

# **COLLECTIVE AGREEMENT**

BETWEEN

**THE CANADIAN DIVISION OF  
COMMISSIONAIRES  
(GREAT LAKES DIVISION)  
LESTER B. PEARSON AIRPORT**

**DIRECT CHARTER LOCAL 802**

AND

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

August 16, 2005 to December 31, 2008

Expiry Date December 31, 2008

**THE CANADIAN DIVISION OF COMMISSIONAIRES**  
**(GREAT LAKES DIVISION)**

**Collective Agreement**

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

- 1.01 The purpose of this Agreement is to establish harmonious and mutually beneficial relationships between the Commissionaires (Great Lakes), 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 – MANAGEMENT RIGHTS**

- 2.01 Except to the extent provided herein, this Agreement in no way restricts the authority of the Employer.
- 2.02 The Union acknowledges that it is the exclusive right and power of the Employer, subject to the express terms and provisions of this Collective Agreement, to:
- a) Maintain order, discipline and efficiency of its Employees and to make, enforce and alter from time to time rules and regulations to be observed by Employees not inconsistent with the provisions of this Agreement;
  - b) Hire, retire, classify, transfer, promote, demote, layoff, suspend or terminate Employees for just and sufficient cause;
  - c) Generally manage and operate the Division in all respects, in accordance with its obligations and without restricting the generality of the foregoing, to allocate the number of Employees required from time to time, to establish and evaluate standards of performance for all Employees, determine the type of operations, the terms and conditions of execution, work schedules, and all other matters concerning the Division operations not inconsistent with the provisions of this Agreement.
- 2.03 The Employer agrees to exercise these functions in a reasonable and good faith manner consistent with the provisions of the Collective Agreement.

## **ARTICLE 3 - DEFINITIONS**

- Alliance means the Public Service Alliance of Canada
- Bargaining Unit means the Employees described in Article 4.01.

Classification	means the pay rate or pay level applicable to a position with a client of the Division.
Common-law spouse	A common-law spouse relationship exists when, for a continuous period of at least one (1) year, an Employee has lived with a person, publicly represented that person to be his/her spouse, and continues to live with the person as if that person were his/her spouse.
Continuous Employment	means employment in the bargaining unit without having a break in employment, except where such a break is authorized in the collective agreement.
Day of rest	In relation to Employees who have regularly scheduled shifts, this means a day other than a holiday on which that Employee is not ordinarily required to perform the duties of his or her position other than by reason of the Employee being on leave or absent from duty without permission.
Division	means the Commissionaires (Great Lakes).
Employee	means a person who is a member of the bargaining unit specified in Article 4.01.
Employer	means the Commissionaires (Great Lakes), also known as the "Division".
Fiscal Year	means the period between 01 April and 31 March of the following year.
Hourly rate of pay	means the hourly rate of pay established for the contract for which the duties are performed.
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 members as a consequence of their membership in the Alliance, and shall not include any initiation fee or insurance premium.
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 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.
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.
Spouse	will, when required, be interpreted to include "common-law spouse".
Time and one-half	means one and one-half (1½) times the Employee's hourly rate of pay.
Vacation Pay Credits	means money set aside by the Employer in an Employee's vacation pay account (or bank), to be paid at a later date in accordance with Article 15.

## **ARTICLE 4 - RECOGNITION AND BARGAINING UNIT WORK**

4.01 The Employer recognizes the Public Service Alliance of Canada as the sole and exclusive bargaining agent for:

"All Employees of the Commissionaires (Great Lakes) and Core II Security Inc. employed at Lester B. Pearson Airport save and except Site Supervisors and those above the rank of Site Supervisors and except office and clerical Employees and Employees working at Nav Canada."

Clarity note: For the purpose of clarity, the parties agree that Traffic Supervisors, GTU Supervisors, and Lead Hands are included in the bargaining unit, and Liaison Officers and Account Managers are excluded from the bargaining unit.

As described in the certificates issued August 16, 2002 at Toronto, Ontario.

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 cases of emergency or in the case of training.

## **ARTICLE 5 - UNION REPRESENTATIVES**

- 5.01 The Employer acknowledges the right of the Union to appoint or otherwise select Employees as representatives.
- 5.02 The Union shall notify the Employer in writing 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, as soon as possible after their first day of work.
- 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 During a new Employee's orientation "walk-around", the Employer will introduce him/her to any Union representatives who are on shift.

## **ARTICLE 8 - CHECK-OFF**

- 8.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct monthly membership dues from the pay of all Employees in the bargaining unit. Such membership dues shall begin upon the initial date of employment in the bargaining unit.
- 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 as membership dues.
- 8.04 The amounts deducted in accordance with Clause 8.01 shall be remitted to the Comptroller of the Union by cheque no later than thirty (30) days following each bi-weekly pay day on which the deductions were made, and shall be accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf.
- 8.05 No bargaining agent, 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.

## **ARTICLE 9 - INFORMATION**

- 9.01 Every 30 days the Employer shall provide the local Union with, at a minimum, the names, contract assignment and start date at the GTAA of all members of the bargaining unit.
- 9.02 The Union 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 and as amended from time to time.

- 9.04 The Employer shall provide the President of the Local Union of the PSAC a copy of the following, as existing at the signing of this collective agreement and as amended from time to time:

Division Policies and Procedures Manual  
Routine Instructions  
Post Orders

## **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 is prevented from performing his/her duties or from gaining entry to the premises of another Employer as a direct result of a strike or lockout on the client's premises, the Employer shall pay the Employee for time lost provided that the client (GTAA) pays the Employer for such time.

## **ARTICLE 11 - NO DISCRIMINATION**

- 11.01 There shall be no discrimination or harassment exercised or practiced with respect to any Employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, sexual orientation, record of offences, marital status, same-sex partnership, family status or disability or membership or activity in the Union.

## **ARTICLE 12 - NO HARASSMENT / SEXUAL HARASSMENT**

- 12.01 Every person who is an Employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by any other Employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship creed, age, record of offence, marital status, family status, handicap, sexual orientation, religion or Union affiliation.
- 12.02 Personal harassment is unsolicited behaviour which is directed at or is offensive to another individual. It includes demands, threats, gestures, innuendo, remarks, slurs and taunting which could be based on any proscribed condition as set out in 12.01.
- 12.03 Sexual harassment is a type of personal harassment which has a sexual purpose or is of a sexual nature including sexual assault, verbal threats or abuse, unwanted touching or patting, leering, advances, repeated sexual flirtation, propositions, sexual suggestive gestures, verbal threats or abuse, sexist jokes causing embarrassment, displaying sexually offensive material, derogatory or

degrading remarks directed towards members of one sex or one sexual preference group, and inquiries about a person's sex life.

- 12.04 Workplace harassment is prohibited in any form. All members should be conscious of any behaviour such as that described in 12.01, 12.02 and 12.03, or which degrades another person. Workplace harassment can also be in the form of exclusion, posters, cartoons, or e mail forums.
- 12.05 Abuse of authority is the misuse of authority to undermine, sabotage or otherwise interfere with the career of another individual. This is manifested in intimidation, threats, blackmail, coercion, and unfairness in the distribution of work assignments, opportunities or completing performance appraisals.
- 12.06 Supervisors at every level must be knowledgeable about and sensitive to the many forms that harassment can take. It is a complex issue involving men and women, their perceptions and behaviour. It may occur as a single event or it may involve a continuing series of incidents. It may involve relations among peers. Harassment in any form can victimize both men and women.
- 12.07 Members who feel they have been harassed should, wherever possible, endeavour to resolve the matter personally or with a steward, and on an informal basis with the offender. The harasser should be advised of the unacceptable behaviour they are engaged in and asked to cease. The harasser should be made aware that such words, actions or behaviour are not wanted. The advice of the supervisor, the Manager or the Union may be sought.
- 12.08 If unable to resolve the matter informally, an individual has the right to:
- File a grievance without fear or embarrassment.
  - Be accompanied by a steward or a member of the Union local of their choosing during interviews by an investigator.
  - Be kept apprised of the investigation process, as well as the outcome.
- 12.09 A respondent (accused) person may be represented by the Union **and** they are expected to co-operate throughout an investigation. Respondents will be:
- informed that a complaint has been made;
  - provided with a statement describing the substance of any allegations;
  - provided with an opportunity to respond to the complaint;
  - accompanied by a representative of the local if they choose;
  - informed of the results of the investigation;
  - treated as innocent until proven otherwise.
- 12.10 A supervisor upon receiving a complaint will immediately report the circumstances to the Site Supervisor.

## **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, with the exception that Employees will not exercise their rights under this Article in the workplace while on duty, while in uniform; nor shall they take any advantage of their status as a Commissionaire in exercising their right to participate in the political process.

13.02 If an Employee is elected to an office, he/she shall be entitled to leave without pay. Upon completion of their term of office, the Employer will make every reasonable effort to return the Employee to their former position.

## **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. First Monday in August
- f. Labour Day
- g. Thanksgiving Day
- h. Remembrance Day
- i. Christmas Day
- j. Boxing Day
- k. Any other day prescribed as a paid public holiday by the Employment Standards Act of Ontario.

14.02 An Employee who works his/her scheduled full working day immediately proceeding or 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 Standards 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 January 1<sup>st</sup> to December 31<sup>st</sup> of the 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 and Employees with more than ten years of continuous employment are entitled to four weeks vacation time off. All leave must be scheduled in accordance with Article 15.05.
- 15.03 (a) For Employees with less than five years of continuous service, vacation pay credits are earned at the rate of four percent (4%) of wages earned excluding vacation pay, but including regular wages, overtime, statutory holiday pay and statutory holiday premiums.
- (b) To use vacation pay credits an Employee must complete a vacation entitlement year.
- (c) (i) The Employer agrees to pay Employees who request a cash-out of earned vacation pay credits. This payout will only be provided where such request will not effect or impact upon the calculation of holiday pay. Such requests will only be paid in conjunction with a normal pay cheque. Such requests will not be made more than twice per year.
- (ii) Mandatory payout of all unpaid vacation pay credits no later than at the end of the fiscal year following the vacation entitlement year, and
- (iii) Subject to operational requirements, allowing an Employee to take vacation as single days, and if the Employee has sufficient vacation pay credits, to pay the Employee for that vacation day on the normal payday for the period in which the vacation was taken.
- (iv) There shall be no administrative fee for accessing vacation pay, provided that vacation pay is paid in conjunction with a normal pay cheque.
- 15.04 (a) For Employees with more than five but 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, statutory holiday pay and statutory holiday premiums.
- (b) To use vacation pay credits an Employee must complete a vacation entitlement year.
- (c) (i) The Employer agrees to pay Employees who request a cash-out of earned vacation pay credits. This payout will only be provided where

such request will not effect or impact upon the calculation of holiday pay. Such requests will only be paid in conjunction with a normal pay cheque. Such requests will not be made more than twice per year

- (ii) Mandatory payout of all unpaid vacation pay credits no later than at the end of the fiscal year following the vacation entitlement year, and
- (iii) Subject to operational requirements, allowing an Employee to take vacation as single days, and if the Employee has sufficient vacation pay credits, to pay the Employee for that vacation day on the normal payday for the period in which the vacation was taken.
- (iv) There shall be no administrative fee for accessing vacation pay, provided that vacation pay is paid in conjunction with a normal pay cheque.

15.05 (a) For Employees with ten years or more of continuous service, vacation pay credits are earned at the rate of eight percent (8%) of wages earned excluding vacation pay, but including regular wages, overtime, statutory holiday pay and statutory holiday premiums.

(b) To use vacation pay credits an Employee must complete a vacation entitlement year.

(c) (i) The Employer agrees to pay Employees who request a cash-out of earned vacation pay credits. This payout will only be provided where such request will not effect or impact upon the calculation of holiday pay. Such requests will only be paid in conjunction with a normal pay cheque. Such requests will not be made more than twice per year

(ii) Mandatory payout of all unpaid vacation pay credits no later than at the end of the fiscal year following the vacation entitlement year, and

(iii) Subject to operational requirements, allowing an Employee to take vacation as single days, and if the Employee has sufficient vacation pay credits, to pay the Employee for that vacation day on the normal payday for the period in which the vacation was taken.

(iv) There shall be no administrative fee for accessing vacation pay, provided that vacation pay is paid in conjunction with a normal pay cheque.

15.06 Scheduling of Vacation Leave. Employees are expected to take their vacation leave during the year of entitlement. Prior to the start of each leave year, Employees will be asked to provide the Employer with their leave preferences. Subject to operational requirements, the Employer will provide the leave as requested. Employees will be given priority for selection of leave times based on seniority. However, once the leave plan has been published, changes will only be made if they do not adversely interfere with another Employee's scheduled leave or where emergency operational requirements dictate. If an Employee does not provide the Employer with his or her leave preferences when requested to do so, he or she will have no priority for selection of leave time, regardless of seniority.

15.07 In the case of rejection, alteration or cancellation of such leave, the Employer shall provide the Employee with the reason therefore, upon request from the Employee.

Where an Employee has submitted a request for leave and he/she has not received an answer within 14 days of requesting such leave, the Employee shall proceed on leave as if the approval was given.

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-refundable portion of vacation contracts and reservations made by the employee with respect to that period, provided that such contracts and reservations were made prior to the cancelling or altering of the period of vacation, and subject to the presentation of such documentation as the Employer may require. The Employee shall advise the Employer that such expenses have already been incurred at the time the Employer cancels or alters a period of vacation which it had previously approved.

The Employee must make every reasonable effort 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 without 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 where management has required the meeting or agreed to the meeting, unless otherwise stated in the collective agreement

16.03 The Employer will grant leave without 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 forty (40) regular hours per Employee, for the purpose of conducting collective agreement negotiations. Following the use of 40 hours for contract negotiations, the Employer shall grant leave without pay to these Employees for the purposes of completing contract negotiations. For the purposes of this Article, all hours used beyond 40 hours shall be paid by the Employer and the Employer shall invoice the Union for actual wages paid, plus 20 percent to cover Employee benefits. The Union agrees to pay such invoice within 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 subject to operational requirements.

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 his/her former position if available, or to a similar position if available.
- 16.10 On a one time basis, the Canadian Division of Commissionaires (Great Lakes Division) agree to grant unpaid leave to up to two individuals, if requested, for up to 90 days and will return these Employees to the same or equivalent post at Lester B. Pearson Airport (GTAA). It is understood that the same or equivalent post means that an Employee from the GTU will be returned to the same or equivalent position in GTU and an Employee from the Traffic will be returned to the same or equivalent position in Traffic. It is agreed that any Employee granted leave may determine the length of the leave (up to 90 days) but that the leave must be taken consecutively and cannot be broken into a series of smaller leaves whether or not the leave amounts to ninety days. It is further agreed that the Public Service Alliance of Canada will provide three weeks notice of commencement of unpaid leave. The Employees shall not hold themselves out as Commissionaires (using uniforms or other indicia of status) while on leave.
- 16.11 Where an Employee takes leave for Union business pursuant to this Article, with the exception of Article 16.02, the Employer will pay loss of salary plus 20 per cent for benefits and invoice the Public Service Alliance of Canada for the loss of salary. It is agreed that the Union shall pay such invoice within 45 days of receipt of the invoice.
- 16.12 Upon request, the company will endeavour to provide space to the union for union business providing space is allotted by the client for such a purpose.

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

- 17.01 Emergency Leave for Family Related Responsibilities
- (a) For the purpose of this Article, family is defined as:
- (i) the Employee's spouse or same-sex partner;
  - (ii) a parent, step-parent or foster parent of the Employee, of the Employee's spouse or the Employee's same-sex partner;

- (iii) a child, step-child or foster child of the Employee, of the Employee's spouse or the Employee's same-sex partner;
  - (iv) a grandparent, step-grandparent, grandchild or step-grandchild of the Employee or of the Employee's 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
- (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 17.01 (a).
  - (c) An Employee who wishes to take leave under this section shall advise his or her Employer that he or she will be doing so as soon as possible prior to taking such leave.
  - (d) If an Employee takes any part of a day under this section, the Employer may deem the Employee to have taken one day's leave on that day for the purposes of this Article.

#### 17.02 Court Leave

- (a) The Employer shall grant leave to an Employee for the period of time required for jury duty or selection. The Employer will pay the Employee \$100.00 per day up to a maximum of ten days for the period of time the Employee is on jury duty or selection. Thereafter, the Employee will be on an unpaid leave of absence.
- (b) The Employer shall pay an Employee's regular wages, less any payments the Employee receives from other sources, for attendance as a subpoenaed witness provided that the case is related to his/her duties as a Commissionaire, and provided that the GTAA compensates the Employer for such wages.

17.03 Leave for Cultural or 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.

17.04 Bereavement Leave with Pay. Employees are entitled to up to three days bereavement leave relating to the death of a family member as defined in Article 17.01. Employees will be entitled to receive a maximum of twenty-four (24) hours paid bereavement leave under this Article. The Employee must provide proof of the death and of the relationship being claimed. Bereavement Leave will only be paid for time when an Employee was scheduled to work and actually has missed a scheduled shift. Where circumstances necessitate, time off need not be consecutive.

17.05 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 changes 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 for a maximum of seventeen (17) weeks after the pregnancy leave began. At its discretion, the Employer may require an Employee to submit a medical certificate certifying pregnancy and expected due date.

17.06 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.

17.07 Continuation of Benefits. While on approved leave with or without pay, an Employee is entitled to continuation of existing life, health and dental benefits for up to 120 days, on condition that the Employee pays his/her portion of premiums in addition to the Employer's portion. However, an Employee who exercises his/her entitlement to pregnancy and/or parental leave under Article 17.05 or Article 17.06 may, with payment of his/her portion of premiums in addition to paying the Employer's portion, retain coverage for the full period of such leave.

17.08 Military Duty or Training Leave

Employees who are members of the Canadian Armed Forces, may be granted a maximum of 12 months leave without pay when they are required for an operations mission, military duty or training. The Great Lakes Division / Core II will do everything possible to protect the individual's job or to provide a similar job on the Employee's return to work.

17.09 Leave Without Pay for Other Reasons. Subject to operational requirements, the Employer may grant leave without pay to Employees who request such leave when circumstances not directly attributable to the Employee prevent his or her reporting for duty.

## **ARTICLE 18 - SICK LEAVE**

18.01 An Employee who is not able to work for seven or more continuous days due to injury or illness will, upon application, be placed on sick leave status for a maximum period of 90 days. While on sick leave status, the Employee will be entitled to:

- (a) job protection and reassignment to his or her former position, provided that the Employee can still perform the essential duties and responsibilities of his or her former position, as long as that position still exists and is available, or to a comparable position. The Employee will provide a certificate indicating that he or she is fit to return to work from his or her treating physician prior to returning to work.
- (b) continuation of existing life, health and dental benefits on condition that the Employee pays for both the Employer's share and the Employee's share of premiums

## **ARTICLE 19 - JOB SECURITY**

19.01 Subject to the following conditions, there shall be no contracting out of bargaining unit work.

19.02 In the event that the Division obtains a contract to provide services that would require sub contracting of services, sub contractors will be limited to providing services in accordance with the terms and conditions of the Division's contract.

19.03 In the event that the Client requests additional services that the Division cannot meet without subcontracting. Sub contractors will be limited to providing services in accordance with the terms and conditions of the Client's request.

19.04 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

The following principles shall be applied in following the procedures outlined for layoff and recall:

- 1) No full time person shall be laid off to hire a part-time worker.
- 2) No new Employee shall be hired to do the work for which an Employee with demonstrated abilities for such work is on lay-off status.

20.01 In the event of:

- 1) a reduction in the number of hours required by the client the Employer shall advise the Union as soon as the Client advises the Division.
- 2) the contract is cancelled the Employer shall advise the Union as soon as the Division is aware of the loss.

The notice shall provide the reasons for the workforce reduction, the location and the number of Employees affected.

20.02 In cases of a permanent workforce reduction described in this Article, or where Employees will be subject to indefinite layoff, management will advise the Local President, in writing, within 48 hours following formal or written notification by the Client. Employees subject to a permanent workforce reduction or indefinite layoff shall be advised in writing as soon as possible by the Division.

20.03 Where the Client has initiated a reduction in the number of hours, management shall meet with the Local Union to discuss how the reduction in hours shall be dealt with. Such discussions may include, but not be limited to, voluntary layoffs, early retirements or some other type of attrition.

20.04 In the case of a reduction in the hours required by the Client, the Employer shall consider offering Employees voluntary severance if:

- (a) The Employee waives the right to recall; and.
- (b) The voluntary severance would avoid the layoff of another Employee.
- (c) All layoffs within each contract pursuant to (a) above shall be by bargaining unit seniority, with the most junior person being laid off first.

20.05 Recall to existing positions or newly created positions within each contract for which the individual has the demonstrated abilities and qualifications shall be by seniority. Those persons who have accepted a lower paying position shall be recalled to their former positions before any new Employees are hired.

20.06 Recall shall be by seniority to any position for which the individual has the demonstrated abilities and qualifications to do the work.

20.07 When staff reductions, or contract termination result in potential loss of employment, every effort will be made to find alternate, suitable employment at the earliest possible date, within the bargaining unit.

20.08 In cases of termination due to loss of contract or client-directed downsizing, employees whose seniority in the bargaining unit is three years or more shall be eligible for severance pay. Severance pay is calculated by multiplying the employee's regular wage for a regular work week by the number of completed years of employment in the bargaining unit.

If an employee has completed a part year of service beyond the initial three years of eligibility, the severance pay will be increased by the number of additional months in the part year employed divided by 12.

## **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) All Employees from date of hire were credited with one (1) year of seniority for each year worked regardless of the number of hours.
- (c) All Employees who work 900 hours in a calendar year shall be credited with one year of seniority after successfully completing their probation period. Employees who work less than 900 hours in a calendar year shall be credited with a partial year of seniority prorated on the basis of hours actually worked.
- (d) Seniority shall apply to the following clauses in the collective agreement; 15 vacation leave, 20 layoff and recall, 28 staffing and 32 reporting call-back and standby.

21.02 When two (2) or more Employees commence work on the same day their relative seniority shall be determined with reference to the date of their initial applications to the Division. (Initial application to the Division is defined as the date on which the Employee first signed an application form after his or her initial interview). Such seniority shall be effective from the first day of employment in a Detachment.

- (a) if two or more people commenced work on the same day and their initial application to the Division is the same day, then the Employee who commenced work at the earliest hour of the day shall be senior; and
- (b) if (a) fails to resolve the order of seniority then seniority shall be established by placing the names of the concerned Employees on paper in a container (hat) and then selected at random by concerned Employees in the presence of a representative of the Union.

- 21.03 Seniority lists showing the name and date of seniority of each Employee shall be maintained and revised every twelve (12) months by the Employer. A copy of the seniority list will be forwarded to the President of the Local Union.
- 21.04 An Employee who feels that he/she is improperly placed on a seniority list shall have twenty (20) 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 Employee 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 be granted leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and benefits contained in this Agreement.
- 21.07 An Employee shall lose his/her seniority in the event that the Employee:
- (a) is discharged for cause and is not reinstated by an Arbitrator or under the Grievance Procedure;
- (b) resigns his or her employment;
- (c) is absent from work without a reasonable excuse in excess of seven (7) working days without the approval of the Division;
- (d) is laid off and fails to return to work within ten (10) working days after he/she has been notified by registered mail to the last known address by the Division;
- (e) works for a competitor in the security services industry while on leave from employment with the Division without the written approval of the Division;
- (f) is laid off for 24 months or longer;
- (g) refuses to work a regular shift in any 3 month period when requested to do so;

- (h) at any point in his or her employment is not bondable or fails to obtain appropriate employment clearances imposed by government agencies from time to time.

## **ARTICLE 22 - EMPLOYEE STATUS**

- 22.01 A full time Employee is one who works full shifts which average at least sixty (60) hours of work during a two week period.
- 22.02 A part-time Employee is one who does not meet the definition of a full time Employee.

## **ARTICLE 23 - EMPLOYEE REVIEW AND EMPLOYEE FILES**

- 23.01 When a formal assessment of an Employee's performance is made, the Employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employee at the time. An Employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the Employee's concurrence with the statements contained on the form.
- 23.02 Where an Employee's performance is being evaluated, the Employer shall attempt to have the Employee's performance evaluated by an Employer representative who has observed the Employee's performance for at least fifty percent (50%) of the period for which the Employee's performance is being evaluated.
- 23.03 The purpose of the formal assessment is to measure an Employee's work performance, to assess strengths and weaknesses, and to provide guidance to the Employee in cases where he or she is assessed as requiring improvement. In no case will the performance review be used for disciplinary reasons.
- 23.04 An Employee has the right to make written comments to be attached to the performance review form.
- 23.05 Once each calendar year, on the request of an Employee, his or her 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 this request.

23.06 All third party information shall be kept in a sealed envelope on file with just enough information on the cover to show the content. Only the Commandant, or his designated representative shall have access to the contents. An Employee shall have the opportunity to respond to the third party accusation. Unsubstantiated third party charges are not to be used in any disciplinary actions by the Employer.

## **ARTICLE 24 - PAY ADMINISTRATION**

24.01 Employees shall be paid on a bi-weekly basis at the rate of pay to which they are entitled.

24.02 An Employee shall be paid the hourly rate prescribed for the position(s) at which he or she is employed.

24.03 Rates of pay shall be in accordance with Appendix "A" attached hereto.

24.04 The Employer may appoint an Employee to a position outside the bargaining unit on an acting basis for a period of up to one (1) year, during which time the Employee may be returned by the Employer to his or her former position at the rate of pay to which he or she would have otherwise been entitled within the bargaining unit. The acting appointment may be extended beyond one (1) year to accommodate a temporary vacancy.

24.05 When an Employee is required by the Employer to perform duties of a position with a higher rate of pay in an acting capacity, the Employee shall be paid acting pay beginning from the first hour at which he or she commenced to act. Although rates of pay will usually be at the same rate as the person replaced, when the full duties of the position are not performed, the rate of pay will be at the level negotiated with the Division's client.

## **ARTICLE 25 - TRAVEL TIME, SCHEDULING AND EXPENSES**

25.01 Employees travelling for the purpose of conducting business on behalf of the Employer will be reimbursed for reasonable expenses incurred upon presentation of proof.

25.02 Employees will be reimbursed under Article 25.01 at rates not less than the standard rates established by the Commissionaires (Great Lakes), as amended from time to time, and published in the Routine Instructions.

25.03 Reimbursement for travel on behalf of the Employer's clients will be reimbursed at rates negotiated in applicable contracts.

- 25.04 The Employer agrees to provide advances for an Employee where the total anticipated cost exceeds one hundred dollars (\$100.00).
- 25.05 Time spent travelling on behalf of the Employer or a client shall be treated as time worked. Travel to and from an Employee's place of work are not considered as time worked.
- 25.06 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.

## **ARTICLE 26 - SUSPENSION, DISCIPLINE**

- 26.01 The Employer agrees that discipline should normally be progressive and corrective in nature and, depending upon the severity of the infraction, should normally commence with a verbal warning or supervisory counseling.
- 26.02 The parties agree that generally, the only forms of formal discipline which may be imposed on an Employee are supervisory counseling by Site Supervisor or above, recorded in employee's personnel file, written warnings, final warnings, suspension and discharge.
- 26.03 Where it appears during any meeting with an Employee that the nature of such a meeting must change to an investigation which could result in the disciplining of that Employee, that Employee must be informed of his or her rights to Union representation and the implication of declining.
- 26.04 (i) When an Employee is required to attend a meeting, the purpose of which is to conduct an investigation and the probable outcome of which will result in disciplinary action, the Employee is entitled to have, at his/her request, a representative of the Union attend the meeting. Where practical, the Employee shall receive one (1) days notice of such a meeting. The Employee will be advised the reasons for such a meeting.
- (ii) When an Employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him/her, the Employee is entitled to have, at his/her request, a representative of the Union attend the meeting. Where practical, the Employee shall receive one (1) days notice of such a meeting. The Employee will be advised the reasons for such a meeting.
- 26.05 No Employee will be disciplined without just and reasonable cause. When an Employee is suspended from duty, the Employer undertakes to notify the Employee in writing, within one week, of the reason for such suspension.

- 26.06 Discipline, when imposed, shall be imposed in a timely manner, except in circumstances where the Employer does not learn or discover the event giving rise to discipline until a later date, or where an investigation is ongoing or continuing. An Employee shall be made aware of all disciplinary reports that are to be placed on the Employee's file and shall be provided with a copy of any written reprimand placed on the Employee's file.
- 26.07 In cases of written warning, final warning, suspension or dismissal, the Employer shall notify the Local President. At the Employee's request a copy of the related written report shall be forwarded under confidential cover to the Local President.
- 26.08 Any document or written statement in an employee's personnel file related to disciplinary action cannot be used for further disciplinary action after a period of twelve (12) months, except for documents or written statements relating to theft, violence in the workplace or harassment.
- 26.09 Grievances relating to Suspension or discharge shall be filed at Step 2 of the grievance procedure in accordance with Article 29.
- 26.10 Employees shall be considered at work and paid at their straight time rate for actual hours in attendance at disciplinary meetings called by management.
- 26.11 No Employee will be disciplined for reporting any abuse of office by the Employer, its affiliates, customers or clients, or any representative of the Employer as long as such reporting is strictly confined within the organization of Commissionaires (Great Lakes) and is not done with malicious intent.

## **ARTICLE 27 - OCCUPATIONAL HEALTH AND SAFETY**

- 27.01 The Employer has the primary responsibility for ensuring a safe and healthy work environment and shall take all reasonable precautions to effectively protect its Employees. To this end, the Employer shall establish appropriate safe work practices and procedures.

The Union will cooperate with the Employer in ensuring that bargaining unit Employees work in compliance with established safe work practices and procedures.

Employees shall work in compliance with established safe work practices and procedures and shall take all necessary measures to ensure their personal health, safety, and physical well-being.

27.02 The Employer and the Union jointly recognize that all matters related to workplace safety shall be governed by The Ontario Occupational Health and Safety Act (herein after referred to as “the Act”).

27.03 (a) The Employer and the Union recognize the benefit of constructive and meaningful consultations on health and safety matters. To this end, a Joint Occupational Health and Safety Committee shall be established in accordance with the provisions of the Act.

(b) (i) The Employees appointed to the Joint Health and Safety Committee shall perform the duties assigned to them without loss of wages or benefits.

(ii) Employees appointed to the Joint Health and Safety Committee shall be provided with the necessary training to attain “Certified Member” status in accordance with the Act. Employees shall be deemed to be at work while undergoing such training.

(iii) Employees appointed to the Joint Health and Safety Committee shall be entitled to paid time off from work to attend seminars, conferences, or courses sponsored by governments, the Employer, clients, contractors, or the Union provided such training relates to the specific needs of the workplace as determined by the Joint Health and Safety Committee. Where the training does not relate to the specific needs of the workplace, leave without pay may be granted. Requests for time off shall be processed in accordance with procedures established elsewhere in this Agreement.

27.04 When a Union member identifies a safety hazard or otherwise notes that the quality of the work environment is deteriorating, he/she shall inform his/her immediate supervisor without delay in writing, or orally if the situation requires urgent attention. Accordingly, the Supervisor shall inform a certified management member of the Joint Health and Safety Committee who shall, in turn, ensure that a certified worker member is notified. The certified members shall:

(a) (i) Jointly carry out the necessary inspection, analysis and/or investigation, determine the remedial measures required, if any, and prepare a report with recommendations as appropriate.

(ii) Place the matter on the agenda of the next meeting of the Joint Health and Safety Committee.

(b) Any report arising from the examination of a problem or potential hazard shall be sent to the Local of the Union and to the Employer’s Regional Health and Safety Manager.

(c) If the Union, the Local of the Union, or the Employer is not satisfied with the results of the investigation, they may request that the Joint Health and

Safety Committee conduct another investigation. If the matter still cannot be resolved satisfactorily, the Ministry of Labour shall be contacted.

27.05 The Employer agrees to provide, at no expense to the Employee, appropriate transportation to the nearest physician or hospital and from there to his/her home or place of work depending on the decision of the attending physician when such services are immediately required for an Employee as a result of:

(a) injury on the job; or,

(c) a heart attack or other serious ailment which occurs on the job.

The Employer shall notify the Local of incidents of this nature.

27.06 All Employees shall maintain current qualifications in Emergency First Aid and CPR. The Employer shall assume all costs associated with the applicable training including wages. A written authorization is required for First Aid or CPR training obtained outside the company.

Effective September 1, 2006, the company will assume responsibility for notifying employees when certification is due to expire.

27.07 The Employer will provide any Employee required to lift by hand any object weighing in excess of ten (10) kilograms with instructions and training in the manual handling of materials.

27.08 (a) An Employee has the right to refuse to do particular work if the Employee has reasonable grounds to believe that the performance of this work will endanger their health, safety or physical well-being, or may similarly endanger another Employee.

(b) The Employee may not, however, exercise the right granted to him/her under paragraph 27.08(a) if the refusal to perform this work places the life, health, safety or physical well-being of another person in immediate danger or if the danger that could justify the refusal is inherent in the kind of profession, trade or occupation exercised by the Employee.

(c) When an Employee refuses to do particular work in accordance with paragraph 27.08(a):

(i) the Employee shall inform his/her supervisor and the Union representative without delay;

(ii) the Employee shall suffer no loss of wages during the period for which he/she withdraws his/her services;

(iii) the Employee is entitled to be present while the investigation provided for hereinafter is conducted'

- (iv) until the situation is remedied, no Employee may be assigned to use or operate the machine, apparatus, material or object, or be assigned to the part of the work which is the subject of the investigation, unless it is this person's duty to establish safe conditions;
- (v) until the situation giving rise to the refusal to work is corrected, the Employer may temporarily assign the Employee to another job providing that it is similar to their own, that the Employee does not suffer any loss of wages, and that such an assignment does not violate the provisions of the collective agreement.

27.09 The Employer shall compensate Employees required to be immunized against communicable diseases when a competent authority has identified a reasonable probability of incurring such diseases in the performance of the Employee's duties.

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

27.11 A video display terminal (VDT) operator who is required to work at a VDT for 25% or more of the normal work week shall have their eyes examined once per year. The Employer shall pay the costs of such examination or test not more than once in any two year period.

27.12 Where the Employer requires an Employee to undergo an occupational health examination by a qualified practitioner, satisfactory to the Employer, such examination will be conducted at no expense to the Employee. An Employee shall be granted leave without loss of pay to attend the examination.

27.13 Where the Employer requires its Employees to perform duties on a construction project/site, the Employer shall ensure that the work is being conducted in accordance with all provincial and federal safety standards.

27.14 Employer will endeavour to provide a smoke-free work environment within the constraints imposed by its client.

## **ARTICLE 28 - STAFFING**

28.01 The Employer shall post all vacancies and newly created positions hereinafter referred to as "Job Opportunities" in the bargaining unit in Routine Instructions.

28.02 Job opportunities will be open to all members of the bargaining unit. The Employer shall make every reasonable effort to notify all Employees on leave or off shift of all job opportunities.

- 28.03 The postings shall be for a minimum of twenty-one (21) calendar days, and the posting shall indicate the closing date.
- 28.04 The poster shall contain the requirements and the salary of the job opportunity. In this Article, "requirements" means skills, qualifications, abilities, and experience and license.
- 28.05 The requirements contained in the posting shall be fair and reasonable in relation to the job opportunity.
- 28.06 The poster shall be forwarded to the local Union president by way of a copy of the Routine Instructions.
- 28.07 (a) All non-probationary Employees who apply for a job opportunity shall be considered to be candidates in the selection process.
- (b) (i) At least once every eighteen (18) months, the Division shall hold job competitions for positions that are currently part of the bargaining unit. The Division shall establish an eligibility list for such positions that will indicate which employee(s) will be awarded the position if and when it becomes available. The results of these competitions will stand until the next job competition is conducted.
- (ii) Notwithstanding paragraph (i) above, the Division shall be able to take into consideration any conduct engaged in by an employee between job competitions provided that such conduct would have been relevant during the selection process.
- (iii) The candidates for job opportunities will be evaluated according to the posted requirements of the position. In filling the job opportunity, the position shall be awarded based on the requirements. Job selection by the Division shall be determined on the basis of the most qualified, which shall include a consideration of the skills, abilities, knowledge and experience of the candidates. Should two employees have relatively equal qualifications, seniority shall govern.
- (iv) All candidates who apply and who meet the requirements of the job will be considered, provided that they have completed their probationary period. However, when interviews and/or tests are used as part of the selection process, only the top ranked candidates will be interviewed and/or tested.
- (c) Upon request, unsuccessful candidates shall have the right to a post-selection interview with the Human Resources Manager or his designate to discuss opportunities for improvement and future success.
- 28.08 All new Employees shall serve a probationary period of working 480 hours.

- 28.09 The parties agree that the purpose of a probationary period is to assess the suitability of an Employee for full-time employment with the Division and, accordingly, the Employer agrees that once an Employee has worked 480 hours at the GTAA, he/she will no longer be paid at the prevailing probationary rate of pay and will instead receive the regular wages and benefits for his or her position.
- 28.10 An Employee shall have no seniority and shall be considered temporary and on probation until he has completed his or her probationary period. The retention of a probationary Employee shall be at the sole discretion of the Employer.
- 28.11 Conflict of Interest. As far as possible, the Employer shall attempt to ensure that there is no conflict of interest between any of the members of the selection board and any of the candidates.
- 28.12 Trial Period
- (a) All promotions and voluntary transfers are subject to a ninety (90) calendar day trial period.
  - (b) Conditional upon satisfactory performance, an Employee shall be appointed to the position after the trial period.
  - (c) During the trial period, if the Employee proves to be unsatisfactory in the new position or if the Employee wishes to revert to their former position, the Employee shall be returned to either their former position, or an equivalent position and rate of pay without loss of seniority. Any other Employee who has been promoted or transferred because of the rearrangement of positions may also be returned to their former position and rate of pay without loss of seniority.
- 28.13 (a) The nature of the relationship between the Employer and its client necessitates that individual Employees be acceptable to the client at the workplace to which they are assigned. Where a client considers the Employee to be unsuitable, either on initial assignment, or at any subsequent time, and the client puts its concern in writing to the Employer, the Employer shall review the concerns of the client and try to reconcile the situation.

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

- (b) Where no reconciliation is possible and the client's position does not constitute just cause as per Article 26, the Employer shall attempt to transfer the Employee to the first position available that is acceptable to the Employee. Should a position not be available, or the Employee does not find the position offered acceptable, he or she will be subject to the layoff procedure.

## **ARTICLE 29 - GRIEVANCE PROCEDURE**

- 29.01 The Employer and the Union agree that discussions should occur between Employees, Union representatives and Employer representative when problems or differences arise in an attempt to resolve problems or differences. This grievance procedure is not intended to preclude any discussion between Employees, Union representatives and Employer representatives.
- 29.02 If any difference concerning the interpretation, application, operation or any alleged violation of the Agreements arises between the Employer and or 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 brought by the Union involving the interpretation, application, operation or any alleged violation of the agreement must have the approval and support of the bargaining agent.
- 29.03 The time limits set out in the grievance procedure are mandatory and not discretionary. In calculating time limits, Saturdays, Sundays and holidays shall be excluded. If the time limits set out in Complaint Step 1, Step 2, or Step 3 of the grievance procedure are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing , to extend the time limits.
- 29.04 If the Employer fails to meet a time limit, the Union at its option, may either advance the grievance to the next step or await the Employer's response, in which case no time limit shall apply against the Union until it has received the Employer's response.
- 29.05 Employee(s) shall have the right to be represented at any step of the grievance procedure. At either complaint Step 1 or Step 2, the Employer representative may be assisted by a Human Resource representative or designate. The Union shall be given full opportunity to present evidence and make representations throughout the grievance procedure.
- 29.06 The Employee shall be advised by the Employer of his/her right to have a Union representative present at any disciplinary meeting or at any meeting held with bargaining unit Employee(s) to investigate alleged misconduct of the Employee(s).

### **Steps of the Grievance Procedure**

#### **Step 1: Complaint Stage**

Where possible, an employee who has a complaint shall discuss it verbally with their immediate supervisor or designate either alone or, at the request of the employee with the assistance of a Public Service

Alliance of Canada Representative. In the event that the complaint is not settled in that manner, it may then become a grievance. If the immediate supervisor is the subject of the complaint then the discussion will be with the Director of Operations.

In the case of a union complaint, first, there must be discussion between a representative of the union and the Human Resources Manager or his/her designate.

Every grievance shall contain a concise statement of the problem with a specific redress request. It will also make reference to at least one article in the collective agreement.

No grievance shall be defeated at any step of the procedure, by reason of a technical error in the descriptive wording of the grievance. If the grievance fails to comply with the above requirements, the Employer Representative shall return the grievance to the employee or his/her representative, who shall be granted an additional five (5) working days to re-file the grievance in conformity with this Article.

Within twenty (20) calendar days following the above discussion if the matter is not resolved to the satisfaction of the Employee(s), or the Union then the Employee(s) and or the Union may submit a grievance to the Director of Operations.

Within ten (10) days of the receipt of the complaint the Director of Operations or his/her designate shall meet with the union and the grievor and provide a written response to the Employee(s) and the Union representative.

- Step 2: If a satisfactory settlement has not been obtained at step 1 the Employee(s) and or the Union representative may within ten (10) calendar days of the receipt of the Employer's decision transmit the grievance in writing, including the redress requested, to the Human Resources Manager or his/her designate who shall call a meeting and render a decision within ten (10) calendar days of the receipt of the grievance.
- Step 3: If the grievance is not satisfactorily settled under Step Two, then the grievance may be referred to arbitration, within thirty (30) calendar days of the expiry of the time limits set out in Step Two.

The Employer and Union shall make every effort to agree on the selection of the Arbitrator within twenty (20) calendar days after the party requesting arbitration has delivered written notice of submission of the dispute to arbitration.

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

The Arbitrator shall have all the powers vested in him/her by the Ontario Labour Relations Act including, in the case of discharge or discipline, the power to substitute for the discharge or discipline such other penalties that the arbitrator deems just and reasonable in the circumstances, including compensation for lost income and benefits.

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

Each party shall bear one-half (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:

- (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) whenever 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 summary 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, unless either party attempts to file a grievance that involves the same issue or subject matter that has been decided.
- (f) Such decisions may not be used to alter, modify or amend any part of the Collective Agreement, nor should any decision be incompatible with the provisions of the Collective Agreement;
- (g) Such decisions from the expedited format shall be final and binding upon the Parties.

## ARTICLE 30 - SHIFT SCHEDULES

The parties agree in principle to the development of a shift schedule which regularly provides for 80 hours in a two week period for full-time Employees.

The parties further agree to convene a committee composing of 3 members of the management team and 3 bargaining unit members to develop an acceptable schedule. The committee's mandate shall include completion of an acceptable schedule within 90 days of ratification of the collective agreement.

- 30.01 (a) Where rotational shifts exist, all Employees in the relevant department will, subject to operational requirements, be required to work such shifts.
- (b) Opportunities for extra hours shall be offered to Employees in an equitable manner.
- (c) Hours of work shall be from 0000hours Sunday to 2359 hours Saturday.
- (d) Should the schedule arrived at appear unsatisfactory or unworkable to either party, representatives of the parties shall meet to assess the nature of the problem and, if necessary, the committee will be reconvened to review and make adjustments to the schedule where necessary.
- (e) If the joint committee fails to develop an acceptable schedule within 90 days, either party shall have the right to request an extension of no more than 30 days in order to seek assistance.
- 30.02 (a) The existing work schedules for Employees covered under this Agreement shall be continued, until such time as the new schedule is developed.
- (b) Work schedules shall be posted on the Bulletin Board fifteen days in advance of the shift.
- (c) Where a shift is changed within the fifteen day period the Employee shall be entitled to receive a make-up shift that will be scheduled at a mutually agreed upon time, but, in any event, will be rescheduled within sixty (60) days. If the schedule does not provide an opportunity for a make-up shift, during the sixty days, the Employee will be paid for the missed shift.
- 30.03 Extra Hours Provisions:
- (a) Extra hours shall be distributed first to employees who are hired as spares.

Where no Spare Board Employee is available

- (b) Full time Employees who wish to work available additional hours shall advise their Site Supervisor in writing indicating those days and times they can be available for such additional hours.

- (c) Employees who have indicated their willingness and availability and are qualified will receive the following preferential consideration for additional hours which become available.
- (d) In the offering of extra hours to Employees, every effort shall be made to distribute the available work as equitably as possible among
  - (i) Spares
  - (ii) The willing Full Time Employees
  - (iii) Spares shall be offered the first opportunities at the extra hours to a maximum of 40 hours per week
- (e) Within each Site, records shall be kept of the hours which become available; those part-time employees who were offered the available hours; the response, if any to the offer; and, the name of the employee who actually worked the hours. These records shall be retained for a minimum period of three months. Where an employee files a specific complaint or concern (citing dates and times), said records shall be made available to the employee or a Union representative to assist in resolving the complaint arising over the distribution of additional hours.
- (f) Should the method being utilized within the Site for the distribution of extra hours appear unsatisfactory, or unworkable to either party, representatives of the parties shall meet to assess the nature of the problem and, if necessary, make adjustment to the method utilized.
- (g) When a full-time opening occurs, the most senior spare will be given the option of transferring to the full-time list.

#### 30.04 Rest and Meal Periods

- (a) The Employer will provide a minimum of two (2) rest periods of fifteen (15) minutes each 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) A paid meal period shall be normally of a duration of one-half hour. Alternate duration's are possible, upon mutual consent of the Employer and the Employee.

## **ARTICLE 31 - OVERTIME**

- 31.01 Overtime will be payable in accordance with the Ontario Employment standards Act and will be payable at a rate of one and one half times the Employee's regular rate for each hour worked in excess of eighty eight (88) hours in each pay period.
- 31.02 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.

31.03 The Employer will make every reasonable effort to offer Employees overtime hours as equitably as possible among willing Employees.

The overtime allocation is to be reviewed by the local Union and local management every six months to ensure equitable distribution of overtime hours.

## **ARTICLE 32 - REPORTING, CALL-BACK AND STANDBY PAY**

32.01 Where an Employee reports for work on any day as required by the Employer, for which the Employer is paid;

- (a) at least the minimum hours for which the Commissionaire is entitled to be paid (i.e. Pay for four (4) hours),
- (b) if longer than four (4) hours, the entire period the Commissionaire is required to be at the work site.

The Commissionaire shall be paid either the minimum of four (4) hours pay, or for the actual number of hours worked.

32.02 (a) If an Employee is called back to work and returns to work on a day designated as a paid holiday which is not the Employee's scheduled day of work, the Employee shall be paid the greater of:

- (i) a minimum of hour (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, 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.

32.03 (a) Where the Employer requires an Employee to be available on standby during off-duty hours, an Employee shall be entitled to a standby payment of one hours pay at the regular rate for each eight (8) consecutive hours or portion thereof that he/she is on standby. This rate is doubled if the standby is required on days of rest or Statutory Holidays.

(b) An Employee on standby who reports for work shall be paid, in addition to the standby pay, compensation in accordance wit the Call-Back Provisions of this Article.

32.04 An employee designated for standby 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 standby, the Employer will provide for the equitable distribution of standby duties.

32.05 The Employer agrees that in the areas and in the circumstances where electronic paging devices are both practicable and efficient they will be provided without cost to those Employees on standby duty.

## **ARTICLE 33 - INSURANCE PLANS**

33.01 The Employer agrees to provide a Standard Benefits Plan for the provision of the following benefits:

- (a) Employee Life Insurance
- (b) Accidental Death and Dismemberment Insurance
- (c) Extended Health Care Benefits (costs shared equally between Employer and Employee)
- (d) Dental Care benefits (costs shared equally between Employer and Employee)
- (e) Bargaining unit members retiring from the Division will be eligible for a retiring allowance. To be eligible for the allowance, a member must be:
  - a. One week for each eligible year of service in excess of five years,
  - b. An additional week for each eligible year in excess of ten years, and
  - c. An additional week for each eligible year in excess of fifteen years to a maximum of 20 years.

Note: An eligible year is one in which a member has worked at least 900 hours.

- (f) Non-probationary employees are eligible to participate in the company's RSP payroll deduction plan on a fully contributory basis.

It is agreed that the Employer is not an Insurer for benefits. Coverage under the Standard Plans is subject to the terms and conditions of the insurance policies which provide the benefits specified. Any disputes concerning entitlement to benefits under (c) and (d) may be subject to the arbitration procedure. Disputes concerning entitlement to benefits under (a) and (b) are not subject to the grievance procedure.

## **ARTICLE 34 - TECHNOLOGICAL CHANGE**

34.01 In this Agreement “technological change” means:

- (a) the introduction by the Employer of equipment or material of different nature or kind than that previously utilized; or
- (b) a change in the manner in which the Employer carries on the work, that is directly related to the introduction of that equipment or material.
  - (i) Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer’s operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on Employees which might result from such changes.

34.02 As far as possible, the Employer will attempt to provide the Union with as much notice as possible of any technological changes and discuss any effect it will have on Employees.

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

## **ARTICLE 35 - JOB DESCRIPTIONS**

35.01 Job descriptions for each position are included in Post Orders.

## **ARTICLE 36 - PARKING**

36.01 The Employer shall continue the present practice of providing free parking provided that the client continues to make such parking available for free to Division Employees.

## **ARTICLE 37 - SHOE ALLOWANCE**

37.01 Upon production of a receipt, the Employer shall pay a shoe allowance of \$40.00 a year for summer shoes and \$60.00 per year for winter boots. In the alternative, and upon request, the company will provide authorization to obtain boots directly from the company-recognized supplier.

## **ARTICLE 38 - UNIFORMS**

38.01 The Employer shall continue the current practice of providing uniforms with the cost to be recovered from pay

38.02 The Employer shall continue the current practise of paying \$0.11 per hour, clothing allowance, and payable quarterly. Uniforms will be worn in accordance with the Division's Dress Policy.

38.03 The Employer shall continue the past practice of paying \$20.00 a year for thermal long underwear as long as a receipt is provided.

## **ARTICLE 39 - TRAINING**

39.01 The Employer will provide on site training for job related requirements

39.02 Where on site training is not possible and training occurs off site then reasonable expenses shall be reimbursed by the Employer

39.03 Where training occurs on an Employee's day off wages will be paid at the applicable rate.

## **ARTICLE 40 - AGREEMENT REOPENER**

40.01 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 41 - TERM OF THE COLLECTIVE AGREEMENT**

41.01 This contract comes into force on August 16, 2005, and ends on December 31, 2008.

Signed at Toronto, this \_\_\_\_\_ day of the month of \_\_\_\_\_, 2006

Canadian Division of Commissionaires  
(Great Lakes Division)

Public Service Alliance  
Of Canada

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## APPENDIX A

### Wages

#### All Rates of pay

Effective 1 January 2006, an increase of \$0.35 per hour

Effective 1 January 2006, an increase of \$0.35 per hour

Effective 1 January 2006, an increase of \$0.30 per hour

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	<b>2006</b>	<b>2007</b>	<b>2008</b>
<b>Paid Rank &amp; Category</b>	<b>Pay Rate</b>	<b>Pay Rate</b>	<b>Pay Rate</b>
Cm Training	12.35	12.70	13.00
Cm Probationary	13.10	13.45	13.75
Cm Platform	14.35	14.70	15.00
CVHA Dispatcher	15.10	15.45	15.75
Terminal Supervisor	16.60	16.95	17.25
CORE II Training	12.35	12.70	13.00
CORE II Probationary	13.10	13.45	13.75
CORE II Platform Dispatcher	14.35	14.70	15.00
Peak Period Inspector	16.35	16.70	17.00
Inter-Terminal Bus Dispatch	14.35	14.70	15.00
Term Sup Client Directed	16.60	16.95	17.25
Supervisor Client Directed	17.35	17.70	18.00
TPO	15.85	16.20	16.50
Lead Hand	16.10	16.45	16.75
Court Liaison	15.85	16.20	16.50
SGT	16.35	16.70	17.00

## LETTER OF UNDERSTANDING

between

The Canadian Division of Commissionaires (Great Lakes)

and

The Public Service Alliance of Canada

### **Re: Training for Local Executives**

The union & the Employer agree that training is important for the local union executive to that end the union commits to providing training to officials of the local in grievance administration, specifically on the arbitration process, its consequences and costs.

Signed this \_\_\_\_\_ day of the month of \_\_\_\_\_, 2006

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Employer

## LETTER OF UNDERSTANDING

between

The Canadian Division of Commissionaires (Great Lakes)

and

The Public Service Alliance of Canada

### **Re: Labour Management Committee**

The parties acknowledge the mutual benefits to be derived from joint consultation and agree to form a Labour Management Committee to discuss matters of common interest.

The Labour Management Committee will meet at least once every four months, and will be comprised of no more than two representatives from Labour and no more than two representatives from Management, with the understanding that both parties may have another individual present to discuss Employment Equity issues.

Signed this \_\_\_\_\_ day of the month of \_\_\_\_\_, 2006

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Employer

## LETTER OF UNDERSTANDING

between

The Canadian Division of Commissionaires (Great Lakes)

and

The Public Service Alliance of Canada

### **Re: Employment Equity**

The Commissionaires (Great Lakes) is an equal opportunity employer and abides by the Ontario Human Rights Code and the principles espoused thereunder. The Commissionaires are committed to achieving equity in the workplace, and, to this end, agree to meet with two representatives from the Local Union at least once every four months to discuss and address equity in the workplace. It is understood and agreed that such discussions will take place during Labour Management Committee meetings.

Signed this \_\_\_\_\_ day of the month of \_\_\_\_\_, 2006

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Employer

## LETTER OF UNDERSTANDING

between

The Canadian Division of Commissionaires (Great Lakes)

and

The Public Service Alliance of Canada

### **Re: Inclusion and Exclusion of Certain Positions in the Bargaining Unit**

It is agreed between the parties that Warrant Officer positions are included in the bargaining unit.

It is further agreed between the parties that the positions of Master Warrant Officer (Training) and Master Warrant Officer (Admin/Payroll) are excluded from the bargaining unit.

Signed this \_\_\_\_\_ day of the month of \_\_\_\_\_, 2006

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Employer

## LETTER OF UNDERSTANDING

between

The Canadian Division of Commissionaires (Great Lakes)

and

The Public Service Alliance of Canada

### **Re: Inclusion of New Units in Present Bargaining Unit**

It is agreed that in the event that the Union is certified by the Ontario Labour Relations Board as the Bargaining Agent for Commissionaires (Great Lakes) in the Regional Municipality of Peel (excluding Commissionaires employed under contracts with the Federal Governments and Agencies), the Union and the Employer agree that rather than having multiple bargaining units, the newly certified Commissionaires shall be included together in the same bargaining unit with the terms and conditions to be negotiated between the Union and the Employer.

Signed this \_\_\_\_\_ day of the month of \_\_\_\_\_, 2006

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Employer