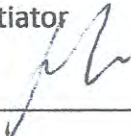
SIGNED AT VICTORIA THIS 11<sup>th</sup> DAY OF THE MONTH OF MAY 2020

On behalf of:

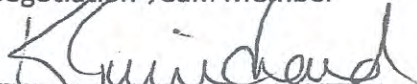
Canadian Corps of Commissionaires,  
Victoria, the Islands and Yukon Division



Craig Dubyk  
Chief Human Resources Officer  
Chief Negotiator

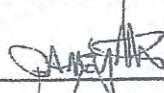


Ye Li  
Chief Financial Officer  
Negotiation Team Member

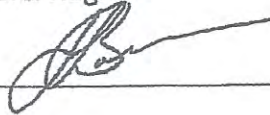


Keith Gulchard  
Quality Assurance Manager  
Negotiation Team Member

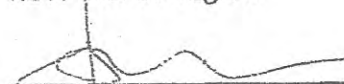
The Public Service Alliance  
of Canada Local 05/20500



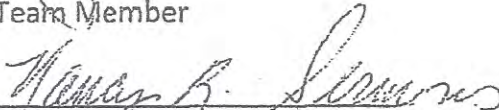
Jamey Mills  
REVP B.C. Region



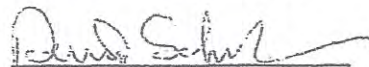
Jack Bourassa  
REVP North Region



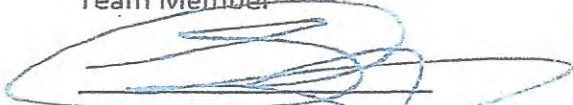
John Davies  
Team Member



Nancy Sermons  
President, Local 05/20500



David Schinbein  
Team Member



Erna Post  
PSAC Negotiator

**APPENDIX "A"  
RATES OF PAY**

**RATES OF PAY**

	Increase Effective 1-Apr-19	2019-20 Per Hour	Increase Effective 1-Jun-19 BC minimum wage increase	2019-20 Per Hour	Increase Effective 24-Nov-19	2019-20 Per Hour	Increase Effective 1-Apr-20	2020-21 Per Hour	Increase Effective 1-Apr-21	2021-22 Per Hour
<b>All Union Sites</b>	0.5	13.96	0.39	14.35	1.4	15.75	0.25	16	0.32	16.32
<b>NMSO</b>										
0,0	0.5	14.19	0.16	14.35	1.4	15.75	0.25	16	0.32	16.32
0,1	0.5	15.54	0	15.54	0.21	15.75	0.25	16	0.32	16.32
0,2	0.5	16.43	0	16.43	0	16.43	0.25	16.68	0.32	17
0,3	0.5	17.66	0	17.66	0	17.66	0.25	17.91	0.32	18.23
0,4	0.5	19.49	0	19.49	0	19.49	0.25	19.74	0.32	20.06
0,5	0.5	20.73	0	20.73	0	20.73	0.25	20.98	0.32	21.3
1	0.5	15.04	0	15.04	0.71	15.75	0.25	16	0.32	16.32
1,1	0.5	16.39	0	16.39	0	16.39	0.25	16.64	0.32	16.96
1,2	0.5	17.28	0	17.28	0	17.28	0.25	17.53	0.32	17.85
1,3	0.5	18.51	0	18.51	0	18.51	0.25	18.76	0.32	19.08
1,4	0.5	20.34	0	20.34	0	20.34	0.25	20.59	0.32	20.91
1,5	0.5	21.58	0	21.58	0	21.58	0.25	21.83	0.32	22.15
2,0	0.5	15.48	0	15.48	0.27	15.75	0.25	16	0.32	16.32
2,1	0.5	16.83	0	16.83	0	16.83	0.25	17.08	0.32	17.4
2,2	0.5	17.72	0	17.72	0	17.72	0.25	17.97	0.32	18.29
2,3	0.5	18.95	0	18.95	0	18.95	0.25	19.2	0.32	19.52
2,4	0.5	20.73	0	20.73	0	20.73	0.25	20.98	0.32	21.3
2,5	0.5	22.02	0	22.02	0	22.02	0.25	22.27	0.32	22.59
3,0	0.5	15.95	0	15.95	0	15.95	0.25	16.2	0.32	16.52
3,1	0.5	17.3	0	17.3	0	17.3	0.25	17.55	0.32	17.87
3,2	0.5	18.19	0	18.19	0	18.19	0.25	18.44	0.32	18.76
3,3	0.5	19.42	0	19.42	0	19.42	0.25	19.67	0.32	19.99
3,4	0.5	21.25	0	21.25	0	21.25	0.25	21.5	0.32	21.82
3,5	0.5	22.49	0	22.49	0	22.49	0.25	22.74	0.32	23.06
4,0	0.5	16.69	0	16.69	0	16.69	0.25	16.94	0.32	17.26
4,1	0.5	18.04	0	18.04	0	18.04	0.25	18.29	0.32	18.61
4,2	0.5	18.93	0	18.93	0	18.93	0.25	19.18	0.32	19.5
4,3	0.5	20.16	0	20.16	0	20.16	0.25	20.41	0.32	20.73

4,4	0.5	21.99	0	21.99	0	21.99	0.25	22.24	0.32	22.56
4,5	0.5	23.23	0	23.23	0	23.23	0.25	23.48	0.32	23.8
5,0	0.5	18.55	0	18.55	0	18.55	0.25	18.8	0.32	19.12
5,1	0.5	19.9	0	19.9	0	19.9	0.25	20.15	0.32	20.47
5,2	0.5	20.79	0	20.79	0	20.79	0.25	21.04	0.32	21.36
5,3	0.5	22.02	0	22.02	0	22.02	0.25	22.27	0.32	22.59
5,4	0.5	23.85	0	23.85	0	23.85	0.25	24.1	0.32	24.42
5,5	0.5	25.09	0	25.09	0	25.09	0.25	25.34	0.32	25.66
6,0	0.5	19.46	0	19.46	0	19.46	0.25	19.71	0.32	20.03
6,1	0.5	20.81	0	20.81	0	20.81	0.25	21.06	0.32	21.38
6,2	0.5	21.7	0	21.7	0	21.7	0.25	21.95	0.32	22.27
6,3	0.5	22.93	0	22.93	0	22.93	0.25	23.18	0.32	23.5
6,4	0.5	24.76	0	24.76	0	24.76	0.25	25.01	0.32	25.33
6,5	0.5	26	0	26	0	26	0.25	26.25	0.32	26.57
7,0	0.5	20.27	0	20.27	0	20.27	0.25	20.52	0.32	20.84
7,1	0.5	21.62	0	21.62	0	21.62	0.25	21.87	0.32	22.19
7,2	0.5	22.51	0	22.51	0	22.51	0.25	22.76	0.32	23.08
7,3	0.5	23.74	0	23.74	0	23.74	0.25	23.99	0.32	24.31
7,4	0.5	25.57	0	25.57	0	25.57	0.25	25.82	0.32	26.14
7,5	0.5	26.81	0	26.81	0	26.81	0.25	27.06	0.32	27.38
8,0	0.5	21.83	0	21.83	0	21.83	0.25	22.08	0.32	22.4
8,1	0.5	23.18	0	23.18	0	23.18	0.25	23.43	0.32	23.75
8,2	0.5	24.07	0	24.07	0	24.07	0.25	24.32	0.32	24.64
8,3	0.5	25.3	0	25.3	0	25.3	0.25	25.55	0.32	25.87
8,4	0.5	27.13	0	27.13	0	27.13	0.25	27.38	0.32	27.7
8,5	0.5	28.37	0	28.37	0	28.37	0.25	28.62	0.32	28.94
<b>NMSO Yukon</b>										
1Y	0.5	21.31	0	21.31	0	21.31	0.25	21.56	0.32	21.88
2Y	0.5	21.76	0	21.76	0	21.76	0.25	22.01	0.32	22.33
3Y	0.5	22.26	0	22.26	0	22.26	0.25	22.51	0.32	22.83

**Union Sites that are the exception**

<b>CRA</b>															
3,0		0.5	15.95		0	15.95		0	15.95		0.25	16.2		0.32	16.52

<b>Seaspan</b>															
A1		0.5	13.96		0.39	14.35		1.65	16		0.25	16.25		0.32	16.57

<b>Comox Guards</b>															
A2		0.5	19.38		0	19.38		0	19.38		0.25	19.63		0.32	19.95
A6		0.5	21.43		0	21.43		0	21.43		0.25	21.68		0.32	22

<b>Mobile</b>															
A1		0.5	14.96		0	14.96		0.79	15.75		0.25	16		0.32	16.32
A2		0.5	15.32		0	15.32		0.43	15.75		0.25	16		0.32	16.32
A3		0.5	15.76		0	15.76		0	15.76		0.25	16.01		0.32	16.33

Nanaimo Airport	Increase Effective	2019-20	Increase Effective	2019-20	Increase Effective	2019-20	Increase Effective	2019-20	Increase Effective	2020-21	Increase Effective	2021-22
	01-Apr-19		01-Jun-19		24-Nov-19		16-Feb-20		01-Apr-20		01-Apr-21	
		Per Hour	BC minimum wage increase	Per Hour		Per Hour		Per Hour		Per Hour		Per Hour
A1	0.5	13.96	0.39	14.35	1.4	15.75	0.5	16.25	0.25	16.5	0.32	16.82
B1	0.5	15	0	15	0.75	15.75	1.75	17.5	0.25	17.75	0.32	18.07

## **APPENDIX "B"**

### **LABOUR BOARD CERTIFICATE**

Base Commissionaires employed by the Canadian Corps of Commissionaires (Victoria, the Islands and Yukon) employed at and from

All Greater Victoria A List / Spare Board Commissionaires as parking by/law, security, and jailers;

B.C. Western Stevedoring-Vehicle Processing Centre

60 Port Drive, Nanaimo B.C.;

BC Ferries Incorporated security officers at Departure Bay Terminal

680 Trans Canada Highway, Nanaimo B.C.;

BC Ministry of Agriculture Food & Fisheries

Canada Customs & Revenue Agency;

Canadian Coast Guard

25 Huron Street, Victoria B.C.;

Canadian Forces Base Esquimalt including (Workpoint Barracks, Bay Street Armouries, Ashton Armouries)

443 Maritime Helicopter Squadron);

Canada Forces Recruiting Centre Pacific

827 Fort Street, Victoria;

Child Care Subsidy Centre, Ministry of Children & Family Development

3962 Borden Street, Victoria B.C.;

City of Duncan;

CIVI Television;

Colwood DND;

Comox Valley RCMP Detachment,

800 Ryan Road, Courtenay;

Cowichan Valley Motorcycle Association, Cobble Hill

c/o 4718 Dons Road, Duncan B.C.;

Crofton (Catalyst Paper);

Dominion Astrophysical Observatory

5071 West Saanich Road, Victoria BC;

DP World/Duke Point;

Fleet Maintenance Facility 'FMF'

Government House  
1401 Rockland Avenue, Victoria B.C.;

Harmac Pacific East R1  
HMCS Malahat Reserve Base;

Island Terminal/Mosaic/Harmac West  
Ladysmith dry land sort  
100 Ludlow Road, Ladysmith B.C.;

Lake Cowichan RCMP  
70 Stanley Road, Lake Cowichan;

Ministry of Health  
1483 Douglas Street;

Mobile/alarm response except employees at City of Victoria parkades  
928 Cloverdale Avenue, Victoria B.C.;

Municipality of Oak Bay;

Municipality of Saanich;

Nanaimo Airport YDC, Nanaimo Airport Commission  
3350 Spitfire Road, Cassidy BC;

Nanaimo Assembly Wharf  
(NDOC, Gate 10A and Gate 10B, and PAX Terminal);

Pacific Forest Centre  
506 West Burnside Road, Victoria;

Provincial Archives;

RCMP Sub Division  
2881 Nanaimo Street, Victoria;

Regent Hotel  
1234 Wharf Street, Victoria B.C.;

Rocky Point Ammunition Depot;

Royal Bank of Canada parking in Duncan  
395 Trunk Road, Duncan B.C.;

Seaspan-Victoria Shipyards  
825 Admirals Road, Victoria;

Seaspan Ferries Corporation-Swartz Bay Terminal



2208 Dolphin Road, Swartz Bay, B.C.;

Service Canada-Passport  
450-1150 Douglas Street, Victoria;

The Royal B.C. Museum;

The Yukon Detachment as security;

Town of View Royal, parking and bylaw enforcement  
45 View Royal Avenue, Victoria B.C.;

United Greeneries  
5250 Mission Road, Duncan B.C.;

Vancouver Island Health Authority 'VIHA'  
941 Pandora Street, Victoria B.C.;

Victoria Esquimalt Graving Dock;

West Coast Depot  
Building 305, D Jetty, Colwood B.C.;

WFP – Cowichan Bay Sawmill  
1291 Tzouhalem Road, Cowichan Bay;

WFP- Duke Point Mill  
500 Duke Point Highway, Nanaimo, B.C.;

WFP – Saltair Saw Mill  
Foot of Raven Road, Ladysmith;

Western Forest Products (WFP) – Value Added Division  
9469 Trans-Canada Highway, Chemainus;

except those excluded by the Code, employed by

Canadian Corps of Commissionaires (Victoria, The Islands and Yukon) 928  
Cloverdale Ave  
Victoria BC V8X 2T3

LETTER OF UNDERSTANDING #1

Between

PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 05/20500

And

CORPS OF COMMISSIONAIRES (VICTORIA, THE ISLANDS AND YUKON)

RE: LOCAL BENEFITS COMMITTEE

During the negotiations between the Corps and PSAC during the 2019 round of negotiations, the parties acknowledge the mutual benefits to be derived from a joint approach to cost effective health plan alternatives for full and part-time employees.

The parties agree to the following:

Local Benefits Committee

The Local Benefits Committee comprised of two (2) Union representatives from PSAC and two (2) management representatives from the Corps shall meet within sixty (60) days of ratification to:

- Review the benefits currently in place, including thresholds against best practices to improve the current benefits.

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

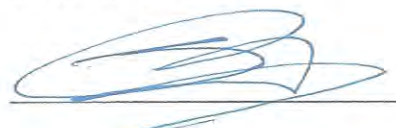
In the event that benefit improvements are agreed to nationally or locally prior to the expiry of the current Collective Agreement, upon mutual agreement, the parties will reopen the Collective Agreement and implement agreed to changes.

Signed this day *May 15, 2020* in Victoria BC

On behalf of Commissionaires



On behalf of PSAC



LETTER OF UNDERSTANDING #2

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 05/20500

AND

CORPS OF COMMISSIONAIRES (VICTORIA, THE ISLANDS AND YUKON)

RE: CLASSIFICATION REVIEW

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

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

- a. A by job site Post Orders review to ensure the client post orders remain current and relevant.
- b. In the event a National Classification review project is commenced, support the work of the project.
- c. A review of the National Standards on Mental Health in the Workplace and develop a wellness information and training package.

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

The committees shall complete their reviews with recommendations to the Chief Executive Officer with a copy to PSAC no later than June 30, 2021.

Signed this day <sup>2020</sup> May 11, in Victoria BC

On behalf of Commissionaires



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On behalf of PSAC



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LETTER OF UNDERSTANDING #3

BETWEEN THE

PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 05/20500

AND THE

CORPS OF COMMISSIONAIRES (VICTORIA, THE ISLANDS AND YUKON)


RE: NMSO

The parties agree to the following:

1. This letter of understanding forms part of the collective agreement;
2. The provisions of the National Master Standing Order (NMSO) as revised from time to time covering Section 13.2 - Minimum Shift Requirements (Reporting Pay) and Section 13.4 - Callback/Scheduled or Unscheduled shall form part of the collective agreement;
3. The provisions of Section 13.3 - Standby Requirements shall apply to all employees covered by the NMSO. In the event a client not covered by the NMSO requires an employee to be on stand-by, the provisions of Section 13.3 - Standby Requirements shall apply.

Signed this day May 11, 2020 in Victoria BC

On behalf of Commissionaires

  
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On behalf of PSAC

  
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LETTER OF UNDERSTANDING #4

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 05/20500

AND

COMMISSIONAIRES (VICTORIA, THE ISLANDS AND YUKON)

**RE: WAGE SUPPLEMENT**

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

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


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

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

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

Signed this day <sup>2020</sup> May 11, in Victoria, BC

On behalf of Commissionaires



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On behalf of PSAC



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LETTER OF UNDERSTANDING #5

Between

PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 05/20500

And

CORPS OF COMMISSIONAIRES (VICTORIA, THE ISLANDS AND YUKON)

RE: PAY ADMINISTRATION

The parties agree that within ninety (90) days of ratification of this Agreement the Joint Union Management Committee will meet to discuss possible improvements to the information contained on pay stubs and the administration of paycheques and T4's.

Signed this day *May 11, 2020* in Victoria BC

On behalf of Commissionaires



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On behalf of PSAC



LETTER OF UNDERSTANDING #6

Between

PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 05/20500

And

CORPS OF COMMISSIONAIRES (VICTORIA, THE ISLANDS AND YUKON)

RE: STANDBY & CALL OUTS (TRIAL PROJECT)

The Joint Management Union Committee (JUMC) will meet at the start of the trial to determine the process.

1. The Employer agrees to undertake a trial initiative on a call out/standby process to investigate if a method can be found to improve the provision of services to clients.
2. The trial period will be run from a to be determined date by the JUMC for a period of up to six months;
3. Committee will meet again at the three-month point to review the trial and determine what if any changes need to be made;
4. At the end of the trial, the Committee will meet to determine the success or failure of the trial;
5. A select number of priority clients will be selected for the trial;
6. A compensation package will be determined at the initial meeting. The package might consist of one (1) hours pay commensurate to the site and rate of pay in question for every eight (8) consecutive hours or portion that the employee is on standby or the appropriate rate for days of rest or statutory holidays or other compensation as determined by the committee;
7. Review allowances for uniquely qualified or specialty positions as jointly agreed.

Signed this day <sup>May 11, 2020</sup> in Victoria, BC

On behalf of Commissionaires



On behalf of PSAC

