

COLLECTIVE AGREEMENT

BETWEEN

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

AND

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

February 7, 2016 to February 6, 2021

Expiry date February 6, 2021

13493 (04)

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

Table of Contents

ARTICLE	SUBJECT	PAGE
ARTICLE 1	PURPOSE AND SCOPE OF THE COLLECTIVE AGREEMENT	4
ARTICLE 2	DEFINITIONS	4
ARTICLE 3	MANAGEMENT RIGHTS.....	7
ARTICLE 4	RECOGNITION AND BARGAINING UNIT WORK.....	7
ARTICLE 5	UNION REPRESENTATIVES	8
ARTICLE 6	USE OF EMPLOYER FACILITIES	8
ARTICLE 7	EMPLOYEE ORIENTATION	8
ARTICLE 8	CHECK-OFF	9
ARTICLE 9	INFORMATION.....	9
ARTICLE 10	STRIKES AND LOCKOUTS.....	10
ARTICLE 11	NO DISCRIMINATION	10
ARTICLE 12	NO SEXUAL/PERSONAL HARASSMENT	10
ARTICLE 13	POLITICAL RIGHTS	11
ARTICLE 14	DESIGNATED PAID HOLIDAYS.....	11
ARTICLE 15	VACATION LEAVE	12
ARTICLE 16	LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS.....	14
ARTICLE 17	OTHER LEAVE WITH OR WITHOUT PAY	15
ARTICLE 18	SICK LEAVE	18
ARTICLE 19	JOB SECURITY	19
ARTICLE 20	SEVERANCE PAY, LAYOFF AND RECALL.....	19
ARTICLE 21	SENIORITY	20

ARTICLE 22	EMPLOYEE REVIEW AND EMPLOYEE FILES.....	22
ARTICLE 23	PAY ADMINISTRATION	22
ARTICLE 24	TRAVEL TIME, SCHEDULING AND EXPENSES.....	23
ARTICLE 25	SUSPENSION AND DISCIPLINE.....	24
ARTICLE 26	HEALTH AND SAFETY.....	25
ARTICLE 27	STAFFING PROCEDURE	26
ARTICLE 28	GRIEVANCE PROCEDURE	28
ARTICLE 29	HOURS OF WORK, INCLUDING REST PERIODS, & MEAL PERIODS.....	31
ARTICLE 30	OVERTIME.....	32
ARTICLE 31	REPORTING, CALL-BACK AND STANDBY PAY.....	33
ARTICLE 32	BENEFITS.....	34
ARTICLE 33	TECHNOLOGICAL CHANGE	35
ARTICLE 34	JOINT-UNION MANAGEMENT CONSULTATION COMMITTEE.....	35
ARTICLE 35	POSITION CLASSIFICATION SYSTEM.....	36
ARTICLE 36	AGREEMENT REOPENER.....	37
ARTICLE 37	JOB DESCRIPTIONS.....	37
ARTICLE 38	CLOTHING.....	37
ARTICLE 39	MISCELLANEOUS.....	37
ARTICLE 40	DURATION.....	39

APPENDICES

APPENDIX A	WAGES.....	40
------------	------------	----

ARTICLE 1 - PURPOSE AND SCOPE OF THE COLLECTIVE AGREEMENT

- 1.01 The purpose of this Agreement is to establish harmonious and mutually beneficial relationships between Commissionaires Ottawa, the Alliance and the employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02 The provisions of this Agreement apply to the Union, employees and the Employer.

ARTICLE 2 - DEFINITIONS

Alliance	means the Public Service Alliance of Canada
Bargaining Unit	means the Employees of Commissionaires Ottawa in the group described in Article 4.01.
Billing Rate	means the total hourly rate charged to a client to recover the cost of wages, benefits and general company overhead. Any contract specific overhead costs that may be included in the charges to the client are not included in the definition of billing rate.
Classification	means the pay rate or pay level applicable to a position with a client of the company.
Commissionaire	Commissionaire means the same as security guard, holding a valid Ontario Security Guard license required to perform his or her duties.
Common-law spouse	A common-law spouse relationship exists when, for a continuous period of at least one (1) year, an Employee has lived with a person, publicly represented that person to be his/her spouse, and continues to live with the person as if that person were his/her spouse.
Continuous Employment	means employment in the bargaining unit without having a break in employment, except where such a break is authorized in the collective agreement.
Day	A day is twenty-four (24) hour period that begins at 00:01 and ends at 23:59.
DAY OF REST	In relation to employees who have regularly scheduled shifts, this means a day other than a holiday, on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave or absent from duty without permission.

In relation to an employee who does not have regularly scheduled shifts or who work on the Spares Board, this means the first day other than a holiday after the completion of a minimum of four (4) consecutive shifts totaling forty (40) hours or more, on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave or absent from duty without permission.

If an employee works a shift that straddles midnight, his day of rest begins at 00:01 hrs on the first full day on which no work is scheduled”

Division	means the Canadian Corps of Commissionaires (Ottawa Division).
Employee	means a person who is a member of the bargaining unit specified in Article 4.01.
Employer	means the Canadian Corps of Commissionaires (Ottawa Division), also known as Commissionaires Ottawa or the “Division”.
Fiscal Year	means the period between 01 April and 31 March of the following year.
Full-Time Employee	A full-time employee is one who works twenty-four (24) or more hours on average per week.
Holiday means:	<ul style="list-style-type: none">(a) the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement;(b) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked<ul style="list-style-type: none">(i) on the day it commenced where half (1/2) or more of the hours worked fall on that day, or(ii) on the day it terminates where more than half (1/2) of the hours worked fall on that day,(iii) if the shift straddles two days, and the number of hours worked on each day are equal, the shift will be determined to have been worked on the day on which the shift began.
Hourly rate of pay	means the hourly rate of pay established for the contract for which the duties are performed.
Lay-off	means the temporary cessation of employment or termination of employment due to lack of work or the discontinuance of a function.

Leave	means authorized absence from duty by an employee during his or her regular or normal hours of work.
Membership dues	means the dues established pursuant to the constitution of the Alliance as the dues payable by its member as a consequence of their membership in the Alliance, and shall not include any initiation fee or insurance premium.
National Master Standing Offer means:	the legal contract with the federal government and the Canadian Corps of Commissionaires
Part-Time Employee	A part-time employee is one who works less than twenty-four (24) hours on average per week
Post	means a place of work that can include, when the subject of a single contract, many buildings or worksites belonging to the same client. The term post also applies to the same meaning as site.
Premium Pay	means the premium rate of pay established in accordance with the Employment Standards Act of Ontario and paid under Article 14.03 for working on a designated holiday.
Public Holiday Pay	means an Employee's entitlement with respect to the Public Holidays listed in Article 14 of this agreement and calculated in accordance with the Employment Standards Act of Ontario.
Regular Employee	means an Employee assigned to a regular position as opposed to an Employee working from the Spares Board.
Regular rate of pay	means the rate of pay established to be paid for the job being performed and will be as detailed in Appendix A.
Section	means a post or group of posts within a defined geographical region.
Sick Leave Credits	means money set aside by the Employer in an Employee's sick pay account (or bank), to be paid at a later date in accordance with Article 18.
Spare	means an employee who is assigned work from the spares list and who may be assigned on a regular basis to a specific post.
Spouse	will, when required, be interpreted to include "common-law spouse".
Time and one-half	means one and one-half (1 ½) times the Employee's hourly rate of pay.

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

Week A week is a seven (7) day period that begins on Sunday at 00:01 and ends Saturday at 23:59.

2.02 "Where the masculine form of the language is used, the feminine is also implied, and vice versa."

ARTICLE 3 - ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Except to the extent provided herein, this Agreement in no way restricts the authority of the Employer to manage all aspects of the business.

3.02 Without restricting the intent of the foregoing, the Union recognizes that the Company has the right to:

- a. Maintain order, discipline and efficiency of its employees by:
 - i. Hiring, classifying, transferring, laying off and promoting, employees.
 - ii. Putting into effect rules on safety and discipline as described in the Employer's policies and procedures, subject to the grievance and arbitration procedures.
 - iii. Imposing disciplinary actions, including suspension and dismissal, and demoting of employees for just and sufficient cause.
 - iv. Evaluating employees' competence, knowledge, efficiency and abilities in accordance with the Employer's policies and procedures, subject to the grievance and arbitration procedures.
- b. Without restricting the general intent of the preceding, manage and operate the Company, determine the type of operations, the terms and conditions of execution, the work schedule, and decide on expansion, limitation or ceasing of operations.

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

ARTICLE 4 - RECOGNITION AND BARGAINING UNIT WORK

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

"All Commissionaires of the Canadian Corps of Commissionaires (Ottawa Division) in the District of Sudbury and the District of Témiscaming save and accept Post Supervisors and persons above the rank of Post Supervisor." Given at Toronto on February 7, 2002.

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

ARTICLE 5 - UNION REPRESENTATIVES

- 5.01 The company acknowledges the right of the Union to appoint or otherwise select employees as representatives.
- 5.02 The Union shall notify the company in writing of the name and jurisdiction of its representatives.
- 5.03 A local Union representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate employee complaints, or process a grievance or undertake any other Union business during working hours. In order to obtain the Client's permission for the reduced manning following such an absence, the request shall include the expected length of time the representatives will be absent from work. Such permission will not be unreasonably withheld. Where practical, the representative shall report back to his/her supervisor before resuming his/her normal duties.
- 5.04 The Employer shall ensure that new employees are introduced to a representative of the Union within a month of their start date.
- 5.05 Where practical, when the Employer requests the presence of a Union representative at a meeting, such request will be communicated to the employee's supervisor.

ARTICLE 6 - USE OF EMPLOYER FACILITIES

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

ARTICLE 7 - EMPLOYEE ORIENTATION

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

ARTICLE 8 - CHECK-OFF

- 8.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the membership dues from the pay of all employees in the bargaining unit. All employees shall, as a condition of their continued employment, become and remain members in good standing of the Union. Such membership shall begin upon the initial date of employment.
- 8.02 For the purpose of applying this Article, deductions from pay for each employee will start with the first payday on which the employee has earnings.
- 8.03 The Union shall inform the Employer in writing of the percentage of gross wages to be checked off for each employee.
- 8.04 The amounts deducted in accordance with Clause 8.01 shall be remitted by the fifteenth (15th) of the month following the deduction month to the attention of "The Supervisor, Membership Section, Public Service Alliance of Canada". The cheque should be made payable to "The Public Service Alliance of Canada", and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf. The total of the individual deductions must equal the amount of the cheque.
- 8.05 No employee organization, other than the Union, shall be permitted to have membership dues and other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 8.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.
- 8.07 The Employer shall provide the local Union President, on an annual basis, a complete list of all persons employed by the company, in the District of Sudbury and the District of Témiscaming. This list shall indicate who is included and who is excluded from Check-off.

ARTICLE 9 - INFORMATION

- 9.01 The Employer shall provide the Local, within a period of fifteen (15) days, with the names, classification and work location of newly appointed employees.
- 9.02 The Employer agrees to supply each employee with a copy of the Collective Agreement. The parties agree to share equally, the cost of printing the collective agreement.
- 9.03 The Employer agrees to provide to the President of the Local Union of PSAC a copy of the Employer's current organization chart for the District of Sudbury and the District of Témiscaming and as amended from time to time.

- 9.04 a. The Employer shall make available to the President of the Local Union electronic access to the Commissionaires Ottawa Policies and Procedures (COPP) and will provide an affidavit attesting to the National Master Standing Offer rate increases for the current year as existing at the signing of this collective agreement and as amended from time to time.
- b. The Employer shall allow the PSAC Representative access to all copies of contracts for service provided by members of the bargaining unit. When required for negotiations, a synopsis of the contracts and copies of pertinent areas shall be provided to the PSAC Representative. The Union agrees to sign a non-disclosure document relative to information provided.

ARTICLE 10 - STRIKES AND LOCKOUTS

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

ARTICLE 11 - NO DISCRIMINATION

- 11.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to any employee by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, a conviction for which a pardon has been granted, or membership or activity in the Union.

ARTICLE 12 - NO SEXUAL/PERSONAL HARASSMENT

- 12.01 The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment and the Employer undertakes to ensure that sexual and personal harassment will not be tolerated in the workplace.
- 12.02 Any employee who feels that he or she has been the subject of sexual or personal harassment shall follow the process set out in the company's COPP#14, in order to seek resolution to that harassment. The employee will be entitled to Union representation at all stages of the process.

- 12.03 Where the nature of the complaint is such that the employee does not feel that an internal investigation as per the policy in COPP#14 will resolve the issue, then an external investigator shall be appointed.
- 12.04 If the employee's complaint is not satisfactorily resolved, the employee may submit a grievance in accordance with Step Two of the grievance procedure.

ARTICLE 13 - POLITICAL RIGHTS

- 13.01 The Employer shall place no restriction on the rights of employees to participate in the political process including the right to run for an office or campaign for the candidate(s) of their choice.
- 13.02 If an employee is elected to a political office, they shall be entitled to a leave of absence without pay or benefits for a period coinciding with their first term of office. Upon completion of their first term of office, the employee will be returned to the first available position on the Spares Board in the Sudbury/Kirkland Lake district.
- 13.03 If an employee is elected for a second consecutive term of office, management has the discretion to extend or not extend his or her leave of absence.

ARTICLE 14 - DESIGNATED PAID HOLIDAYS

- 14.01 The following shall be paid holidays:
- a. New Year's Day
 - b. Good Friday
 - c. Victoria Day
 - d. Canada Day
 - e. Labour Day
 - f. Thanksgiving Day
 - g. Remembrance Day
 - h. Christmas Day
 - i. Boxing Day
 - j. Family Day
 - k. Any other day prescribed as a paid public holiday by the Employment Standards Act of Ontario or any special day decreed as a paid public holiday on a one-time basis by the Parliament of Canada.
- 14.02 An employee who works both his or her scheduled full working day immediately preceding and following a designated holiday as defined in Article 14.01, shall be paid public holiday pay for the designated holiday in accordance with the terms and conditions of the Employment Standard's Act of Ontario.
- 14.03 An employee who works on a designated holiday shall be paid, in addition to the public holiday pay he or she is entitled to receive under Article 14.02, premium pay of time and one-half (1 1/2) for all hours worked on the designated holiday.

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

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

ARTICLE 15 - VACATION LEAVE

15.01 A vacation year shall be from May 1st to April 30th of the following calendar year, inclusive.

15.02 Every employee is entitled to two weeks vacation time off during a vacation year. Employees with more than five years of continuous employment are entitled to three weeks vacation time off. All leave must be scheduled in accordance with Article 15.06.

15.03 Employees shall receive vacation pay credits as follows:

- a. For employees with less than five years of continuous service, vacation pay credits are earned at the rate of four percent (4%) of wages earned excluding vacation pay, but including regular wages, overtime, sick pay, statutory holiday pay and statutory holiday premiums.
- b. For employees with more than five years and less than ten years of continuous service, vacation pay credits are earned at the rate of six percent (6%) of wages earned excluding vacation pay, but including regular wages, overtime, sick pay, statutory holiday pay and statutory holiday premiums.
- c. For employees with ten or more years of continuous service, vacation pay credits are earned at the rate of seven percent (7%) of wages earned excluding vacation pay, but including regular wages, overtime, sick pay, statutory holiday pay and statutory holiday premiums.

15.04 To use vacation pay credits an employee must complete a vacation entitlement year.

15.05 Employees are entitled to the following:

- a. a one time cash-out of vacation pay credits per vacation year, paid upon the Employee's request,
- b. a mandatory payout of all unpaid vacation pay credits no later than at the end of the fiscal year following the vacation entitlement year, and
- c. subject to operational requirements, the right to draw vacation in single day increments, and if the Employee has sufficient vacation pay credits, to receive pay for

that vacation day on the normal payday for the period in which the vacation was taken.

Scheduling of Vacation Leave

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

ARTICLE 16 - LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

- 16.01 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or the Ontario Labour Relations Board.
- 16.02 The Employer will grant leave with pay to employee(s) who are meeting with management on behalf of the Union.
- 16.03 The Employer will grant leave with pay to an employee who is:
- a. party to the arbitration or a hearing before the Ontario Labour Relations Board;
 - b. the representative of an employee who is party to an arbitration.
- 16.04 The Employer will grant leave without pay to a reasonable number of employee(s) representing the Union before an Interest Arbitration Board, Conciliation Board or Alternative Dispute Resolution Process.
- 16.05 The Employer will grant leave with pay for up to three employees, to a maximum of 120 regular hours. Following the use of the 120 hours for contract negotiations, the Employer will grant leave without pay to employees for purposes of completing contract negotiations. For the purposes of this Article, all hours used beyond the 120 hours shall be paid by the Employer and the Employer shall invoice the Union for actual wages paid, plus 15 percent to cover employee benefits. The Union agrees to pay such invoice within forty-five (45) days of receipt of the invoice.
- 16.06 The Employer will grant leave without pay to employees selected as delegates to attend Executive Council meetings and conventions of the Union and the conventions of the Canadian Labour Congress and conventions of Provincial Federations of Labour.
- 16.07 Subject to operational requirements, the Employer will grant leave without pay to employees who exercise authority of a Representative on behalf of the Union to undertake training related to the duties of a representative.
- 16.08 Recognizing that circumstances may arise whereby an employee is required to perform administrative or executive duties on behalf of the Local, the Employer agrees, subject to operational requirements, to grant leave without pay.

- 16.09 a. An employee who has been elected or appointed to a full-time office of the Union, the Local or the Council shall be entitled to leave without pay for the period during which he/she is elected or appointed to hold office. Where allowed under the terms of insurance policies, the employee may continue to contribute to insurance related benefits during the above mentioned leave as though he/she was at work, providing that the employee pays both the employee and Employer contributions. An employee who returns to work with the Employer after a period of leave granted under this Article shall have the time spent on leave credited for purposes of seniority.
- b. Such an employee has the right to be returned to the first available position on the Spares Board in the Sudbury/Kirkland Lake District.
- c. If the employee was in a permanent position prior to taking leave without pay, that employee will comply with Article 16.09(b) until such time as a permanent position for which he or she is qualified becomes available. To be placed in a position under this clause, the employee must meet the qualifications of the position and the placement cannot be of a higher level than the position vacated by the employee.

ARTICLE 17 - OTHER LEAVE WITH OR WITHOUT PAY

- 17.01 Spousal Union Leave with Pay. An employee shall be granted two (2) days leave with pay for the purpose of declaring Spousal Union with another person in a public ceremony.
- 17.02 Emergency Leave for Family Related Responsibilities.
- a. For the purpose of this article, family is defined as:
- i. employee's spouse or same-sex partner;
 - ii. a parent, step-parent or foster parent of the employee or his/her spouse or same-sex partner;
 - iii. a child, step-child, or foster child of the employee or his/her spouse or same-sex partner;
 - iv. a grandparent, step-grandparent, grandchild, or step-grandchild of the employee or his/her spouse or same-sex partner;
 - v. the spouse, or same-sex partner of a child of the employee;
 - vi. the employee's brother or sister;
 - vii. a relative of the employee who is dependent on the employee for care or assistance; and
 - viii. Brother-in-law and sister-in-law.
- b. The Employer shall grant leave without pay for up to ten (10) days for the death, illness, injury, medical emergency or other urgent matter concerning a family member as described in Article 17.02(a).

- 17.03 Court Leave. The Employer shall grant leave with pay to an employee for the period of time required:
- a. for jury selection;
 - b. for jury duty to a maximum of ten (10) days;
 - c. for attendance as a subpoenaed witness providing the case is related to his/her duties as Commissionaire.

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

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

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

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

17.06 Bereavement Leave with Pay. Employees are entitled to up to three (3) days paid bereavement leave at their regular pay rate to compensate for wages lost as a result of activities relating to the death of a family member, as defined in 17.02 (a).

Where circumstances necessitate, the three (3) days need not be consecutive.

Employees assigned to the spares list will be deemed to have forfeited work for those days for which bereavement leave is requested. For each day requested, spares will be paid eight (8) hours wages at the regular pay rate for the last shift worked immediately prior to the requested bereavement leave.

The employee must provide proof of death and of the relationship being claimed.

- 17.07 Pregnancy Leave and Parental Leave Without Pay shall be provided in accordance with the Employment Standards Act of Ontario.
- a. Every employee who has completed thirteen weeks of continuous service with the Employer is entitled to and shall be granted a leave of absence from employment for the purpose of pregnancy and parental leave.
 - b. An employee who intends to take a leave of absence under this Article shall:
 - i. give at least two (2) weeks notice in writing to the Employer;
 - ii. inform the Employer in writing of the length of leave intended to be taken; and
 - iii. give the Employer in writing, at least two (2) weeks notice of any change in the intended start date, and at least four (4) weeks notice of any change in the intended end date for such leave.
 - c. Pregnancy Leave. A pregnant employee is entitled to and shall be granted Pregnancy Leave Without Pay before, on or after the termination date of the pregnancy and ending not later than seventeen (17) weeks after the termination date of her pregnancy. The Employer may require an employee to submit a medical certificate certifying pregnancy and expected due date.
 - d. An employee who has not commenced maternity leave without pay may elect to:
 - i. use earned vacation leave credits up to and beyond the date that her pregnancy terminates; and/or
 - ii. use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 18.
- 17.08 Parental Leave. Where an employee has or will have the actual care and custody of a new-born child (including an adopted child), that employee is entitled to and shall be granted an unpaid leave of absence from employment of up to thirty-seven (37) weeks within the fifty-two (52) week period beginning on the day the child is born or the day the child comes into the employee's care, except a birth mother who took pregnancy leave may take a maximum of thirty-five (35) weeks of parental leave.
- 17.09 Continuation of Benefits. While on approved leave with or without pay, an employee is entitled to continuation of existing benefits. For health and dental insurance, coverage will be maintained for a period of up to 120 days, on condition that the employee pays his/her portion of premiums. For basic life benefits, one hundred percent of Employer paid, the coverage period is up to one hundred and eighty days (180). However, an employee who exercises his/her entitlement to pregnancy and/or parental leave under Article 17.07 or Article 17.08 may, with payment of his/her portion of premiums, retain coverage for the full period of such leave.

In the event of medical leave, employees who are physically or mentally unable to work as a result of sickness or injury can have their Basic Life or Optional Life benefit coverage

extended beyond 180 days under the *Waiver of Premium provision* until they are able to return to work, provided that proof of *Total Disability* from their doctor has been received by the Employee Services Centre Benefits Administrator. For more information refer to COPP 10.

- 17.10 Leave Without Pay for Other Reasons. Subject to operational requirements, the Employer shall continue the present practice of allowing employees to take short periods of leave without pay. Employees agree to provide as much notice as possible when requesting this type of leave.
- 17.11 Military Duty or Training Leave. Employees, who are members of the Canadian Armed Forces, may be granted a maximum of 24 months leave without pay when they are required for an operational mission, military duty or training. The Employer will do everything possible to protect the individual's job or to provide a similar job on the employee's return to work.

ARTICLE 18 - SICK LEAVE

- 18.01 An employee shall earn sick leave credits based on 3% of their earned wages.
- 18.02 Subject to having accumulated sick leave credits, an Employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury.
- 18.03 Sick leave with pay will not be granted for periods of less than four (4) hours unless the number of hours on the shift missed due to injury or illness is less than four (4) hours. In that instance, sick leave with pay will be granted for the number of hours on the missed shift.
- 18.04 Unused sick leave credits can be accumulated from year to year or, once per year, an employee may elect to cash-in his or her sick leave credits. However, in no instance will an employee be allowed to deplete his or her credits to less than one hour.
- 18.05 Upon termination of employment, all earned but unused sick leave credits will be paid to the employee.
- 18.06 An employee who is not able to work for seven or more continuous days due to injury or illness will be placed on Medical Patients Holding List (MPHL) status for a maximum period of 120 days. While on MPHL status, the employee is entitled to:
- a. job protection and reassignment to his or her former position, if that position still exists on return to active employment, and
 - b. continuation of existing life, health and dental benefits in accordance with article 17.09.
- 18.07 An employee, who returns to work following a medical absence of more than 120 days will be re-employed on the Spares Board.

ARTICLE 19 - JOB SECURITY

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

ARTICLE 20 - SEVERANCE PAY, LAYOFF AND RECALL

- 20.01 When a contract is not renewed, or is reduced, or is cancelled, the Employer will attempt to find suitable alternate employment for employees who are displaced.
- 20.02 The Employer agrees to keep the Union informed of reductions and/or cancellations affecting contracts and will, if requested, provide written confirmation within one week of receiving formal notification from a client of intent to reduce or cancel a contract.
- 20.03 Once the extent of any reduction to a contract is determined, the Employer, in consultation with the Union, will seek alternate employment pursuant to the reemployment plan as described in article 20.04.
- 20.04 The re-employment plan may include any or a combination of the following options:
- a. Transfer of an employee to a vacant position at a rate of pay no higher than the employee's current position.
 - b. Redistribution of the remaining hours at a site among employees at that site.
 - c. Transfer of an employee to the Spares Board with priority for assignment to a future position for which the employee is suitable.
- 20.05 In developing the re-employment plan, the Employer will respect the following:
- a. employees with the most seniority will be considered first for placement.
 - b. employees on other contracts will not be displaced, and employees will only be offered alternate employment in positions for which they are suitable.
- 20.06 If the Employer is not able to provide suitable alternate employment, the Employer will provide as much written notice as possible to the employee. The employee must then elect one of the following options:

- a. Temporary lay-off for a period of up to one year, with the right of recall.
 - b. Termination of employment due to "loss of contract".
- 20.07 Employees selecting temporary lay-off in accordance with Article 20.06(a), who are not recalled by the end of the one year period, will have their employment terminated and will be paid termination payments in accordance with the Employment Standards Act of Ontario.
- 20.08 Employees, who accept immediate termination in accordance with Article 20.06(b), will receive termination benefits in accordance with the Employment Standards Act of Ontario.
- 20.09 If an employee refuses two reasonable offers of alternate employment, that employee's employment will be terminated and no termination benefits will be payable. The local Union will be notified when a second job offer has been presented.

ARTICLE 21 - SENIORITY

- 21.01 Seniority shall be governed by the following principles:
- a. Only employees in the bargaining unit who work at bargaining unit work shall be credited with seniority
 - b. Henceforth all employees who work 800 hours in a calendar year shall be credited with one year of seniority. Employees who work fewer than 800 hours in a calendar year shall be credited with a partial year of seniority, prorated on the basis of hours worked. No individual can accumulate more than one year of seniority in any calendar year.
- 21.02 When two (2) or more employees have identical seniority, their relative seniority shall be determined by their most recent date of hiring. If a tie still exists, it will be broken by placing their names in a hat and by having an independent third party conduct a draw.
- 21.03 The seniority list as determined by the above process, consisting of the name, the amount of seniority, and the employee's Taken On Strength (TOS) date shall be maintained and revised once each year during the month of January and based on service up to the end of December of the previous year. The list will be posted on Post bulletin boards by the Employer, and a copy will be forwarded to the President of the Local Union. As well, the list shall be mailed to each member of the bargaining unit once each year, in late January.
- 21.04 An employee who feels that he/she is improperly placed on a seniority list shall have thirty (30) days from the posting date to file a grievance in accordance with the grievance procedure in this agreement.
- 21.05 a. Employees permanently appointed to a position outside the bargaining unit shall retain their accrued seniority, but shall not accumulate further seniority unless they return to the bargaining unit.

- b. Employees temporarily appointed or on an acting assignment outside the bargaining unit shall retain and accumulate seniority, for a period not to exceed ninety (90) days. Thereafter no further seniority shall accrue unless they return to the bargaining unit.
 - c. No employees shall be transferred without his or her permission to a position nor required to perform any work outside their bargaining unit.
- 21.06 An employee who resigns his/her position and within sixty (60) days is re-employed within the bargaining unit shall retain all previous rights in relation to seniority contained in this Agreement. Except where prohibited by a contract with an insurance company, all previous rights contained in the collective agreement shall continue as if no break in service occurred.
- 21.07 An employee whose employment is terminated while employed in this bargaining unit and who is subsequently re-employed shall be credited with previous seniority in the bargaining unit.
- 21.08 Seniority for employees who perform duties which are paid based on piece work such as Lifeline installations shall be determined by dividing the amount of pay received for the duty by the normal hourly rate for the employee's regular position.
- 21.09 Loss of Seniority. All employees shall lose all seniority in the following circumstances:
- a. on resignation,
 - b. if discharged and not reinstated through the grievance/arbitration procedure,
 - c. if laid off for 24 months or longer, or
 - d. if the employee has refused to work a shift in six consecutive months unless on an approved leave of absence for that period.
- 21.10 Probationary period. An Employee shall be considered as a probationary employee until he/she has attained seniority status by being employed by Commissionaires Ottawa a total of ninety (90) calendar days from the date of hire.

ARTICLE 22 - EMPLOYEE REVIEW AND EMPLOYEE FILES

- 22.01 When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- 22.02 The Employer's representative(s) who assess an employee's performance must have observed the employee's performance for a period of at least three months.
- 22.03 The purpose of the formal assessment is to measure an employee's work performance, to assess strengths and weaknesses, and to provide guidance to the employee in cases where he or she is assessed as requiring improvement. In no case will the evaluation document be used to discipline employees.
- 22.04 An employee has the right to make written comments to be attached to the performance review form.
- 22.05 Once each calendar year, on the request of an employee, the personnel file, or specified documents from the file, shall be made available for his or her examination in the presence of an authorized representative of the Employer. The Employer will have up to thirty days to respond to request.
- 22.06 All documentation related to allegations of employee misconduct that is subsequently deemed unfounded will be held in a separate file.
- 22.07 The Employer shall maintain one (1) personnel file for each employee. There shall be no disciplinary report placed on that file unless a copy of the report has been given to the employee in accordance with Article 26.

ARTICLE 23 - PAY ADMINISTRATION

- 23.01 Employees shall be paid on a bi-weekly basis at the rate of pay to which he or she is entitled.
- 23.02 An employee shall be paid the hourly rate prescribed for the position(s) at which he or she is employed.
- 23.03 Rates of pay shall be in accordance with Appendix "A" attached hereto.

- 23.04 The Employer may appoint an employee to a position outside the bargaining unit on an acting basis for a period of up to one (1) year, during which time the employee may be returned by the Employer to his or her former position at the rate of pay to which he or she would have otherwise been entitled within the bargaining unit. The acting appointment may be extended beyond one (1) year to accommodate a temporary vacancy.
- 23.05 When an employee is required by the Employer to perform duties of a position with a higher rate of pay in an acting capacity, the employee shall be paid acting pay beginning from the first hour at which he or she commenced to act. Although rates of pay will usually be at the same rate as the person replaced, when the full duties of the position are not performed, the rate of pay will be at the level negotiated with the Employer's client.
- 23.06 When informed of pay errors or shortfalls in pay by the employee, the Employer will investigate the matter without delay and take restitution action if required. Verified pay shortfalls under \$50.00 will be paid on the next bi-weekly payday. Shortfalls greater than \$50.00 will be paid by cheque or direct deposit within two (2) working days of the complaint. If the authenticity of the complaint cannot be determined within this timeframe, the complainant will be given a status update.
- 23.07 When pay shortfalls occur that have been caused by errors or omissions of the Employer, the Employer will reimburse the employee for any out-of-pocket costs for the resulting bank or other financial fees to a maximum of \$50.00 upon production of receipts.

ARTICLE 24 - TRAVEL TIME, SCHEDULING AND EXPENSES

- 24.01 Employees traveling for the purpose of conducting business on behalf of the Employer will be reimbursed for expenses incurred.
- 24.02 Reimbursement for travel on behalf of the Employer will be not less than at rates established by the Company's Travel and Living Rates Policy dated April 1, 2002, as amended from time to time, and as appended to the Collective Agreement.
- 24.03 Reimbursement for travel on behalf of clients of the Employer will be reimbursed at rates negotiated in applicable contracts.
- 24.04 The Employer agrees to provide advances for an employee where the total anticipated cost exceeds one hundred dollars (\$100.00).

- 24.05 Time spent traveling on behalf of the Employer or a client will be treated as time worked. Travel to and from an employee's place of work are not considered as time worked. An employee's place of work is defined as within the Greater City of Sudbury or within Kirkland Lake as the situation dictates.
- 24.06 When an employee is required to travel on behalf of the Employer, the Employer, in consultation with the Employee will determine the most practical method of transportation to be used.
- 24.07 All travel expenses are to be treated as non taxable items in accordance with the Income Tax Act.

ARTICLE 25 - SUSPENSION AND DISCIPLINE

- 25.01 The Employer agrees that discipline should be progressive and corrective in nature and, depending upon the nature of the infraction, should normally commence with a verbal warning or counseling.
- 25.02 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 employee must be informed of their rights to Union representation and the implication of refusing.
- 25.03 a. When an employee is required to attend a meeting, the purpose of which is to conduct an investigation and the probable outcome of which will result in disciplinary action, the employee is entitled to have, at his/her request, a representative the Union attend the meeting. Where practical, the employee shall receive one (1) days notice of such a meeting. The employee will be advised the reasons for such a meeting.
- b. When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him/her, the employee is entitled to have, at his/her request, a representative of the Union attend the meeting. Where practical, the employee shall receive two (2) days notice of such a meeting. The employee will be advised the reasons for such a meeting.
- 25.04 No employee will be disciplined without just and reasonable cause. When an employee is suspended from duty, the Employer undertakes to notify the employee in writing, within one week, of the reason for such suspension.
- 25.05 Discipline, when imposed, shall be imposed in a timely manner. An employee shall be made aware of all disciplinary reports that have been placed on the employee's file. An employee shall receive a copy of any disciplinary report or written reprimand placed on the employee's file.

- 25.06 In cases of Reprimand, paid and unpaid suspension or dismissal, the Employer shall notify the Local President. At the employee's request a copy of the related written report shall be forwarded under confidential cover to the Local President.
- 25.07 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, cannot be used for further disciplinary action after a period of two (2) years.
- 25.08 Grievances relating to Suspension or dismissal shall be filed at Step 2 of the grievance procedure in accordance with Article 29.
- 25.09 Employees shall be considered at work and paid at their straight-time rate for actual hours in attendance at disciplinary meetings called by management.
- 25.10 Whistleblowing Protection. No employee will be disciplined for reporting any abuse of office by the Employer or any representative of the Employer as long as such reporting is not done with malicious intent.

ARTICLE 26 - HEALTH AND SAFETY

- 26.01 The Employer has the primary responsibility for ensuring that safe work conditions prevail at each workplace and take appropriate action to effectively correct hazards to protect the health and safety of all employees against workplace hazards, violence and harassment.
- 26.02 The Union, in co-operation with the Employer, will encourage that all employees work in a safe manner and will educate and promote workers in accident prevention techniques related to safe work practices and procedures.
- 26.03 Employees are responsible for taking all necessary measures to ensure their own personal safety and physical well-being at all times. In addition all employees will comply with the provincial OHS act and regulations, WSIB policies and Commissionaires Ottawa Occupational Health and Safety Policies and Programs .
- 26.04 The Employer and the Union agree that all work related activities and procedures shall be governed by the Ontario Occupational Health and Safety Act, Regulations 851 for Industrial Operations and the Workplace Safety Insurance Board Policies as well as WSIB Regulation 1101. The Employer will develop, maintain and implement an Occupational Health and Safety program that will exceed the minimum set standards in all the above mentioned laws and regulations and will support the following programs in consultation with the Health and Safety Committee. The listed programs below are found in the Commissionaires Ottawa COPPs.
- a. Accident Investigation and Reporting,
 - b. Joint Occupational Safety and Health Committee Activities,
 - c. Return to Work Program,
 - d. Workplace Violence and Harassment,
 - e. Education, Promotion and Motivation Programs,

- f. Specific Workplace Hazards Awareness,
- g. WHMIS,
- h. First Aid,
- i. Workplace Inspections, and
- j. Personal Protective Equipment.

ARTICLE 27 - STAFFING PROCEDURE

- 27.01 a. The Employer shall post all vacancies and newly created positions hereinafter referred to as "Job Opportunities" in the bargaining units on all Section notice boards.
 - b. The Employer may establish eligibility lists for specific positions by pre-posting positions and selecting candidates in advance. When this occurs, the Union will be notified in writing.
 - c. The executive of the local shall be advised after the closure date indicated on the poster, of all the candidates in a selection process.
- 27.02 Job opportunities will be open to all Union members on a bargaining unit wide basis.
- 27.03 The postings shall normally be for a minimum of sixteen (16) calendar days, and the posting shall indicate the closing date. However, when client requirements dictate, a shorter posting period may be used. In those cases, the Employer shall make every reasonable effort to notify all employees on leave or off shift of these job opportunities.
- 27.04 The poster shall contain the requirements and the salary of the job opportunity.
- 27.05 The requirements contained in the posting shall be fair and reasonable in relation to the job opportunity.
- 27.06 The poster shall be forwarded to the Union for information.
- 27.07
- a. All employees who apply for a job opportunity shall be considered to be candidates in the selection process.
 - b. The candidates for the job opportunities will be evaluated according to the posted requirements. In filling the job opportunity, the position shall be awarded based on the requirements. Where the candidates are relatively equal according to the requirements, the candidate with the greater seniority will receive the offer.
 - c. The Employer may consider an applicant with demonstrated abilities and experience in lieu of a requirement(s) and in such case, the Employer shall so state on the job posting.

- 27.08 Within (2) weeks of the competition being finalized, candidates shall be advised in writing the result of the competition, and the name of the successful candidate will be posted.
- 27.09 All candidates who apply and who meet the requirements of the job will be considered. However, when interviews and/or tests are used as part of the selection process, only the top ranked candidates will be interviewed and/or tested.
- 27.10 All candidates who applied will be advised of the results of the competition. At their option, unsuccessful candidates may discuss their assessment with the Employer. Such requests may be communicated verbally or in writing.
- 27.11 Employees who participate in a selection process for a position with the Employer will be provided time with pay at the straight-time rate for the period during which his/her presence is required for purposes of the selection process including a post-board interview.
- 27.12 Trial Period. There shall be a ninety (90) trial period on all promotions to posted positions. Any individual seeking to return to his or her substantive position, may do so within the trial period with reasonable notice to management.
- 27.13 The Employer shall ensure that there is no conflict of interest between any of the members of the selection board and any of the candidates.

27.14 Appeals of Staffing Actions

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

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

If the employee is not satisfied with the response from the CEO, he or she, with the agreement of the Union, may submit a grievance at Step 2 of the Grievance Procedure in Article 28 using the Expedited Arbitration Process.

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

27.15 Transfers

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

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

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

ARTICLE 28 - GRIEVANCE PROCEDURE

- 28.01
 - a. The Employer and the Union agree that discussions should occur between employees, Union representatives and Employer representatives when problems or differences arise in an attempt to resolve those problems or differences.
 - b. Employees are encouraged to discuss problems or differences, either verbally or in writing, using the Northern Region's supervisory structure. However, if a satisfactory resolution is not achieved, or if an individual within that structure is the focus of the complaint, employees may contact the Director of Operations at Headquarters.
 - c. Where discussions, relating to problems or differences occur, the time limits in the grievance procedure will be extended by the appropriate number of days.
- 28.02 If any difference concerning the interpretation, application, operation or any alleged violation of the Agreements arises between the Employer and the Union, or between the Employee(s) and the Employer, it shall be processed according to the following grievance procedure. Nothing in this provision deprives employee(s) of any rights or remedies to which they are entitled in any legislation. Grievances involving the interpretation, application, operation or any alleged violation of the agreement must have the approval and support of the bargaining agent.
- 28.03 The time limits set out in the grievance procedure are mandatory. In calculating time limits, calendar days will be used. If the time limits set out in the grievance procedure are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.
- 28.04 If the Employer fails to meet a time limit, and no request for an extension has been received, the Union, at its option, may either advance the grievance to the next step or await the Employer's response, in which case no time limit shall apply against the Union until it has received the Employer's response.
- 28.05 Employee(s) shall have the right to be represented at any step of the grievance procedure. The employee(s) and the Union representative shall be given leave with pay to attend such

meetings. The Union shall be given full opportunity to present evidence and make representations throughout the grievance procedure.

28.06 The employee shall be advised by the Employer of his/her right to have a Union representative present at any disciplinary meeting or at any meeting held with bargaining unit employee(s) to investigate alleged misconduct of the employee(s).

28.07 Grievances concerning staffing procedures are to be handled in accordance with Article 27.

STEPS OF THE GRIEVANCE PROCEDURE

STEP 1: Within sixty (60) days of the event giving rise to the complaint, the employee(s) through the Union may submit a formal written grievance to the Employer. Grievances are to be directed to the Director of Human Resources, but may be passed through the Northern Region Manager.

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

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

STEP 2: If the grievance is not satisfactorily settled under Step 1, then the grievance may be referred to arbitration, within thirty (30) days of the expiry of the time limits set out in Step 1.

The Employer and the Union shall make every effort to agree on the selection of the Arbitrator within ten (10) days after the party requesting arbitration has delivered written notice of submission of the dispute to arbitration.

In the event that the parties fail to agree on the choice of arbitrator, they shall forthwith request the Minister of Labour to appoint an arbitrator.

The Arbitrator shall have all the powers vested in it by the Ontario Labour Relations Act. The arbitrator shall render his/her award within a reasonable period, as agreed to by the parties.

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

Each party shall bear one-half ($\frac{1}{2}$) the cost of the arbitrator.

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

EXPEDITED ARBITRATION:

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

Procedure

- (a) grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) days from the date of referral, unless the hearing is delayed by mutual agreement between the Parties or by the Arbitrator;
- (b) the Parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses;
- (c) whenever possible, the Arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing;
- (d) when it is not possible to give an oral decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume of the reasons. The Arbitrator must render the written decision as soon as possible but at all times within ten (10) days of the date of the hearing;
- (e) the decision of the Arbitrator shall not constitute a precedent;
- (f) such decisions may not be used to alter, modify or amend any part of the Collective Agreement, nor should any decision be incompatible with the provisions of the Collective Agreement;
- (g) such decisions from the expedited format shall be final and binding upon the Parties.

ARTICLE 29 - HOURS OF WORK, INCLUDING REST PERIODS, and MEAL PERIODS.

- 29.01
- a. With the exception of short notice requirements such as escorts or book-off replacements, work schedules for all employees shall be posted on the Post Bulletin Board fifteen days in advance of the work to be performed.
 - b. Any changes by the Employer to the work schedule within the fifteen day period shall result in the employee being paid for that displaced shift, except where the client has changed the manpower requirements, or the employee has agreed to the change of schedule.
- 29.02 Scheduling of work for Employees assigned to the Spares Board:
- a. A separate spares seniority list will be maintained for each Post at which dedicated spares are employed.
 - b. The Post Supervisor will assign hours to each employee in order of seniority, on an equitable basis. A monthly work schedule will be created in this manner.
 - c. Short notice requirements which were not included in the published schedule, will be assigned to the most senior qualified employee on a spares list with the least amount of hours.
 - d. When all dedicated spares have reached their maximum hours (88 hours over a two week period) short notice requirements will be filled according to seniority across the bargaining unit.
 - e. Should the method being utilized to schedule hours as described in 29.02d appear unsatisfactory, or unworkable to either party, representatives of the parties shall meet to assess the nature of the problem, and if necessary, make adjustments to the method utilized.
- 29.03 Shift Schedules for Regular Employees:
- a. The present system of assigning shifts for regular employees shall continue.
 - b. Where the majority of the regular employees involved wish to work a 12 hour shift, and where the Employer has determined such a schedule is acceptable to the client, the Employer will, in consultation with the Union set up such shifts.
 - c. Unless agreed to by the client and the Employer, the use of 12 hour shifts shall not incur overtime costs to the client or to the Employer.

29.04 Scheduling supplemental Hours for Regular employees:

- a. If there are no qualified spare employees available, Regular employees will be offered the opportunity to work supplemental hours in addition to their regularly scheduled hours.
- b. In order to be considered, Regular Employees shall provide written notice to their Post Supervisors indicating the number of extra hours per week they wish to work.
- c. Employees who wish to amend their hours of availability submitted in accordance with 29.04 (b) must provide written notice on the change to their Post Supervisor by the 10th day of the month preceding the month in which the change is to take effect. Availability responses will remain valid until a subsequent written notification is provided.
- d. A separate regular employee's seniority list will be maintained.
- e. Using the availability responses provided by the employees, the Post Supervisor will assign hours to each qualified employee in order of seniority, on an equitable basis.

29.05 Rest and Meal Periods:

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

ARTICLE 30 - OVERTIME

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

30.02 When a regular employee works overtime as a result of a Short Notice Requirement, the rate of the overtime pay shall be at the rate for the Short Notice Requirement.

ARTICLE 31 - REPORTING, CALL-BACK AND STANDBY PAY

- 31.01 Where a Commissionaire, including a probationary Commissionaire, reports for work on any day as required by the Employer, or for a call in to attend a management meeting;
- a. A minimum of four (4) hours shall be paid,
 - b. if longer than four (4) hours, the entire period the Commissionaire is required to be at the work site.
- 31.02 a. If an employee is called back to work and returns to work on a day designated as a paid holiday which is not the employee's scheduled day of work, the employee shall be paid the greater of:
- i. a minimum of four (4) hours pay at the statutory holiday premium rate, or
 - ii. compensation for actual hours worked at the statutory holiday premium rate.
- b. If an employee is called back to work and returns to work on any other occasion, including from stand-by, the employee shall be paid the greater of:
- i. a minimum of four (4) hours pay at the regular rate, or
 - ii. compensation for actual hours worked at the regular rate.
- 31.03 a. Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of one hours pay at the regular rate for each eight (8) consecutive hours or portion thereof that he/she is on standby. This rate is doubled if the standby is required on days of rest or Statutory Holidays.
- b. An employee on standby who reports for work shall be paid, in addition to the standby pay, compensation in accordance with the Call-Back Provisions of this Article.
- 31.04 An employee designated for stand-by duty shall be available during his/her period of stand-by at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for stand-by, the Employer will provide for the equitable distribution of stand-by duties.
- 31.05 The Employer agrees that in the areas and in the circumstances where electronic paging devices are both practicable and efficient they will be provided without cost to those employees on standby duty.

31.06 Scheduling of Reporting, Call-back and Stand-by Opportunities for Regular and Spare Employees:

- a. Regular Employees and Spares shall provide written notice to their Post Supervisor indicating the number of Reporting, Call-back and Stand-by opportunities per week they wish to work.
- b. Employees who wish to amend their hours of availability submitted in accordance with 31.06 (a), must provide written notice on the change to their Post Supervisor by the 10th day of the month preceding the month in which the change is to take effect. Availability responses will remain valid until a subsequent written notification is provided.
- c. A separate Reporting, Call-back and Standby seniority list will be maintained.
- d. Using the availability responses provided by the employees, the Employer will assign Reporting, Call-back and Stand-by opportunities to each employee in order of seniority, on an equitable basis, after the Spares are exhausted.
- e. Reporting, Call-back and Standby requirements, will be assigned to the most senior qualified employee on a spares list, who has fewer than the number of hours requested.
- f. If a person declines an opportunity that is offered, they will have their name dropped to the bottom of the seniority list.
- g. If the Employer is not able to contact an employee on the seniority list, their name shall remain at the top of the list.
- h. Once a year the Employer shall send out a notice to all posts asking for interest in Reporting, Call-back and Standby opportunities.

ARTICLE 32 - BENEFITS

32.01 The following benefits packages, as identified in the Desjardins Financial Services Group Policy Number 500521, effective date April 1, 2008, will form part of the collective agreement. These benefits may be amended from time to time.

- a. Employee (Basic) Life Insurance. Basic Life Insurance Premiums are 100% paid by the Employer.
- b. Optional Life Insurance Benefit. Optional Life Insurance premiums are 100% paid by the Employees.
- c. Extended Health Care Benefits. Premiums are 70% paid by the Employer and 30% paid by the Employee.

d. Dental Care Benefits. Premiums are 70% paid by the Employer and 30% paid by the Employee.

32.02 The following principles shall apply to the Health and Dental components of the plan:

- a. for grandfathered employees on the date of signing of the collective agreement,
 - (i) participation will be voluntary for those who are enrolled in another plan, and
 - (ii) upon signing a waiver, those who so desire may opt out of the plan.
 - (a) for all new employees who do not already have similar coverage, participation in the plan is mandatory.

32.03 Any reduction in premiums or contribution rates for the Employer shall be used to enhance other areas in the plan.

ARTICLE 33 - TECHNOLOGICAL CHANGE

33.01 In this Agreement "technological change" means:

- a. the introduction by the Employer or its Clients of equipment or material of different nature or kind than that previously utilized; or
- b. a change in the manner in which the Employer or its clients carries on the work, that is directly related to the introduction of that equipment or material.

33.02 When a technical or technological improvement occurs, the Employer, in consultation with the Union, will assist the employee to adapt to the new requirements of his or her position. Costs of training will be paid by the Employer. Employees will be paid for time spent on training and they will be considered to be working.

ARTICLE 34 - JOINT-UNION MANAGEMENT CONSULTATION COMMITTEE

34.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate processes for the purpose of providing joint consultation on matters of common interest.

34.02 Upon request of either party, the parties to this agreement shall consult meaningfully and constructively at the appropriate level about contemplated changes in conditions of employment or working conditions not covered by this agreement.

34.03 The Employer agrees to give the Union reasonable opportunity to consider and to consult meaningfully and constructively prior to introducing new or changing policies affecting conditions of employment or working conditions not governed by the Agreement.

- 34.04 The Committee shall not have jurisdiction over any matter of collective bargaining or the administration of the Agreement. The Committee shall not have the power to bind either the Union, the employees or the Employer to any conclusions reached in their discussions.
- 34.05 The Employer agrees to pay employees attending joint consultation meetings at the straight-time rate for actual hours in attendance at the meetings.
- 34.06 This Committee shall alternate the chair between representatives of the Union and the Division at each meeting, and minutes of the meeting will be prepared and distributed to the Union and to the Division.

ARTICLE 35 - POSITION CLASSIFICATION SYSTEM

- 35.01 Employees working on contracts subject to the federal National Master Standing Offer (NMSO) will be assigned job classification levels in accordance with the current NMSO.
- 35.02 Employees working on contracts not subject to the federal NMSO will be assigned job classification levels that correspond as closely as possible to levels described within the NMSO.
- 35.03 If an employee assigned to an NMSO contract believes that the assigned level for his/her position is inappropriate, he/she may request a classification level review, to be conducted by Headquarters staff against the criteria established in the NMSO. If the review warrants, a request for adjustment will be made to the client and if approved, the adjusted pay level will be applied to the incumbent, assuming he or she is qualified. The adjustment may be delayed until the beginning of the next fiscal year and retroactive adjustments will normally not be made.
- 35.04 In the event that the Employer creates a new job classification level, the Employer undertakes to inform the Union of the creation of this new job classification level.
- 35.05 If during the term of the collective agreement, the Employer establishes a new classification system to meet the requirements of the National Master Standing Offer agreement with the federal government, this new system shall be sent to the Union for comment.
- 35.06 When the new job descriptions are developed for Article 35.04 the Employer shall provide copies to the Union.

ARTICLE 36 - AGREEMENT REOPENER

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

ARTICLE 37 - JOB DESCRIPTIONS

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

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

ARTICLE 38 - CLOTHING

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

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

38.03 The Employer will pay for CSA-approved safety footwear if it is required for safety reasons. The Employer reserves the right to select the supplier, model and maximum cost. If purchased by the employee, the amount of the reimbursement will not exceed the maximum cost approved by the Employer.

38.04 Security guards employed at the Rainbow Mall will not be required to wear a tie while employed in a Use of Force role.

ARTICLE 39 - MISCELLANEOUS

39.01 Client Acceptance of Employees

The nature of the relationship between the Employer and the clients necessitates that individual Employees be acceptable to the client at the workplace to which they are assigned. When a client considers the employee to be unsuitable, either on initial assignment or at any subsequent time, and the client puts their concerns in writing to the Employer, the Employer shall review the concerns of the client and will try to reconcile the situation.

Reconciliation means that due process must be followed in accordance with Article 25.

Where no reconciliation is possible and the client's position does not constitute just cause as per Article 25, the Employee shall be transferred to the first position available at the same rate of pay. Until such time as the employee is re-employed, he or she shall be placed on the Spares Board for future assignment.

39.02 Impact of Successor Employer Legislation

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

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

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

39.03 Application of Commissionaires Ottawa Policies and Procedures

The Employer may from time to time issue policies and procedures covering the operation of the Employer. Employees agree to adhere to such policies and procedures unless they are in contravention of this agreement. The Employer recognizes that this Agreement takes priority over all Policies and Procedures. The Employer agrees that the application of all policies and procedures shall be in a fair and consistent manner.

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

39.05 The Employer will ensure that employees have access to a telephone, cell phone or paid calling card at no cost to the employee to be used for emergency and business purposes while on duty.

39.06 That a meal allowance of \$15.00 be paid in those instances where an employee on escort duty, or at Tribunal Meetings is required to work through a meal period or where an employee is required for any reason to work beyond their regularly scheduled shift through a meal period. A receipt will be required.

39.07 Social Justice Fund

The Employer agrees that for the term of the collective agreement to pay a lump sum of \$500.00 to the Social Justice Fund.

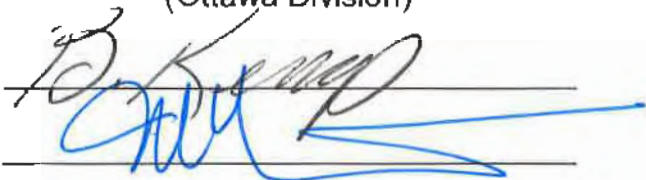
39.08 The Employer shall pay \$40.00 towards the cost of the new Ontario provincial licensing requirements effective August 23, 2008.

ARTICLE 40 – DURATION

40.01 This contract comes into force on February 7, 2016 and ends on February 6, 2021.

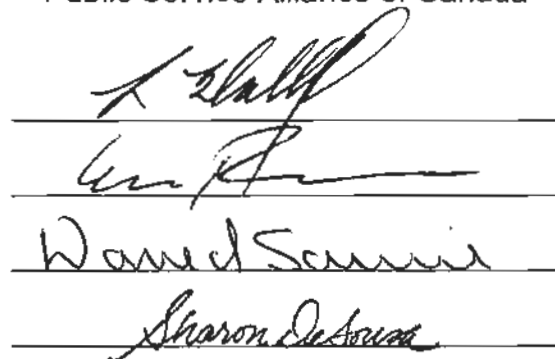
Signed at Sudbury, this 17 day of the month of JUNE 2016

Canadian Corps of Commissionaires
(Ottawa Division)



A handwritten signature in blue ink, appearing to be 'D. Kemp', written over a horizontal line. Below the line are several more empty horizontal lines.

Public Service Alliance of Canada



A handwritten signature in black ink, appearing to be 'W. S. ...', written over a horizontal line. Below the line are several more empty horizontal lines.

2. Wages on Existing Non-NMSO Contracts

For the existing contracts listed below, Commissionaires Ottawa will pay the listed pay rates in the Year 1 column on **1 April 2016**. Subsequent pay raises will be effective on August 1st in each of the remaining years of the contract, **starting on August 1st, 2017**.

<u>Client</u>	<u>Position Level</u>	<u>Existing Pay Rates (As at Mar 31, 2016)</u>	<u>Pay Rates</u>				
			<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
6.9% over 5 Years			1.2%	1.3%	1.4%	1.5%	1.5%
College Boreal	5008	\$11.50	\$11.64	\$11.79	\$11.96	\$12.14	\$12.32
City of Greater Sudbury - Parks	3070	\$13.00	\$13.16	\$13.33	\$13.52	\$13.72	\$13.93
City of Greater Sudbury - Events	3075	\$14.30	\$14.47	\$14.66	\$14.87	\$15.09	\$15.32
City of Greater Sudbury - Airport	3015	\$13.73	\$13.89	\$14.07	\$14.27	\$14.48	\$14.70
	3020	\$14.08	\$14.25	\$14.44	\$14.64	\$14.86	\$15.08
Canada Revenue Agency	6010	\$13.66	\$13.82	\$14.00	\$14.20	\$14.41	\$14.63
	6015	\$13.66	\$13.82	\$14.00	\$14.20	\$14.41	\$14.63
Social Justice Tribunals Ontario (was Landlord & Tenant Board) (was Criminal Injuries & Compensation Board)	2015	\$14.72	\$14.90	\$15.09	\$15.30	\$15.53	\$15.76
	2015	\$14.72	\$14.90	\$15.09	\$15.30	\$15.53	\$15.76
	2015	\$14.72	\$14.90	\$15.09	\$15.30	\$15.53	\$15.76
	2015	\$14.72	\$14.90	\$15.09	\$15.30	\$15.53	\$15.76
Children's Aid Society	2010	\$12.79	\$12.94	\$13.11	\$13.29	\$13.49	\$13.69
Vista Hospitality	5420	\$12.64	\$12.79	\$12.96	\$13.14	\$13.34	\$13.54
	5425	\$13.07	\$13.23	\$13.40	\$13.59	\$13.79	\$14.00

3. Wage Rates on New Contracts with New Non-NMSO Clients Obtained After the Collective Agreement is Ratified.

The wage rate on any contracts with new Non-NMSO clients will be \$11.50 an hour or 70% of the billing rate (excluding any special overhead costs for equipment or other unusual costs that do not form part of normal overhead), whichever is greater. If contract opportunities should arise that would result in wages of less than \$11.50 an hour, the Employer will consult with the Union before accepting such contracts and the latter has the right to waive the \$11.50/hour minimum if it so wishes.

Annual pay increases on contracts with new clients begun after the ratification date will start in the year following the contract start date at the percentage rates agreed to in the chart in paragraph 2 above.