

COLLECTIVE AGREEMENT

BETWEEN

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

AND

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

February 7, 2008 to February 6, 2011

Expiry date February 6, 2011

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

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ARTICLE 1 - PURPOSE AND SCOPE OF THE COLLECTIVE AGREEMENT

- 1.01 The purpose of this Agreement is to establish harmonious and mutually beneficial relationships between 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 Division (Employer).

ARTICLE 2 - DEFINITIONS

Alliance	means the Public Service Alliance of Canada
Bargaining Unit	means the Employees of the Ottawa Division in the group described in Article 4.01.
Billing Rate	means the total hourly rate charged to a client to recover the cost of wages, benefits and general Division overhead. Any contract specific overhead costs that may be included in the charges to the client are not included in the definition of billing rate.
Classification	means the pay rate or pay level applicable to a position with a client of the Division.
Common-law spouse	A common-law spouse relationship exists when, for a continuous period of at least one (1) year, an Employee has lived with a person, publicly represented that person to be his/her spouse, and continues to live with the person as if that person were his/her spouse.
Continuous Employment	means employment in the bargaining unit without having a break in employment, except where such a break is authorized in the collective agreement.
Day	A day is twenty-four (24) hour period that begins at 00:01 and ends at 23:59.
DAY OF REST to read:	<p>“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.</p> <p>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</p>

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 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 termination of an employee’s employment because of lack of work or because of the discontinuance of a function.
Leave	means authorized absence from duty by an employee during his or her regular or normal hours of work.

Membership dues	means the dues established pursuant to the constitution of the Alliance as the dues payable by its member as a consequence of their membership in the Alliance, and shall not include any initiation fee or insurance premium.
National Master Standing Offer	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) 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.
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.
- 3.02 Without restricting the intent of the foregoing, the Union recognizes that the Division has the right to:
- a. Maintain order, discipline and efficiency of its employees 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 Division, 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 Timiskaming, save and accept Post Supervisors and persons above the rank of Post Supervisor." Given at Toronto on February 7, 2002.
- 4.02 Persons not covered by the terms of this agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except in emergencies when regular employees are not available. The Local shall be advised in such emergencies.

ARTICLE 5 - UNION REPRESENTATIVES

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

ARTICLE 6 - USE OF EMPLOYER FACILITIES

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

ARTICLE 7 - EMPLOYEE ORIENTATION

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

ARTICLE 8 - CHECK-OFF

- 8.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the membership dues from the pay of all employees in the bargaining unit. All employees shall, as a condition of their continued employment, become and remain members in good standing of the Union. Such membership shall begin upon the initial date of employment.

- 8.02 For the purpose of applying this Article, deductions from pay for each employee will start with the first payday on which the employee has earnings.
- 8.03 The Union shall inform the Employer in writing of the percentage of gross wages to be checked off for each employee.
- 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 Division harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.
- 8.07 The Employer shall provide the local Union President, on an annual basis, a complete list of all persons employed by the Division, in the District of Sudbury and the District of Timiskaming. This list shall indicate who is included and who is excluded from Check-off.

ARTICLE 9 - INFORMATION

- 9.01 The Employer shall provide the Local, within a period of fifteen (15) days, with the names, classification and work location of newly appointed employees.
- 9.02 The Employer agrees to supply each employee with a copy of the Collective Agreement. The parties agree to share equally, the cost of printing the collective agreement.
- 9.03 The Division agrees to provide to the President of the Local Union of PSAC a copy of the Employer's current organization chart for the District of Sudbury and the District of Timiskaming and as amended from time to time.
- 9.04 a. The Employer shall provide the President of the Local Union a copy of the Division Policies and Procedures Manual and a copy of the National Master Standing Offer for the current year as existing at the signing of this collective agreement and as amended from time to time.
- b. The Employer shall allow the PSAC Representative access to all copies of contracts for service provided by members of the bargaining unit. When required for negotiations, a synopsis of the contracts and copies of pertinent areas shall be provided to the PSAC Representative. The Union agrees to sign a non-disclosure document relative to information provided.

