

COLLECTIVE AGREEMENT

BETWEEN:

**THE CANADIAN CORPS OF
COMMISSIONAIRES,
N.B. & P.E.I. DIVISION, INC.**

(“Employer”)

AND:

**PUBLIC SERVICE ALLIANCE OF
CANADA**

(“Union”)

(LOCAL 90140)

Expires: March 31, 2009

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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 Employer, the Union 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.
- 1.03 **The** parties recognize that the Employer is a not for profit corporation with a mandate to provide meaningful employment opportunities to former members of the Canadian Forces and the Royal Canadian Mounted Police. Other members of the community are offered employment opportunities to support this mandate from time to time.
- 1.04 Further, the Union recognizes that the Corps client's satisfaction with the Employer and the employees is an important factor in advancement of the wellbeing, size and growth of the Corps **as** a service provider.

Article 2 – Definitions

- 2.01 “Employer” means The Canadian Corps of Commissionaires, N.B. & P.E.I. Division, Inc.
- 2.02 “Local Union Representative” means an employee of the Employer who is elected or appointed **as** a Local Union Representative.
- 2.03 “Local Union” means Public Service Alliance of Canada, Local 90140.
- 2.04 “Union” means the certified bargaining agent **as** of December 23, 2004, the Public Service Alliance of Canada.
- 2.05 “Union Representative” means a person who is not an employee of the Employer who is elected or appointed to represent the Public Service Alliance of Canada.

Article 3 - Management Rights

- 3.01 Exercising Management Rights: Except **as** provided specifically herein, nothing in this Agreement shall limit the Employer in the exercise of its function of Management, and Without restricting the generality of the foregoing, the

Employer specifically reserves the absolute right to operate and manage its affairs and facilities, including the right to hire; *the* right to discipline and discharge employees for just cause; determine job content; assign and schedule work; establish methods, processes and means of performing work; assess the performance of work by employees; design and implement training programs; determine the number of employees to be employed, the duties to be performed and establish and enforce policy and procedures **as** appropriate.

- 3.02 The rights set forth in this Article **and** those otherwise retained **by** the Employer shall be exercised in conformity with the provisions of this Agreement reasonably, fairly, in good faith and without discrimination (**as** defined in this Collective Agreement).

Article 4 – Recognition and Bargaining Unit Work

- 4.01 The Canadian Corps of Commissionaires, N.B. & P.E.I. Division, Inc. recognizes the Public Service Alliance of Canada as the sole and exclusive bargaining agent for all employees of the Division described in the Certification Order issued by the Board dated December 23, 2004 for all Commissionaires of The Canadian Corps of Commissionaires, N.B. & P.E.I. Division, Inc. in the Province of Prince Edward Island, excluding the position of Area Manager.
- 4.02 The parties agree that persons employed **as** Site Supervisors are responsible and accountable for all their historical and current job functions. These may include monitoring and reporting functions and implementation of Employer policies relating to scheduling, **hiring** and termination, performance management, discipline, day to day client relations, leave approval, staffing levels, approval of hours worked and similar functions. It **is** agreed between the parties that during the term of this Collective Agreement, the Employer will not challenge the **status** of Site Supervisors **as** members of the Bargaining Unit; nor will the Union challenge the **right** of the Employer to assign the Site Supervisors their historical and current job functions, including those enumerated herein.
- 4.03 **Performance of Bargaining Unit Work:** Persons **who** are not in the bargaining unit shall not perform any work which is included in the bargaining unit except in the case of training or instruction of bargaining unit employees, when bargaining unit employees are not readily available by call in, and in situations where safety or security could be compromised or any other such emergencies. The Local Union shall be advised in such emergencies.

Article 5 - Union Representation

- 5.01 The Employer acknowledges the right of the Local Union to appoint or otherwise select employees **as** representatives.

- 5.02 The Union shall notify the Employer in writing of the names, positions and jurisdiction of its Local Union Representatives.
- 5.03 A Local Union Representative shall obtain the permission of the Employer before leaving his/her work to investigate employee complaints, or process a grievance or undertake any other union business during working hours, only when it is not practical to conduct such meetings outside working hours. Such permission shall be dependant on operational requirements and will not be unreasonably withheld.
- 5.04 Where practical, when the Employer requests the presence of a Local Union Representative at a meeting, such request will be communicated to the employee's supervisor.

Article 6 - Access to Site

- 6.01 Since the Employer does not own or control the worksite, the Employer will allow a three ring binder in lieu of a Local Union notice board, or such other arrangement that may be adopted that satisfies the need of the Local Union to communicate with employees.
- 6.02 A duly accredited representative of the Local Union shall be permitted access to the worksite at a convenient time with prior approval of the Employer, which approval shall be dependant on operational requirements and will not be unreasonably withheld, to assist in the resolution of a complaint or grievance and to attend meetings called by the Employer with the Local Union.

Article 7 – Employee Orientation

- 7.01 The Employer will advise all new employees that the Union is the certified bargaining agent for all employees in the bargaining unit and shall provide the new employee with the name and telephone number of their Local Union Representative(s).

Article 8 - Check Off

- 8.01 Subject to the provisions of this Article, the Employer, as a condition of employment, will deduct an amount equal to the membership dues from the pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect to any monthly period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from such salary. All employees, as a condition of their continued employment,

shall become and remain a member in good standing of the Union, subject to Section 95 of Canada Labour Code, amended where applicable to refer to the PEI Labour Act. Such membership shall begin on initial date of employment.

- 8.02 For the purpose of applying this Article, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month to the extent that earnings are available.
- 8.03 The Union shall inform the Employer, in Writing, of the amount of dues to be checked off for each employee.
- 8.04 The amounts deducted in accordance with Article 8.01 shall be remitted to the Comptroller of the Union by cheque no later than 28 days from the last pay in the preceding month and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 8.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.
- 8.06 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.
- 8.07 The Employer shall provide to the Union, on an annual basis, a complete list of all persons employed by the Employer in the bargaining unit. 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 Union on, or as reasonably soon thereafter as possible, the date of hiring, with the names, classification, and work locations of newly appointed employees.
- 9.02 The Union agrees to supply each employee with a copy of the Collective Agreement at the employee orientation meeting. The parties agree to share equally the reasonable cost of printing the Collective Agreement.
- 9.03 Upon request of an employee, the personnel file of an employee shall be made available for his or her examination in the presence of an authorized representative of the Employer. There shall be only one personnel file for each employee.

- 9.04 The Employer agrees to provide to the President of the Local Union a copy of the Employer's current organization chart for the bargaining unit.
- 9.05 The Employer shall provide the President of the Local Union 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

Article 10 – Strike/Lockout

- 10.01 The parties agree that there shall be no strike or lock-outs during the life of this Collective Agreement.
- 10.02 In the event of a demonstration or strike by any persons, any union or bargaining unit, or in the event of a lock-out of any persons, any union or bargaining unit at the worksite(s) of any employee covered by this Collective Agreement, such employee(s) shall report to work unless prevented from reporting to work as a result of a reasonable concern (i.e. where an employee expresses a reasonable concern) for their safety in attempting to cross a picket line or demonstration and once at work shall remain on duty and shall only perform Bargaining Unit work. Where an employee expresses a reasonable concern for their safety in attempting to cross a picket line or demonstration, the employee shall immediately attempt to contact the Site Supervisor or Area Manager to report or relay such concerns and shall standby at a designated safe location which shall be located away from the picket line or demonstration and await further instructions **from** the Employer.
- 10.03 In the event the Employer does not arrange for employee(s) who report to work with safe access to the worksite, the employee will not be disciplined for failure to cross the picket line, lock-out or demonstration and will be paid their regular salary for any scheduled time not worked on that day or any subsequent day that the employee is directed by the Employer to report to work, and is still unable to gain safe access to the worksite.

Article 11 – Employee Rights: Discrimination/Harassment

- 11.01 There shall be no discrimination practiced with respect to any employee by reason of race, creed, color, sex, sexual orientation, marital status, political or religious affiliation, ethnic or national origin, family status, age, disability or membership or activity in the Union.
- 11.02 (1) The Union and the Employer recognize the **rights** and obligations contained in the *Employment Standards* Act, R.S.P.E.I. 1988, Cap. E-6.2,

sections 24-28, with respect to employee's entitlement to employment free of sexual harassment.

- (2) (a) Sexual harassment, pursuant to section 24 of the *Employment Standards Act*, means any conduct, comment, gesture or contact of a sexual nature
 - (i) that is likely to cause offence or humiliation to any employee; or
 - (ii) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- (b) General harassment means one or more incidents involving unwelcome and vexatious words or actions that might reasonably demean, intimidate or cause embarrassment to another person and has the effect of interfering with the person's work environment.
- (3) Normal or reasonable exercise of supervisory responsibilities including training, performance appraisals, counseling and progressive discipline does not constitute harassment of any kind.

11.03 The parties to this Agreement recognize that the Employer has adopted a policy with respect to sexual harassment in the workplace and agree that the following process shall operate in addition to the Employer's policy:

Reporting

- (1) **Any** employee who feels they have been subject to sexual harassment should report it immediately to any of the following: their Area Manager or the Chief Executive Officer.

Informal Resolution Process

- (2) Prior to any investigation of the matter occurring, or at any other time mutually agreed to, the Employer and the employee/Complainant, and if desired by the Complainant, a Local Union Representative, may meet, or agree to conciliation, for the purpose of attempting to resolve the matter without resorting to the Formal Resolution Process. Where no resolution is obtained, the Complainant shall have the right to pursue formal resolution pursuant to this Article.

Formal Resolution Process

- (3) The employee/Complainant may also report an incident of Sexual Harassment to the **Human** Rights Commission.

- (4) Where the process in subsection (2) has been exhausted and the matter has not been resolved, the Employer shall conduct an investigation **as** follows:
- (a) The Employer shall promptly (i.e not later than five (5) days) commence a thorough investigation of the allegations of sexual harassment, which may include conducting interviews and taking written statements from the complainant, the alleged harasser, any witness or any other persons who can add pertinent information to the investigation. All employees are expected to cooperate fully with the investigation. The Employer shall have twenty **(20)** days from the date the investigation commenced to conclude such investigation.
 - (b) The Employer may request the assistance **of** legal counsel or other outside resources in conducting the investigation or where appropriate have the investigation conducted by **an** outside resource.

Report of Investigation

- (5) Within seven (7) days **of** completion of the investigation, the Investigator shall prepare a written report **of** findings and review the Report and findings with the appropriate senior management personnel. The appropriate senior manager shall then meet with the Complainant and a Local **Union** Representative, if the employee chooses, advising that the investigation has been completed, what conclusions were reached and whether any action has been taken or what action, if any, will be taken.
- (6) If the Complainant **is** dissatisfied with the outcome of the investigation, the Complainant may, within seven (7) days of the meeting in subsection (5), with Union approval, pursue a grievance with respect to the allegation of sexual harassment under Article 26.07 beginning at Step 2, provided the reporting **of** the alleged incident of sexual harassment occurred within the time lines set out in Step 1. Grievances under this Article shall be treated in strict confidence by the Union, the employees and the Employer, in accordance with Article 11.05 hereof.

- 11.04 (1) The Employer, Union and employees agree that where an employee believes an incident of sexual and/or general harassment by a client or client representative has occurred, or where an allegation of general harassment in the workplace is made, the employee shall **file an** incident report with their Area Manager. The Employer agrees that it will investigate the matter raised in the incident report and within twenty (20) days, will meet and report back to the employee and a Local Union

Representative, if the employee chooses, about the stage or outcome of the investigation, and the action taken by the Employer, if any.

- (2) All employees are expected to cooperate fully with the investigation. The Employer may request the assistance of legal counsel or other outside resources in conducting the investigation or in assisting with the resolution of the incident.
- (3) The Employer, the Union and the employees agree that no grievance may be filed **as** a result of an incident report filed or the Employer's investigation and action taken.

Confidentiality

11.05 The reporting of the complaint of sexual and/or general harassment pursuant to this Article, the content of the report, the parties involved and all subsequent proceedings and information shall not be disclosed to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereof, pursuant to the *Employment Standards Act*, s. 27(2) (d) and (f).

Article 12 - Political Rights

12.01' The Employer shall place no restriction on the right of employees to participate **in** the political process including the right to run for office or campaign for the candidate(s) of their choice.

12.02 If **an** employee is elected to **an** office, the employee 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 either to their former position, or a similar position, if the former position is no longer in existence. The Employer will maintain seniority for the employee during such leave.

Article 13 - Designated Public Holidays

13.01 The following shall be considered public holidays:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Canada Day;
- (d) Labour Day;
- (e) Remembrance Day;
- (f) ~~Christmas~~ Day; and
- (g) Any other day prescribed **as** a paid public holiday in the *Employment Standards Act*, R.S.P.E.I. **Cap E-6.2** or any special day decreed **as** a paid public holiday on a one-time basis by the Parliament of Canada.

13.02 Public Holiday Pay: Effective April 1, 2007, whether required to work on the public holiday or not, with the first pay in January of each year, the Employer shall pay the employee three and a half percent (3.5%) of the employee's previous year's **annual** gross wages **as** public holiday pay.

Article 14- Vacation Leave

14.01 Vacation Leave Pay: Employees shall be paid 4% of gross wages **as** vacation pay. The Employer shall pay the employee the 4% of the employee's previous year's annual gross wages on the first pay in January of each year.

14.02 Effective April 1, 2008, employees with more than eight (8) years of service shall be paid ~~six~~ percent (6%) of gross wages **as** vacation pay. The Employer shall pay the employee the ~~six~~ percent (6%) of the employee's previous year's annual gross wages on the first pay in January of each year.

Article 15 - Leave for Union Business

15.01 When **an** employee requests or requires leave under the provisions of this Article the employee will provide **as** much notice **as** reasonably possible.

15.02 In the case of meetings requested by either the Employer or the Local **Union**, such meetings shall take place at a mutually agreed upon time and date.

15.03 The Employer will grant leave with pay to employee(s) called **as** a witness by an Arbitration Board before the PEI Labour Board when the **summons** to witness is requested by the Employer or the client of the Employer. The Employer will grant leave without pay to employee(s) called **as** a witness by an Arbitration Board or the PEI Labour Board when the summons to witness is requested by PSAC.

15.04 The Employer will grant leave to employee(s), to attend meetings with management on behalf of the Local Union where either party has requested the meeting or Union-Management Consultation Committee Meetings (Article 30). Such leave(s) may be cancelled if unforeseen operational requirements necessitate in which case such meetings will be rescheduled as soon **as** possible at a mutually agreeable time.

15.05 The Employer will grant, with two (2) weeks notice, leave to a maximum of two (2) employee(s) selected **as** delegates to attend Executive Council meetings and conventions of the Union and the conventions **of** the Canadian Labour Congress and conventions of the Prince Edward Island Provincial Federation of Labour.

Such leave may be cancelled if unforeseen operational requirements necessitate in which case such meetings will be rescheduled as soon as possible at a mutually agreeable time.

- 15.06** The Employer will grant leave upon reasonable notice, to a maximum of three (3) employee(s) representing the Local Union before an Arbitration Board, Conciliation Board or Alternative Dispute Resolution Process. Such leave may be cancelled if unforeseen operational requirements necessitate in which case such meetings will be rescheduled as soon as possible at a mutually agreeable time.
- 15.07** The Employer will grant leave to a maximum of three (3) employee(s) for the purpose of attending preparatory or contract negotiation meetings. For attending preparatory meetings, the Local Union will provide reasonable notice and the leave will be subject to operational requirements. Leave for preparatory meetings or contract negotiation meetings may be cancelled if unforeseen operational requirements necessitate in which case such meetings will be rescheduled as soon as possible at a mutually agreeable time.
- 15.08** The Employer will grant leave, upon reasonable notice, to an employee who is;
- (a) party to the arbitration or a hearing before the Prince Edward Island Labour Board or;
 - (b) the representative of an employee who is party to an arbitration.
- 15.09** Subject to operational requirements and reasonable notice, the Employer will grant leave to employee(s) to a maximum of three (3) employee(s) who exercise authority of a representative on behalf of the Local Union to undertake training related to the duties of a representative. Employees attending joint training (ie. Local Union and Management) or any other agreed upon training shall be considered at work during the training and shall be paid their regular pay in accordance with the Collective Agreement.
- 15.10** Recognizing that circumstances may arise whereby an employee is required to perform administrative or executive duties on behalf of the Local Union, the Employer agrees, to grant leave, subject to operational requirements and reasonable notice.
- 15.11** (a) An employee elected or appointed to a full-time office of the Union, Local Union or the Council, shall be entitled to leave without pay for the period during which he/she is elected or appointed to hold office. An employee who returns to work with the Employer after a period of leave granted under this Article, shall have the time spent on leave credited for the purposes of seniority.
- (b) Upon completion of their term or office, the Employer will make every

reasonable effort to return the employee to their former position or a similar position, if the former position is no longer in existence.

15.12 For leaves of absence taken pursuant to Article **15.03** to **15.10**, or for time spent by employees on behalf of the Local Union at Union Management Consultation Committee meetings, the Employer shall pay to the Union an amount equal to the number of cumulative hours spent by each of the employee(s) times the employee(s) regular hourly rate for time spent at the aforementioned meetings, to a maximum of three hundred and **fifty (350)** hours per year total for all employees. The Union shall provide an invoice to the Employer by the fifteenth of each month.

Article 16 – Other Leave (Without Pay)

16.01 Leave of absence without pay will be granted:

- (a) In the event of a compassionate, medical or other personal emergency.
- (b) To take an extended holiday, provided a suitable replacement is available.
- (c) For serving Reserve personnel to attend required trades advancement ~~training~~ or to accept call-outs with the Regular Force for UN or Humanitarian Duties.

16.02 Leaves of absence will not normally be granted **for** more than three (3) calendar months in a year, and may not be granted if suitable replacements are not available.

16.03 With the exception of leave for military duty, see Article **16.01** (c) above or Article **16.05**, application for leave of absence must be made at least fourteen (**14**) days in advance of the first day of absence. Failure to apply in the requisite time may result in denial of the request.

16.04 Leaves of absence will not normally be granted to take alternate employment but if the request is made in writing to the Chief Executive Officer (“CEO”) and if it is deemed that this request is for the purpose of bettering the Commissionaires’ employment opportunities then the same policies apply **as** for Reservists.

16.05 Military Duty: A maximum of eight (**8**) months leave of absence without pay may be granted to serving Reserve personnel to attend training to accept call-outs with the Regular Forces subject to:

- (a) 30-day notice to the *Corps*;
- (b) Suitable replacements being available; and

- (c) There being no financial implications for the *Corps*.
- 16.06 Employees on leaves of absence to fulfill military duties cannot be guaranteed to return to their previous site after three (3) months of absence or if a contract **is** lost but, on their **return** will be placed on the Spares List until employment becomes available.
- 16.07 Bereavement Leave: In accordance with the *Employment Standards Act*, R.S.P.E.I. 1988, Cap. E-6.2, **as** amended from time to time, **an** employee is entitled up to three (3) days unpaid leave on the death of a member of the employee's immediate family. Immediate family is considered the person to whom the employee was married or with whom the employee was living **as** husband and wife, or the employee's child, father, mother, brother or sister. The Employer will extend this unpaid leave to equivalent in-laws.
- 16.08 Family Responsibility Leave: In accordance with the *Employment Standards Act*, R.S.P.E.I. 1988, Cap. E-6.2, **as** amended from time to time, an employee is entitled up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:
- (a) The care, health or education of a child in the employee's care, or
 - (b) The care or health of any other member of the employee's immediate family.
- 16.09 Special Occasion Leave: In addition to other leaves in this Article, an employee is entitled to one day's unpaid leave from work for the following circumstances:
- (a) On the employee's wedding day;
 - (b) For the wedding of the employee's son or daughter; or
 - (c) On other occasions as directed by the CEO.
- 16.10 Pregnancy and Parental Leave: Commissionaires are entitled to pregnancy and parental leave in accordance with the *Employment Standards Act*.

Article 17 – Sick Leave

- 17.01 **An** employee who is not able to work due to illness or injury will be placed on sick leave **status** until they are able to return to work. While on leave, the employee will be entitled to job protection for a period of up to two (2) years, and upon **return** to work, will be reassigned to their former position or a comparable position if their former position no longer exists.

Article 18 - Job Security

- 18.01 Subject to the following conditions, there shall be no contracting out of bargaining unit work by the Employer.
- 18.02 No employee shall be laid off or have their hours reduced **as** a result of subcontracting of services by the Employer.
- 18.03 In the event that the Client requests additional services that the Employer cannot provide without subcontracting, the use of subcontractors will be limited to providing services in accordance with the terms and conditions of the Client's request. Full disclosure of the scope of the work to be contracted out shall be provided **as** soon **as** reasonably possible and prior to the subcontracting being undertaken.

Article 19 - Seniority

19.01 Seniority shall be calculated **as** follows:

- (a) For present employees hired prior to the date of certification, seniority will be calculated **as** of the date of hire with the Employer (non-bargaining unit time **is** included).
- (b) For all employees hired from the date of certification, seniority will be calculated **as** of the date of hire in the bargaining unit.
- (c) Seniority shall be established and commence from the employee's date of hire in accordance with (a) or (b) above upon completion of six **(6)** calendar months employment **with** the employer which shall include time worked in or outside the bargaining unit.

19.02 When two (2) or more employees commence work on the same day their respective seniority shall be determined in the following manner:

- (a) 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 Local Union.

- 19.03 A seniority list ~~as~~ described above shall contain the name and date of seniority for each employee. The seniority list shall be maintained and revised each year in January by the Employer and placed in the Local Union Information Binder (see Article 6.01), with a copy forwarded to the President of the Local Union.
- 19.04 An employee who feels that he/she is improperly placed on a seniority list shall have sixty (60) days from the posting date to file a grievance in accordance with the grievance procedure in this agreement.
- 19.05 (a) Employees permanently appointed to a position outside the bargaining unit shall retain their accrued seniority, but shall cease to accumulate, for a period not to exceed twelve (12) months from the date of appointment.
- (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 and shall retain their seniority for a period not to exceed twelve (12) months from the date of appointment/assignment. **An** employee appointed to a position outside the bargaining unit shall perform all of the duties of the position to which the employee is appointed, including reporting incidents of discipline and employee misconduct, except that the employee shall not be involved in the **hiring** process, nor shall the employee take an active role in the formal discipline process or be made privy to confidential information unless such information is necessary for the employee to perform the duties **of** the position appointed to.
- 19.06 An employee who resigns his/her position or is terminated by the Employer and within sixty (60) days is accepted for re-employment within the bargaining unit shall retain all previous rights or any benefits in relation to seniority contained in this Agreement.
- 19.07 An employee whose employment is terminated while employed in this bargaining unit and who is subsequently re-employed, shall be credited with previous seniority in the bargaining unit after accumulating a further two (2) consecutive years of seniority in the bargaining unit.
- 19.08 An employee shall lose his/her seniority and ceases to be **an** employee in the event that the employee:
- (a) Is terminated for just and sufficient cause and is not reinstated **by** an Arbitrator under the grievance procedure.
- (b) Resigns his/her employment **in** writing.
- (c) Is laid off and not working at another job and fails to return to work within three (3) days after he/she has been notified by **registered** mail to the last

known address by the Employer, or is notified by any other means. However, if the employee is working at another job during the period of the lay off such employee upon being notified to return to work by registered mail or any other means shall return to work with ten (10) days of being notified to return to work.

- (d) Works for a competitor in the security service industry while on leave from employment with the Employer without the written approval of the Employer.
- (e) Is laid off in accordance with this Agreement for twenty-four (24) months or longer.
- (f) At any point in his/her employment is not bondable or fails to obtain appropriate employment clearances imposed by government agencies from time to time and are unable to secure such bonding or appropriate employment clearances within a reasonable period of time.

Article 20 - Employee Review and Employee Files

- 20.01** When a formal assessment of an employee's performance is made, the employee concerned must be given **an** opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- 20.02** Subject to Letter of Understanding #1, where **an** employee's performance is being evaluated, the Employer shall 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.
- 20.03** Subject to Letter **of** Understanding #1, the purpose of the formal assessment is to measure an employee's work performance against established objectives given in advance in writing to the employee prior to the assessment period, to develop a plan of **action** with scheduled review periods in cases where **an** employee is assessed **as** not meeting the objectives. The evaluation document does not comprise disciplinary action **as** enumerated at Article 23.

- 20.04 Prior to a formal assessment of an employee's performance the employee shall be given:
- (a) the evaluation form which will be used for the review;
 - (b) any written document which provides instructions to the person conducting the review;
 - (c) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.
- 20.05 An employee has the right to make written comments to be attached to the performance review form.
- 20.06 On the request of an employee, his or her personnel file, or specified documents **from** the file, shall either be made available for his or her examination in the presence of **an** authorized representative of the Employer or copies provided. The Employer will respond to the request **as soon as** reasonably possible and in no case more than thirty days.
- 20.07 The Employer shall maintain one (1) personnel file for each employee. There shall be no disciplinary report or other document, relating to an employee's conduct or performance placed on **that** file unless **a** copy of the report or document **has** been given to the employee in accordance with Article 23.

Article 21 - Pay Administration

- 21.01 Employees shall be paid on a bi-weekly basis at the rate of pay to which he or she is entitled to in accordance with Appendix A.
- 21.02 An employee shall be paid the hourly rate prescribed for the position(s) at which he or she is employed.
- 21.03 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. **An** employee appointed to a position outside the bargaining unit **shall** perform all of the duties of the position **to** which the employee is appointed, including reporting incidents of discipline and employee misconduct, except that the employee shall not be involved in the **hiring** process, nor **shall** the employee take **an** active role in the formal discipline process or be made privy to confidential information unless such information is necessary for the employee to perform the duties of the position appointed to.

21.04 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 the acting pay (at the same rate of pay paid to the position being replaced) beginning from the first hour at which he or she commenced to act.

Article 22 - Travel Time, Scheduling and Expenses

22.01 Employees traveling for the purpose of conducting business on behalf of the Employer will be reimbursed for reasonable expenses incurred. The Employer agrees to provide advances for an employee where the total anticipated cost exceeds fifty dollars (\$50.00).

22.02 Employees will be reimbursed under Article 22.01 at rates not **less** than the standard rates established by The Canadian **Corps** of Commissionaires, N.B. & P.E.I. Division, Inc., **as** amended from time to time, and published by Headquarters which rates are currently **as** follows:

Mileage	\$00.41/km
Meals	\$15.00 Breakfast
	\$20.00 Lunch
	\$35.00 Supper
	\$5.00 Incidental

Hotels **As** arranged by Employer

22.03 Time spent in transit to and from an approved destination beyond what an employee would normally travel to his or her workplace on behalf of the Employer shall be treated **as** time worked.

22.04 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.

22.05 All travel expenses are to be treated **as** non taxable items in accordance with the *Income Tax Act*.

Article 23 – Suspension & Discipline

23.01 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 discipline of that employee, the employee must be informed of their right to Local Union Representation and the meeting terminated. In the event the employee requests Local Union Representation, a discipline investigation meeting will be scheduled

as soon **as** practically possible after the employee has the opportunity to obtain and consult with Local Union Representation.

- 23.02 (a) Where an employee is required to attend a meeting, the purpose of which is to conduct a discipline investigation the employee is entitled to have, at his/her request, a Local Union Representative attend the meeting. Where practical, the employee shall receive a minimum of forty-eight **(48)** hours notice of such a meeting and written notice (including reasons) of such a meeting.
- (b) Where 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 Local Union Representative attend the meeting. Where practical, the employee shall receive a minimum of twenty-four **(24)** hours notice of such a meeting and shall be advised that the purpose **of** the meeting is to impose discipline.
- 23.03 No employee will be disciplined without just cause. Where an employee is disciplined in accordance with Article 23.02**(b)**, or suspended pending investigation, the Employer undertakes to notify the employee in writing of the reason for such discipline or suspension pending investigation where practical and no later **than** seventy-two (72) hours from when the discipline **was** imposed or the suspension pending investigation.
- 23.04 Discipline shall be imposed in a timely manner. An employee shall be made aware of all disciplinary notations or reports that have been placed on the employee's file. Where the employee **has** not been made aware of such a notation or report within fourteen **(14)** days of the assessment of discipline, then no such notation or report shall be introduced as evidence **in** a hearing relating to disciplinary action. **An** employee shall receive a copy of any disciplinary report or written reprimand placed on the employee's file. In the event a disciplinary matter **is** referred to arbitration, both parties shall exchange all documents which shall be used at the hearing by agreement prior to the date of the hearing, and if any document **is** sought to be used by either party which has not been exchanged prior to the date of the hearing, then the receiving party shall have such reasonable time **as** an Arbitrator shall determine for the purposes of reviewing the document and responding to same in the hearing. It is understood that both parties will act reasonably in the agreement on the exchange date of documents.
- 23.05 If an employee files a grievance related to a disciplinary action taken by the Employer pursuant to this Article, the Employer may at its discretion postpone the disciplinary action until the grievance is resolved.

23.06 Where progressive discipline is appropriate, the types of disciplinary action to be considered shall be:

Informal:

- Oral reprimand

Formal:

- Written reprimand
- Suspension
- Termination

23.07 In cases of written reprimand, suspension or termination, the Employer shall provide the Local Union President with a written record of any disciplinary action taken against the employee including the reason(s) for the disciplinary action. At the employee's request a copy of the related written report shall be forwarded under confidential cover to the Local **Union** President.

23.08 Any document or written statement related to the disciplinary action, which may have been placed on the personnel file of an employee shall not be relied upon by the Employer after eighteen (**18**) months **has** elapsed since the discipline action was taken providing that no further discipline action has been recorded during this period.

23.09 Grievances relating to suspension or termination shall be filed at Step 2 **of** the grievance procedure.

23.10 Employees who, in good faith, raise a concern or report any clear or suspected illegal, unethical or improper acts or activities, including abuse of office, shall not be disciplined nor adversely affected as a result of reporting the violation.

23.11 Normally the Employer will not suspend an employee until the investigation is complete and a discipline meeting is held in accordance with Article **23.02(b)**, however, in exceptional circumstances an employee may be suspended without pay pending investigation. In the event an employee is suspended without pay pending investigation any discipline that is rendered must **be** assessed **as** soon **as** possible but no later than seven (**7**) days after the employee **has** been suspended. In the event **an** employee is suspended without pay and the employee is not disciplined, such employee shall be made whole. If discipline is assessed, the Employer shall take into account the period the employee **was** suspended without **pay**.

Article 24 – Health & Safety

- 24.01 The Employer has the primary responsibility for ensuring that safe conditions prevail **within** the workplace, to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees.
- 24.02 The Union, in cooperation with the Employer, will encourage employees to work in safe manner and will promote a safe and healthy work environment.
- 24.03 The Employer and the Union agree that work practices shall be governed by the Prince Edward Island *Occupational Health and Safety Act*, its regulations, and this Collective Agreement and any other safe work procedures which the Employer has developed in consultation with the Union Management Consultation Committee, which shall have occupational health and safety issues **as** a standard agenda item.

For purposes of clarity, at any of the Client's worksites, if an employee has a lawful occupational health and safety concern, that concern should be raised with the Employer, who will attempt to resolve the concern with the assistance, if necessary, of the Area Manager, and if not able to do so, the issue may be referred to the Union Management Consultation **Committee**.

- 24.04 The Employer and the Union share a common intent and desire to ensure that **all** employees are made aware of their rights and obligations with respect to health and safety as contained in the PEI *Occupational Health and Safety Act* and its regulations **as** well as in this Collective Agreement and in the safe work procedures of the referenced in Article 24.02 of this Agreement.
- 24.05 **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,
 - (b) **a heart** attack or other serious ailment which occurs on the job.

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

- 24.06 The Employer will pay the cost of training employees for the required Emergency First Aid and CPR training. Current certificates covering Emergency First Aid and CPR will be provided to employees.
- 24.07 Any right or benefit not stipulated in this Article and conferred on the employees of the Employer by any legislation or regulation applicable to the parties in

connection with health, safety or the environment of the workplace is an integral part of this Article.

- 24.08** The Employer shall provide the employee with immunization against communicable diseases where there is a risk of incurring such diseases in the performance of their duties and at no cost to the employee.
- 24.09** Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, satisfactory to the employee, 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.
- 24.10** The Employer shall provide protective clothing and equipment that are required in the performance of the employee's duties at no cost to the employees. Where protective clothing is supplied, the Employer agrees to furnish, replace or repair any such damaged clothing at no cost to the employee.

Article 25 – Staffing Procedures

- 25.01** The Employer shall post all full time permanent vacancies (forty **(40)** hours per week) and level promotion opportunities within **a** specific **job** site. **The** posting shall be placed in the **Local** Union Information Binder or communicated in such other method agreed to by the Union Management Consultation Committee. The posting shall be forwarded to the Local Union President for information prior to the posting. Employees at the site who wish to be considered for the position posted shall advise the Employer in writing of such desire.
- 25.02** All postings shall be open to all employees working in the specific worksite. In the event no candidate meets the posted requirements **of** the vacancy, the Employer may appoint **an** individual from outside the worksite and/or bargaining unit. Once the Employer hires a Human Resources person, if no candidate is found within a specific worksite to meet the posted requirements of the vacancy, then the Employer shall post the vacancy at all bargaining unit worksites and shall process all applications received in accordance with this Article. In the event no candidate meets the posted requirements of the vacancy, the Employer may appoint an individual from outside the bargaining unit. In the event the vacancy is filled with an employee from another worksite, which creates a full time permanent vacancy (**40** hours per week) at that worksite, the Employer shall post that vacancy in accordance with this Article. It is understood that if a second vacancy of a full time permanent position (**40** hours per week) is created by filling the posted vacancy with **an** employee from another worksite, that vacancy shall be posted in accordance with this Article, but any subsequent vacancies which may be created **as** a result of filling the second posted position shall be filled by the Employer without further postings.

25.03 The posting shall be for a minimum of forty-eight (**48**) hours and the posting shall indicate the closing date for employees to provide the Employer with expressions of interest.

25.04 The posting shall indicate the number of hours of work and the salary of the job opportunity and reference the job site post orders.

25.05 (a) All non-probationary employees who apply for a job opportunity shall be considered to be candidates in the selection process.

(b) The candidates for the job opportunity will be evaluated according to the job site post order requirements and such other written criteria that are related to the standards of the Employer and the duties of the job to be performed. The job opportunity will be awarded based on that evaluation. However, where two (**2**) or more candidates are equal, the candidate with the greater (or earliest) seniority will be first offered the appointment to the job opportunity.

The candidates shall normally be advised within forty-eight (**48**) hours of the results of the competition and the name of the successful candidate shall be placed in the Local Union Information Binder.

25.06 Where the Employer determines that interviews are necessary, all candidates who meet the posted requirements of the job opportunity shall be interviewed.

25.07 The parties agree that the purpose of the six (**6**) month probationary period is to assess the suitability of an employee for continued employment with the Employer. The assessment of the probationary employee shall be conducted in a fair and reasonable manner. During the probation period an employee will have their performance discussed and reviewed with them at least once. The retention of a probationary employee shall be at the sole discretion of the Employer.

25.08 Trial Period.

(a) Successful candidates shall be subject to a trial period of thirty (**30**) working days.

(b) **During the** trial period, if the employee proves to be unsatisfactory in the new position, the employee shall be returned to either the former position or an equivalent position and rate of pay without loss of seniority.

Article 26 - Grievance Procedure

26.01 The Employer and the Union agree that discussions should occur between employees, Local Union Representatives and Employer representatives 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, Local Union Representatives and Employer representatives.

- 26.02 If any difference concerning the interpretation, application, operation or alleged violation of the Agreement arises between the Employer and the Union, or between the employee(s) and the Employer, it shall be processed according to the following grievance procedure. Nothing in this provision deprives employee(s) of any rights or remedies to which they are entitled in any legislation. Grievances involving the interpretation, application, operation or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, must have the approval and support of Union before being filed.
- 26.03 The time limits set out in the grievance procedure are mandatory **and not** directory. In calculating time limits, Saturdays, Sundays, and designated paid holidays pursuant to Article 13 of this Agreement shall be excluded. If the time limits set out in Complaint Step, 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.
- 26.04 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.
- 26.05 Employee(s) shall have the right to be represented by a Local Union Representative at **any** step of the grievance procedure. At either the Complaint Step or Step 2, the Employer representative may be assisted by a Human Resource or other representative. The Local Union shall be given full opportunity to present evidence and make representations in the grievance procedure. The employee(s) and the Local Union Representative shall be able to attend such meetings without loss of pay.
- 26.06 The employee shall be advised by the Employer of their right to have a Local Union Representative present at any disciplinary meeting or at any meeting or discussion held to investigate alleged misconduct of the employee(s).
- 26.07 **Steps of the Grievance Procedure**

STEP 1: Complaint:

Within twenty five (25) days of the date upon which the employee did become, or ought reasonably to have become, aware of the matter giving rise to the complaint, the employee(s) and/or the Union may submit a written complaint to the CEO of the Corps.

Within ten (10) days of the receipt of the complaint the Employer representative shall meet or discuss with, and provide a written response to, the employee(s) and the Local Union representative.

STEP 2:

If a satisfactory settlement **has** not been obtained under the complaint, the employee(s) and or the Local Union Representative may, with the concurrence of Union, within ten (10) days of the receipt of the Employer's decision under the Complaint Step render a grievance in writing, including the redress requested, to the CEO. The CEO shall call a meeting, either in person or by telephone conference call, with the employee(s) and the Local Union Representative and render a decision **within** ten (10) days **of** the receipt of the grievance.

STEP 3:

If the grievance is not satisfactorily settled under Step Two then the grievance, including any question **as** to whether a matter is arbitrable, may be referred to Arbitration, or Expedited Arbitration, **within thirty (30)** days of the expiry of the time limits set out in Step Two.

26.08 Arbitration

- (a) **COMPOSITION OF BOARD OF ARBITRATION** – When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing and delivered to the other **party** to the Agreement indicating the name of its nominee on **an** Arbitration Board. If it **is** mutually satisfactory to both parties, a single arbitrator may be used. Otherwise, within ten (10) days thereafter, the other party shall respond by indicating the name and address of its nominee to the Arbitration Board. The two nominees shall then **consult** to select **an** impartial Chairperson. If further time is requested, it shall be mutually agreed upon.
- (b) **FAILURE TO APPOINT** - If the recipient of the notice fails to appoint a nominee or if the two nominees fail to agree upon a Chairperson **within** fourteen **(14)** days of their appointment, the appointment shall be made by the Minister responsible for Labour, upon request by either party.
- (c) **ARBITRATION PROCEDURE** - The Board of Arbitration may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the issue **raised** in the grievance, including any question **as** to whether a matter is arbitrable, and render a decision **within** forty-five **(45)** days from the time the Chairperson is appointed.

- (d) **DECISIONS OF THE BOARD** - The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall not be incompatible with the provisions of this Agreement, and shall be final and binding and enforceable on **all** parties, but in no event shall the Board **of** Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions.
- (e) **DISAGREEMENT ON DECISION** - Should the parties disagree **as** to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision. The Board shall reconvene (by conference call if agreed by the parties) as soon as conveniently possible.
- (f) **EXPENSES OF THE BOARD** - Each party shall pay:
 - (1) The fees and expenses of the nominee it appoints.
 - (2) One-half the fees and expenses of the Chairperson.
- (g) **AMENDING TIME LIMITS,-** The time limits prescribed for the arbitration procedures **may** be extended **by** consent of the Union and Employer.
- (h) Article 26.08 applies with necessary changes to arbitrations which the parties to this Agreement agree to hold before a single arbitrator.

26.09 **Expedited Arbitration**

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

- (a) Grievances agreed to be referred to expedited arbitration must be scheduled to be heard within (90) ninety days from the date **of** referral, unless otherwise mutually agreed to by the parties. The Board shall be a single arbitrator agreed to by the parties within ten (10) days of the date of referral.
- (b) In recognition of the expedited process, where reasonably possible and without sacrificing the need for both parties to have a full and fair presentation of their respective positions before the arbitrator, the parties will proceed by way of agreed statement of facts or admissions to minimize the use of witnesses.
- (c) Where possible the arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief statement of reasons for the

decision and shall deliver in writing to the parties a written confirmation of the reasons given within ten (10) days of the date of the hearing.

- (d) The decision of the arbitrator shall not constitute a precedent.
- (e) The arbitrator may determine its own procedure, shall not be able to change, alter, amend or modify any part of the Collective Agreement, nor shall the decision be incompatible with any provision of the Collective Agreement.
- (f) The decision of the arbitrator shall be final and binding and enforceable on the parties. Should the parties disagree as to the meaning or application of the decision to the grievance, either party may apply to the arbitrator to convene a conference call **as soon as** conveniently possible to clarify the decision.
- (g) Each party shall pay one half (1/2) of the fees and expenses of the arbitrator.

Article 27 – Hours of Work, Including Rest Periods, Meal Periods and Days of Rest

- 27.01 The Union recognizes the hours of work are determined by contractual obligation between the Employer and the Client.
- 27.02 Hours of work shall be from 00:00 hours Friday to 23:59 hours Thursday. Worksite schedules shall be posted in the work site Local Union Information Binder fourteen (14) days in advance of the shift where possible.
- 27.03 On a site-by-site basis, opportunities for extra hours shall be offered to qualified employees provided the offering **of** extra hours does not result in overtime pay which the Client has not authorized.
- 27.04 After work schedules have been developed **as** per Article 27.02, such schedules shall not be changed unless operational requirements necessitate, in which case when reasonably possible two (2) weeks notice will be given to the Local Union and employees affected.

Article 28 - Overtime

- 28.01 It is the intent of the Employer that work shall be allocated in manner that avoids incurring overtime which has not been authorized by the Client.

- 28.02 In accordance with the *Employment Standards Act*, all hours worked in excess of forty-eight (48) hours in a work week shall be paid at the overtime rate of one and one half times (1 ½) the employee's regular rate of pay.
- 28.03 All overtime must be approved in advance by the Employer.
- 28.04 Subject to operational requirements, the Employer shall make every reasonable effort to allocate overtime work on an equitable basis to readily available qualified employees.
- 28.05 There shall be no duplication or pyramiding hours worked for the purposes of computing overtime or other premium payments.

Article 29 – Reporting and Call-Back Pay

- 29.01 Where an employee reports for work on any day as required by the Employer, the employee shall be paid either the minimum of three (3) hours pay, or for the actual number of hours worked, whichever is greater.
- 29.02 (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 three (3) hours pay at the statutory holiday premium rate, or
 - (ii) compensated 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 three (3) hours pay at the regular rate, or
 - (ii) compensated for actual hours worked at the regular rate.
- 29.03 There shall be no standby required during the term of this Agreement.

Article 30 – Union Management Consultation Committee

- 30.01 The parties acknowledge the mutual benefits to be derived from good faith consultation.
- 30.02 Establishment of Committee: A Union Management Committee shall be established consisting of up to three (3) Local Union Representatives and up to

three (3) Employer representatives. The Committee shall enjoy the full support of both parties.

30.03 Where agreed between the Chairpersons, the parties shall be able to utilize the assistance of outside resource persons at their committee meetings.

30.04 Function of Committee: Where mutually agreeable, the Committee shall have the authority to consider the following general matters:

- (a) Improving service delivery to the clients of the Corps;
- (b) Considering constructive criticisms of the workplace so that better relations can exist between the Employer, the Union and the employees;
- (c) Increasing operating efficiency;
- (d) Reviewing suggestions from employees and discussing matters relating to current and future working conditions (but not matters pursued through the grievance process);
- (e) Enhancing and/or increasing employment opportunities suitable for Commissionaires;
- (f) Other matters of common interest within the mandate of the committee.

30.05 Authority of Committee: The Committee does not have the power to bind either the **Union**, its members, or the Employer to **any** decisions or conclusions reached in their discussions. The Committee shall only have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

The Committee shall not have jurisdiction over wages, grievances or any matter of collective bargaining, including the administration of this Collective Agreement.

30.06 Meetings of Committee: The Committee shall meet once a month, at a mutually agreeable time or **as** otherwise agreed. Committee members shall receive a notice and agenda of the meeting at least forty-eight (**48**) hours in advance of the meeting. Members of the Committee shall be given time off Without loss of pay to attend the scheduled meetings. The Employer shall, at its cost, provide the meeting space.

30.07 Chairperson of the Meeting: **An** Employer and a Local Union Representative shall be designated **as** joint chairpersons and shall alternate in presiding over meetings. The Local **Union** Representative shall preside **as** chairperson of the first meeting of the Committee, and shall be responsible for preparing and circulating the

agenda for the meeting which shall be agreed upon between the Employer and Local Union chairpersons. Thereafter, the joint chairpersons shall be alternatively responsible for preparing the agreed upon agenda. The Employer shall provide administrative assistance for the preparation and circulation of the agenda and minutes of the Committee to all Committee members.

- 30.08 Minutes of Meeting: Agreed minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly **as** possible after the close of the meeting.

Article 31 – Agreement Reopener

- 31.01 This Agreement may be amended **only** by mutual consent of the Union and the Employer.

Article 32– Duration and Renewal

- 32.01 The term of this Agreement shall commence on April 1, 2005 and expire on March 31, 2009, **with** all provisions of this Agreement being effective on the date of execution of this Agreement by the parties, with the exception of wage adjustments **as** contained in Appendix “A” which shall be effective **as** of March 31, 2005.
- 32.02 Notwithstanding Article 32.01, the provision of **this** Agreement, including the provisions for the adjustment of disputes, Article 26, shall remain in effect during the negotiations for its renewal, and until either a new Collective Agreement becomes effective or until the provisions of Sections 22, 23 and 24 the Prince Edward Island *Labour Act* have been met.
- 32.03 Either party to this Agreement may, within a period of four **(4)** months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to **this** Agreement, to commence Collective Bargaining with the view to the conclusion, renewal or revision of this Agreement in accordance ~~with~~ Section 23 the Prince Edward Island *Labour Act*.

Article 33 – Lay-offs and Recalls

- 33.01 In the event of a pending lay-off, the Employer will provide the Local Union with **as** much notice **as** reasonably possible. The Employer and Local Union shall have consultation with a view of limiting the impact of the proposed lay-offs **as** soon **as** reasonably possible after the notice of pending lay-offs have been given.

33.02 The factors to be considered for lay-off or a recall from lay-off of an employee shall be **as** follows:

- (a) Skills, qualifications, abilities, experience, certificate and licenses (Post Orders Requirements and Employer standards) and such other written criteria that are related to the standards of the Employer and the duties of the jobs performed.
- (b) Seniority.

The criteria contained in (a) above shall be the determining factor. When the assessments of two or more employees being considered for lay-off or recall are relatively equal, the employee with the greater (or earliest) seniority **shall** be given preference.

33.03 Laid-off employees shall be placed on the Spares List and receive offers for available work on a priority basis. If work 'at comparable wages and hours is offered to the employee and refused by the employee, the employee shall then cease to be **an** employee pursuant to Article **19.08** of this Agreement.

33.04 Normal Recall: The Employer shall provide notice of recall by registered mail to the last **known** address of the employee or shall notify the employee by other means as per Article **19.08(c)**.

33.05 Urgent Recall: In circumstances where an Employer must fill a vacant position without delay, the Employer shall give notice of recall by telephone only until able to find an employee with the necessary posted requirements who is prepared to work immediately. Laid-off employees in the bargaining unit shall be called in order of seniority. A record of the telephone calls shall be maintained and the Local Union President advised of the need for urgent recalls.

Article 34 – Client Acceptance of Employees

34.01 (a) The nature of the contract relationship between the Employer and the Client necessitates that individual employee(s) be acceptable to the Client at the workplace to which they are assigned. When a Client considers the employee to be unsuitable, either on initial assignment or at any subsequent time, and the Client puts their concerns in writing or orally communicates such concerns to the Employer, the Employer shall review the concerns of the Client and will **try** to address the concerns raised with the Client.

(b) Upon receiving notification of a Client's concern, the employee and appropriate Local Union Representative **shall** be given notice of the Client concern. With Client approval, a copy of the written concerns of the

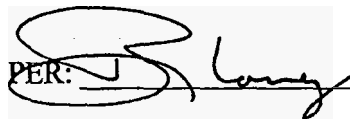
Client or any other related documents provided by the Client, shall be given to the employee and appropriate Local Union Representative. If the Client concerns are communicated orally or the Client does not approve the release of the letter of concern or related documents to the employee or Local Union, the Employer will provide written notification of the Client's concerns and the substance of such concerns to the employee and appropriate Local Union Representative. Subsequently, should the Employer receive any further information or documents from the Client relating to the Client's concerns, either orally or in writing, with Client approval, such information or documents shall be provided to the employee and Local Union. If such concerns are communicated orally, or the Client does not approve releasing such documents to the employee or Local Union Representative, the Employer will provide written notification to the employee and the Local Union Representative, of receiving such information and the substance of such information.

- (c) If reconciliation is not possible, the employee will be transferred from the Client's workplace, and one of the following shall occur:
 - (i) If the reason(s) the Client determines **an** employee is unsuitable do not warrant discipline **as** contemplated in Article 23 herein, such employee shall be immediately placed on the spares list and shall be given priority for deployment to any position available, which is acceptable to the employee and for which the employee **has** the necessary skills, qualifications, abilities, certifications and licenses necessary. To mitigate the financial impact on **an** employee removed from the Client site at the request of the Client, the employee will be provided with a wage protection package for four **(4)** weeks. During the four **(4)** week wage protection period, spares work offered to an employee will not be unreasonably declined.
 - (ii) If the reason(s) that the Client determined **an** employee is unsuitable warrant a disciplinary suspension **as** contemplated in Article 23 or any other Article herein, such employee shall be placed on the spares list immediately after serving their suspension, and shall be given priority for deployment to any position available, which is acceptable to the employee and for which the employee has the necessary skills, qualifications, abilities, certifications and licenses necessary.
 - (iii) If the reason(s) that the Client determined **an** employee is unsuitable warrant termination **as** contemplated in Article 23 or any other Article herein, such employee shall be terminated and shall have no right to re-employment.

- (iv) In the event the discipline referred to in (ii) or (iii) is determined by **an** Arbitrator to be Without just cause, the termination is set aside and substituted with a suspension, or a suspension is abridged, such employee shall be deemed to have been **on** the spare list on the date **as** prescribed by the arbitration award and the employee shall be compensated for **any** lost deployment opportunities from the date such employee is deemed to be on the spare list to the date of the Arbitrator's award subject to mitigation. Upon the date of the Arbitrator's award, should the employee be reinstated or the suspension if abridged, have been served, such employee shall be immediately placed on the spares list and shall be given **priority** for deployment to any position available, which is acceptable to the employee **and** for which the employee **has** the necessary **skills**, qualifications, abilities, certifications and licenses necessary.

Dated at _____, Province of _____,
this __ day of _____, 2007.

**THE CANADIAN CORPS OF
COMMISSIONAIRES, N.B. & P.E.I.
DIVISION, INC.**

PER:  _____

PUBLIC SERVICE ALLIANCE OF CANADA

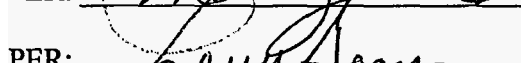
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APPENDIX "A"
HOURLY WAGE RATES

(01 April 2004 to 31 March 2007 columns show occupied levels only)

Detail No.	Detail Name	Level	April 1, 2004 – March 31, 2005	April 1, 2005 – March 31, 2006	April 1, 2006 – March 31, 2007	April 1, 2007 – March 31, 2008	*April 1, 2008 – March 31, 2009
3003	Atlantic Tourism & Hospitality	Comm.	8.30	8.30	8.80	9.15	
		Level 1				9.65	
		Level 2	9.30	9.30	9.80	10.15	
		Level 3				10.65	
		Level 4				11.15	
		Level 5				11.65	
		Level 6				12.65	
		Level 7				13.15	
		Level 8				13.65	
		S-1				13.65	
		S-2				14.65	
	S-3				15.65		
3004	The Islander – Holland College	Comm.	8.30	8.30	8.80		
3009	SNC Lavalin Profac CBC Building	Comm.	7.90	7.90			
3040	City of Charlottetown	Comm.	7.50	7.50	8.00	8.35	
		Level 1				8.85	
		Level 2	8.50	8.50	9.00	9.35	
		Level 3				9.85	
		Level 4	9.50	9.50	10.00	10.35	
		Level 5				10.85	
		Level 6				11.85	
		Level 7				12.35	
		Level 8				12.85	
		S-1				12.85	
		S-2				13.85	
	S-3				14.85		
3060	Confederation Centre of the Arts	Comm.	7.50	7.50	8.00	8.35	
		Level 1	8.00	8.00	8.50	8.85	
		Level 2	8.50	8.50	9.00	9.35	
		Level 3				9.85	

Detail No.	Detail Name	Level	2004 – March 31, 2005	April 1, 2005 – March 31, 2006	April 1, 2006 – March 31, 2007	April 1, 2007 – March 31, 2008	April 1, 2008 – March 31, 2009
		Level 4				10.35	
		Level 5				10.85	
		Level 6				11.85	
		Level 7				12.35	
		Level 8				12.85	
		S-1				12.85	
		S-2				13.85	
		S-3				14.85	
3119	Legislative Assembly – Coles Building	Comm.	7.65	7.65	8.15	8.50	
		Level 1	8.15	8.15	8.65	9.00	
		Level 2				9.50	
		Level 3				10.00	
		Level 4	9.65	9.65	10.15	10.50	
		Level 5				11.00	
		Level 6				12.00	
		Level 7				12.50	
		Level 8				13.00	
		S-1				13.00	
		S-2				14.00	
		S-3				15.00	
3120	Department of Transportation- Government Garage	Comm.	7.65	7.65	8.15	8.50	
		Level 1	8.15	8.15	8.65	9.00	
		Level 2				9.50	
		Level 3				10.00	
		Level 4				10.50	
		Level 5				11.00	
		Level 6				12.00	
		Level 7				12.50	
		Level 8				13.00	
		S-1				13.00	
		S-2				14.00	
		S-3				15.00	
3130	Department of Transportation – Provincial Administration Building (Shaw)	Comm.	7.65	7.65	8.15	8.50	
		Level 1				9.00	
		Level 2	8.65	8.65	9.15	9.50	
		Level 3				10.00	
		Level 4			10.15	10.50	
		Level 5				11.00	
		Level 6				12.00	

Detail No.	Detail Name	Level	April 1, 2004 – March 31, 2005	April 1, 2005 – March 31, 2006	April 1, 2006 – March 31, 2007	April 1, 2007 – March 31, 2008	*April 1, 2008 – March 31, 2009
		Level 7 Level 8 S-1 S-2 S-3				12.50 13.00 13.00 14.00 15.00	
3131	Department of Transport – Sir Henry Davies Law courts	Comm. Level 1 Level 2 Level 3 Level 4 Level 5 Level 6 Level 7 Level 8 S-1 S-2 S-3	7.65 8.15 8.65 9.15	7.65 8.15 8.65 9.15	8.15 8.65 9.15 9.65	8.50 9.00 9.50 10.00 10.50 11.00 12.00 12.50 13.00 13.00 14.00 15.00	
3133	Department of Transportation – Family Law Centre	Comm. Level 1 Level 2 Level 3 Level 4 Level 5 Level 6 Level 7 Level 8 S-1 S-2 S-3	7.65 8.15	7.65 8.15	8.15 8.65	8.50 9.00 9.50 10.00 10.50 11.00 12.00 12.50 13.00 13.00 14.00 15.00	
3161	Charlottetown Airport	Comm. Level 1 Level 2 Level 3 Level 4 Level 5 Level 6 Level 7 Level 8 S-1	7.50 8.00 8.50 9.00 9.50	7.50 8.00 8.50 9.00 9.50	8.00 8.50 9.00 9.50 10.00	8.35 8.85 9.35 9.85 10.35 10.85 11.85 12.35 12.85 12.85	

Detail No.	Detail Name	Level	April 1, 2004 – March 31, 2005	April 1, 2005 – March 31, 2006	April 1, 2006 – March 31, 2007	April 1, 2007 – March 31, 2008	*April 1, 2008 – March 31, 2009
		S-2				13.85	
		S-3				14.85	
3190	Hillsborough Hospital	Comm.	7.50	7.50	8.00	8.35	
		Level 1				8.85	
		Level 2	8.50	8.50	9.00	9.35	
		Level 3				9.85	
		Level 4				10.35	
		Level 5				10.85	
		Level 6				11.85	
		Level 7				12.35	
		Level 8				12.85	
		S-1				12.85	
		S-2				13.85	
		S-3				14.85	
3195	Department of Can. Heritage – Province House Hillsborough Rotary Club	Comm.	7.50				
		Level 1	8.00				
		Level 4	9.50				
3211	Charlottetown Centre – Holland College	Comm.	7.50	7.50	8.00	8.35	
		Level 1	8.00	8.00	8.50	8.85	
		Level 2				9.35	
		Level 3				9.85	
		Level 4				10.35	
		Level 5				10.85	
		Level 6				11.85	
		Level 7				12.35	
		Level 8				12.85	
		S-1				12.85	
		S-2				13.85	
		S-3				14.85	
3213	Security Royalty Center Sport PEI	Comm.					
		Level 1	8.15	8.15	8.65		
3224	Queen Elizabeth Hospital (Level 2 - effective Sept 2006)	Comm.	7.50	7.50	8.00	8.35	
		Level 1	8.00	8.00	8.50	8.85	
		Level 2	8.50	8.50	9.00	9.35	
		Level 3				9.85	

Detail No.	Detail Name	Level	April 1, 2004 – March 31, 2005	April 1, 2005 – March 31, 2006	April 1, 2006 – March 31, 2007	April 1, 2007 – March 31, 2008	*April 1, 2008 – March 31, 2009
					10.00 10.00		
		Level 4 Level 5 Level 6 Level 7 Level 8 S-1 S-2 S-3				10.35 10.85 11.85 12.35 12.85 12.85 13.85 14.85	
3226	Hospital Parking Lots	Comm. Level 1 Level 2 Level 3 Level 4 Level 5 Level 6 Level 7 Level 8 S-1 S-2 S-3	7.50	7.50	8.00	8.35 8.85 9.35 9.85 10.35 10.85 11.85 12.35 12.85 12.85 13.85 14.85	
3227	Prince Edward Lodge	Comm. Level 1 Level 2 Level 3 Level 4 Level 5 Level 6 Level 7 Level 8 S-1 S-2 S-3			8.00 8.50	8.35 8.85 9.35 9.85 10.35 10.85 11.85 12.35 12.85 12.85 13.85 14.85	
3228	Beach Grove Home	Comm. Level 1 Level 2 Level 3 Level 4 Level 5			8.00 8.50	8.35 8.85 9.35 9.85 10.35 10.85	

Detail No.	Detail Name	Level	April 1, 2004 – March 31, 2005	April 1, 2005 – March 31, 2006	April 1, 2006 – March 31, 2007	April 1, 2007 – March 31, 2008	*April 1, 2008 – March 31, 2009
		Level 6 Level 7 Level 8 S-1 S-2 S-3				11.85 12.35 12.85 12.85 13.85 13.85	
3235	Lt. Governors Residence – Fanningbank	Comm.	7.65	7.65	Included in detail 3130		
3301	City of Summerside – Police Station	Comm. Level 1 Level 2 Level 3 Level 4 Level 5 Level 6 Level 7 Level 8 S-1 S-2 S-3	7.50 8.50	7.50 8.50	8.00 9.00	8.35 8.85 9.35 9.85 10.35 10.85 11.85 12.35 12.85 12.85 13.85 14.85	
3303	Department of Transportation – Summerside Courthouse	Comm. Level 1 Level 2 Level 3 Level 4 Level 5 Level 6 Level 7 Level 8 S-1 S-2 S-3	7.65	7.65	8.15	8.50 9.00 9.50 10.00 10.50 11.00 12.00 12.50 13.00 13.00 14.00 15.00	
3320	Prince County Hospital	Comm. Level 1 Level 2 Level 3	7.50 8.00	7.50 8.00	8.00 8.50	8.35 8.85 9.35 9.85	

Detail No.	Detail Name	Level	April 1, 2004 – March 31, 2005	April 1, 2005 – March 31, 2006	April 1, 2006 – March 31, 2007	April 1, 2007 – March 31, 2008	April 1, 2008 – March 31, 2009
		Level 4 Level 5 Level 6 Level 7 Level 8 S-1 S-2 S-3				10.35 10.85 11.85 12.35 12.85 12.85 13.85 14.85	
3330	Royal Canadian Legion #5 Branch	Comm. Level 1 Level 2 Level 3 Level 4 Level 5 Level 6 Level 7 Level 8 S-1 S-2 S-3	7.50 8.00	7.50 8.00	8.00 8.50	8.35 8.85 9.35 9.85 10.35 10.85 11.85 12.35 12.85 12.85 13.85 14.85	
3481	East Isle Shipyard	Comm. Level 1 Level 2 Level 3 Level 4 Level 5 Level 6 Level 7 Level 8 S-1 S-2 S-3	7.50 9.00	7.50 9.00	8.00 9.50	8.35 8.85 9.35 9.85 10.35 10.85 11.85 12.35 12.85 12.85 13.85 14.85	
3570 Seasonal	CTMA Ferry Terminal	Comm. Level 1 Level 2 Level 3	7.50 8.00	7.50 8.00	8.00 8.50	8.35 8.85 9.35 9.85	

Detail No.	Detail Name	Level	April 1, 2004 – March 31, 2005	April 1, 2005 – March 31, 2006	April 1, 2006 – March 31, 2007	April 1, 2007 – March 31, 2008	*April 1, 2008 – March 31, 2009
		Level 4				10.35	
		Level 5				10.85	
		Level 6				11.85	
		Level 7				12.35	
		Level 8				12.85	
		S-1				12.85	
		S-2				13.85	
		S-3				14.85	
various Details	Federal <i>(details include Agriculture & Agri-Food Canada, Cdn. Food Inspection Agency, Department of Candian Heritage, SNC Lavlin Profac, Dept. of Fisheries, RCMP, Dept. of Veterans Affairs, Parks Canada (Seasonal))</i>	Comm.	7.90	8.10	8.60	8.95	
		Level 1	8.40	8.60	9.10	9.45	
		Level 2	8.90	9.10	9.60	9.95	
		Level 3	9.40	9.60	10.10	10.45	
		Level 4	9.90	10.10	10.60	10.95	
		Level 5				11.45	
		Level 6				12.45	
		Level 7				12.95	
		Level 8	12.40	12.60	13.10	13.45	
		S-1				13.45	
		S-2			14.10	14.45	
		S-3				15.45	
		Bilingual <i>(additional per hour)</i>	0.50	0.60	0.60	0.60	

* The parties agree to a wage re-opener clause for the purpose of negotiating wage rates for the year April 1, 2008 to March 31, 2009, in accordance with section 36(3) of the *Labour Act*. Notice to bargain such wage rates shall be given in accordance with section 23 of the *Labour Act*.

LETTER OF UNDERSTANDING #1

BETWEEN:

**THE CANADIAN CORPS OF COMMISSIONAIRES,
N.B. & P.E.I. DIVISION, INC.**

AND:

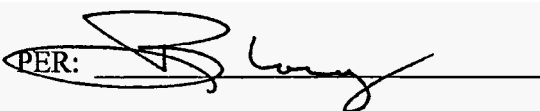
**PUBLIC SERVICE ALLIANCE OF CANADA,
LOCAL 90140**

Within (6) six months after signing the Collective Agreement, the parties agree to meet and jointly develop **an** Employee Performance Review System applicable to the Bargaining Unit. The parties will make every effort to complete the joint development of this system within (1) one year of the signing of the Collective Agreement. By mutual agreement, this period may be extended **an** additional three (3) months.

The provisions of such a system will include, but will not necessarily be limited to, the evaluation form, the written instructions which will be utilized in the review, the steps of the review process and the implementation date of the system.

Dated at _____, Province of _____,
this ___ day of _____, 2007.

**THE CANADIAN CORPS OF
COMMISSIONAIRES, N.B. & P.E.I.
DIVISION, INC.**

PER: 

PUBLIC SERVICE ALLIANCE OF CANADA

PER: 

LETTER OF UNDERSTANDING #2

BETWEEN:

**THE CANADIAN CORPS OF COMMISSIONAIRES,
N.B. & P.E.I. DIVISION, INC.**

AND:

**PUBLIC SERVICE ALLIANCE OF CANADA,
LOCAL 90140**

Re: Joint Committee on Benefits & Wages Structure

The parties **are** mutually committed to **further** the purposes and scope of this Collective Agreement **as** per Article 1. To that end, the parties agree that **within six (6)** months of the signing of this Collective Agreement, they will establish a joint committee on benefits and wage structure. The Committee will address such issues relating to wage structure and benefits as brought to it by either party with a view to enhancing the terms and conditions of **work** to their mutual benefit, namely those relating to review and updating of post orders, level criteria and benefits.

The provisions of Articles 30.01, 30.02, 30.03, 30.05, 30.06 and 30.07 of the Agreement apply to the Joint Committee mutatis mutandis.

Dated at _____, Province of _____,
this ___ day of _____, 2007.

**THE CANADIAN CORPS OF
COMMISSIONAIRES, N.B. & P.E.I.
DIVISION, INC.**

PER: _____

PUBLIC SERVICE ALLIANCE OF CANADA

PER: _____