

COLLECTIVE AGREEMENT

BETWEEN

PUBLIC SERVICES HEALTH AND SAFETY ASSOCIATION
(hereinafter referred to as the "PSHSA")

AND

THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION
LOCAL 24
(hereinafter referred to as the "Union")

EFFECTIVE: April 1, 2015 up to and including March 31, 2019

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01a) The general purpose of this Agreement is to establish mutually satisfactory relations between PSHSA and its employees who are members of the bargaining unit; to establish and maintain satisfactory benefits, working conditions, hours of work, and rates of pay; and to record the procedure for the prompt and equitable disposition of complaints and grievances for all members of the bargaining unit.
- b) The parties to this Agreement support the mutual objectives of working towards the mission of PSHSA and the well-being of its employees.

ARTICLE 2 - DEFINITIONS

- 2.01a) Employer- refers to the Public Services Health and Safety Association.
- b) Union - "Union" - refers to the Canadian Office and Professional Employees Union, Local 24.
- c) Employee - ``Employee`` refers to any person in the employ of the PSHSA other than those identified under Article 3.01.
- d) Permanent FT Employee - A permanent full-time Employee is a person who is employed on a continuous full-time basis and who normally works thirty-seven and one-half (37.5) hours per week.
- e) Permanent PT Employee - A permanent part-time Employee is a person who is employed on a continuous part-time basis and who normally works less than thirty-seven and one-half (37.5) hours per week.
- f) Probationary Employee - A newly hired person hired on a permanent full-time or part-time basis who has not completed one hundred and eighty (180) calendar days from the date of hire. This period may be extended by mutual agreement of the parties.
- g) Temporary Employees/Contractors /Contract Trainers are persons hired on a temporary basis to replace permanent full time or part time employees while they are absent for any reason or to meet specialized or short term overflow demands, for a period not to exceed fifty-two (52) consecutive weeks from the date of ratification or such longer period as agreed to by the Parties. The Employer will provide the Union with the names of all temporary employees/contractors/contract trainers within one month of their start date. At the conclusion of this fifty-two (52) consecutive weeks period the employment will be

terminated or the employee will become a permanent employee. The Employer shall consider bargaining unit employee's skill, ability and availability to perform the required work prior to hiring temporary employees/contractors/contract trainers.

- h) Supervisor – "supervisor" shall mean individuals who exercise managerial functions in accordance with the *Ontario Labour Relations Act*.
- 2.02 Service — is defined as the length of continuous employment with PSHSA and any of the predecessor organizations, so that the employee's employment shall be deemed to have been employment with the predecessor organization for the purpose of determining the employee's length of continuous service.
- 2.03 Active — is defined as an employee being in receipt of regular salary.
- 2.04 Inactive — is defined as an employee not being in receipt of regular salary.

ARTICLE 3 – RECOGNITION

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees at the Public Services Health and Safety Association (PSHSA) save and except:
- 1) Supervisor and persons above the rank of Supervisor. Supervisor shall mean individuals who exercise managerial functions in accordance with the *Ontario Labour Relations Act*
 - 2) Executive Assistants,
 - 3) Human Resources Assistant and persons above the rank of Human Resources Assistant,
 - 4) Contractors,
 - 5) Temporary Employees
 - 6) Student Employees, and
 - 7) Persons having access to confidential information related to Labour Relations.

Contractors and Temporary Employees shall not be used to the extent that they cause a lay-off or the reduction of hours of any bargaining unit employees. The Employer shall post an organizational chart on the "Source".

3.02a) No member of the bargaining unit on probationary or permanent staff shall be laid off or suffer a reduction of or a change in hours of work as a result of non-bargaining unit staff performing bargaining unit work.

b) All Employees to whom this Agreement applies shall become and remain members in good standing of the Union during the term of this Agreement. When interviewing job applicants, the Employer will inform them of this agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01a) The Union hereby recognizes that the PSHSA has retained, and shall possess and exercise all rights, functions, powers, privileges and authority, except those that are expressly and specifically relinquished or restricted in this Collective Agreement.

b) The rights set out in paragraph (a) above shall be exercised in a manner consistent with the provisions of this Collective Agreement.

ARTICLE 5 - WORKPLACE VIOLENCE, DISCRIMINATION AND HARASSMENT PREVENTION POLICY

5.01 PSHSA and the Union are committed to a work environment which is free from discrimination, harassment and/or workplace violence as defined by the Ontario Human Rights Code, the Occupational Health and Safety Act and any other applicable legislation. It is agreed that the Labour/Management Committee shall provide input and support to assist PSHSA in achieving full compliance with such legislation.

ARTICLE 6 - UNION RIGHTS

6.01 PSHSA agrees to deduct any Union initiation fees and dues as required by the Union and to forward such initiation fees and dues to the Secretary-Treasurer of the Union bi-weekly. Such remittances will include the names, amounts of deductions, total deductions and names, SIN, addresses and telephone numbers of Employees who have joined or left PSHSA since the previous remittance.

6.02 PSHSA agrees that an officer or representative of the Union shall be allowed a reasonable amount of time during regular working hours to talk to each newly hired Employees during their first thirty (30) days of employment. During such

meetings, membership forms may be provided to such Employees. These meetings will be scheduled in advance as determined by PSHSA and the Union.

- 6.03 Where a significant issue arises which is likely to impact on the bargaining unit the COPE Ontario Representative may be present to assist the Union, subject to prior notification and at a time convenient to PSHSA and the Union where practicable.
- 6.04 PSHSA shall provide a dedicated area on the Source for the purpose of posting Union notices and related Union material. PSHSA reserves the right to approve any Union document to be posted on the Source.

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Human Resources Lead or their designate and the Union Vice- President with a copy sent to the Recording Secretary of the Union.

- 6.05a) For the purposes of negotiations between the parties, the Employer shall recognize a Negotiating Committee of the Union comprised of not more than three (3) Employees. These members of the Union Negotiating Committee shall be given time off with pay during normal working hours while attending such negotiation meetings with PSHSA, up to and including Conciliation.
- b) The Union Negotiating Committee shall be entitled to have present and be represented by COPE Ontario at all negotiating meetings held between the Employer and the Union.
- 6.06 The Union shall provide PSHSA with a list of names of all stewards including the name of the Chief Steward and shall update this list as necessary.
- 6.07 An employee may contact their steward during office hours to discuss a potential grievance, provided that such a discussion shall be limited to a reasonable amount of time. An employee's exercise of rights under this paragraph shall not unduly interfere with the performance of their duties. Furthermore the Steward shall be paid for all time away from their work station during regular working hours when dealing with such potential grievance or when requested and/or agreed to by the Employer to deal with Union issues.

ARTICLE 7 - SENIORITY

7.01a) Seniority is defined as the length of continuous service with PSHSA and its predecessor organizations. The seniority list shall be updated and provided to the Union on a monthly basis.

b) Employees on approved leave of absence of less than 12 months will continue to accrue seniority. Beyond 12 months seniority will be frozen and cease to accrue.

c) In determining preference or priority for promotion, demotion, layoff, the following factors shall be used as a basis:

- i. skills, qualifications, ability, knowledge, experience;
- ii. seniority.

d) Where the skills, qualifications, ability, knowledge and experience in factor 7.01(c) (i) are relatively equal, as determined by management, seniority will govern.

e) Prior to lay-off, the employer will meet within thirty (30) days, or as soon as possible prior to lay-off, with the Local Union President or their designate to discuss ways and means of reducing the impact of lay-off on its employees.

f)

i. In the event of a layoff, employees shall be laid off in reverse order by seniority except that a junior employee may be retained out of order by seniority where there is no more senior employee who is qualified or, if in the assessment of PSHSA, could become qualified within a reasonable familiarization period to perform the work of the junior employee.

ii. When lay-offs are required each of the affected employees will be given the first opportunity to apply for any vacant positions based on their skill, ability, qualifications, knowledge and experience in accordance with Article 12.03.

iii. The parties agree that the following shall apply in the event of a layoff:

An affected laid off employee will be permitted to exercise their seniority and transfer to a job for which he/she is qualified or accept to be laid off. Employees who choose to transfer must have the necessary skill, ability, qualifications, knowledge and experience in accordance with Article 7.01(c). Employees who choose to exercise their seniority and transfer to another job shall displace the most junior employee and they shall not be eligible for reimbursement or relocation expenses.

- 7.02 The Employer has the full rights to discharge a newly hired probationary employee if the Employee does not meet the standard required of the Employee by the Employer. Such discharge cases shall not be subject to the grievance or arbitration procedure.
- 7.03 Seniority shall be credited to permanent employees at the completion of the probationary period of one hundred and eighty (180) calendar days, effective from the first day of employment, and shall continue to accumulate according to Article 7.05.
- 7.04 The Employer shall prepare and post on the "Source" a seniority list of Employees covered by this Agreement and shall e-mail such lists to bargaining unit members working out of their homes. This list shall be e-mailed as changes occur during the year. The Employer will provide the Recording Secretary of the Union with a copy.
- 7.05 An employee shall lose seniority standing under the following conditions:
- a) Notifies PSHSA that they have severed employment;
 - b) Accepts a position outside the bargaining unit;
 - c) Fails to respond to a recall within ten (10) working days from the delivery, by registered mail, to the employee's last address, of a letter of recall from lay-off status unless an extension is granted by PSHSA due to an emergency or other reasons;
 - d) Is absent from work without approval for more than five (5) consecutive working days without satisfactory reason;
 - e) Has been on layoff for eighteen (18) months;
 - f) Is discharged and the discharge is not reversed through the grievance procedure;
 - g) Has retired;
 - h) If the employee fails to return to work promptly after the expiration of any leave granted, without a bona fide reason.
- 7.06 Every member of the bargaining unit shall be responsible to provide in writing to PSHSA with their current address and emergency contact information. Any notice sent to such address shall be deemed to have been received by the employee on the date of confirmed delivery.
- 7.07 In the event that two employees have the same seniority date, the last three digits of their Social Insurance Number shall be used to determine the seniority status; the lower number shall determine the more senior.

ARTICLE 8 – COMPLAINT AND GRIEVANCE PROCEDURE

- 8.01a) "**Complaint**" - It is the mutual desire of the parties that complaints of Employees shall be addressed quickly and effectively.
- b) "**Grievance**" - Is any difference that arises between the Parties relating to the interpretation, application, administration or alleged violation of this Agreement. All grievances shall be written on a COPE approved grievance form.
- c) "**Policy Grievance**" is defined as a grievance arising directly between the PSHSA and the Union. Processing a grievance as a policy grievance shall not be a bar to individual relief to the individuals involved. A Policy grievance will be commenced at Step 2 within twenty (20) working days of the occurrence or from the time when the Union ought reasonably to have become aware of the events giving rise to the grievance.
- d) "**Group Grievance**" is a grievance common to a group of employees. The Union may file a group grievance on behalf of such a group. In the case of a group grievance the Union may be accompanied by a representative grievor. A Group grievance will be commenced at Step 2 within twenty (20) working days of the occurrence or from the time when the Union ought reasonably to have become aware of the events giving rise to the grievance.
- e) The Union shall have carriage of all grievances. PSHSA will deal only with the Union with respect to a grievance. A representative of the Union shall be present at all steps of the grievance and arbitration procedure.

Step 1

Any employee must present a written or oral complaint at any time to their immediate supervisor, prior to resorting to the grievance procedure. The immediate supervisor will meet the complainant in person or by teleconference within ten (10) working days of receipt of complaint. The immediate supervisor shall render a decision in writing within ten (10) working days following the meeting.

Step 2 - Failing settlement at step 1, within ten (10) working days of receiving the written decision the Employee may submit the grievance to the Human Resources Lead or their designate, who will meet the grievor and steward in person or by teleconference within ten (10) working days of receipt of grievance. The Human Resources Lead or their designate shall render a decision in writing within ten (10) working days following the meeting. A COPE Ontario Representative and/or PSHSA Counsel may be present at the meeting.

8.02 The time limits imposed on either party at any step of the Grievance Procedure may be extended by mutual agreement in writing.

8.03 Meeting Location

PSHSA shall provide facilities for formal Grievance meetings with the Employee or the grievance may be heard via teleconference. The Grievor and Steward, if working out of head office, shall not lose wages for attendance at formal grievance meetings held in the head office. If Grievor's or Steward's home base is other than head office, grievance meetings may be by teleconference call. For all grievances, PSHSA will reimburse the Employee for long distance charges relating to the grievance meeting.

The grievor and the steward shall be granted time to leave their workplace without loss of pay to take part in the grievance meetings and to attend the arbitration.

8.04 Arbitration

Failing settlement of any grievance under the foregoing procedure, the grievance may be submitted to arbitration as hereinafter provided. If no written notice of referral to arbitration is received within ten (10) days after the decision is given or should have been given, the grievance shall be deemed to have been abandoned.

The party submitting the grievance to Arbitration shall within ten (10) working days propose up to three (3) persons to serve as a sole Arbitrator. The recipient shall reply within ten (10) working days either advising acceptance of one of the proposed persons, or proposing another three (3) persons. If the parties fail to agree on a single arbitrator to hear the dispute within the aforementioned time lines, then either party may request the *Ontario Labour Relations Board* to appoint an arbitrator.

Each of the parties hereto shall jointly bear equally the expenses of the sole Arbitrator and any cost of the place of hearing of such arbitration if and when the necessity arises.

Base salary and benefit costs for the Employee and Steward will be paid by the Employer.

ARTICLE 9 - DISCHARGE, SUSPENSION, DISCIPLINE

9.01 No employee shall be disciplined or discharged without just cause. Any employee who is subjected to any form of discipline including discharge shall have recourse to the grievance procedure. Any grievance for any discipline, including

termination, shall be submitted within five (5) working days of the discipline being imposed. Probationary employees may be terminated without cause.

- 9.02 When PSHSA convenes a meeting to impose discipline or discharge, a Union steward shall be in attendance. This clause shall apply whether the meeting is to be held in person or by teleconference. This meeting may be by teleconference upon agreement of the Parties.
- 9.03 Employees shall be notified in writing of the grounds for discipline or discharge. The Chief Steward shall receive a copy of all such correspondence relating to discharge and/or discipline. The employee may place documentation in their file supporting their case.
- 9.04 The Employer will advise an employee in writing upon the placement in their personnel file of any information that could negatively affect their performance review so that the employee can exercise their right under Article 21 - Access to Information.
- 9.05 Any letter of reprimand, suspension or other sanction will be removed from the personnel file of an employee after eighteen (18) months following the receipt of such a letter, suspension or other sanctions provided that the employee's personnel file has been clear of similar offenses for the past eighteen (18) months. Any such letter of reprimand, suspension or other sanctions so removed cannot be used in any subsequent proceedings. Nothing in this paragraph prevents earlier removal by the employee's immediate Supervisor.

ARTICLE 10 - SEVERANCE

- 10.01 An employee who is severed as a result of a downsizing or reorganization shall receive a lump sum payment calculated on the basis of three (3) weeks' pay at the employee's then current salary per year of completed continuous service to a maximum of fifty-two (52) weeks. Such severance pay shall be inclusive of any severance pay to which the employee is entitled under the Employment Standards Act. Severance pay under this article shall be calculated, and the timelines and conditions of its payment shall be in accordance with the conditions specified in the Employment Standards Act, as if that Act applied to PSHSA.
- 10.02
 - a) No employee shall receive severance pay more than once for the same service time.
 - b) All permanent Employees who are laid off by the Employer and who have completed one year of service are entitled to an allowance for retraining or job

counseling up to a maximum of \$2,500 to be paid by the Employer upon receipt of an invoice for a period up to six (6) months from the last day of employment.

c) Prior to issuing notice of layoff pursuant to Article 7 in any classification(s), the Employer will consider early retirement allowance to a sufficient number of employees eligible for early retirement under the Workplace Safety and Insurance Board Superannuation Plan within the classification(s) in order of seniority, to the extent that the maximum number of employees within the classification who elect early retirement is equivalent to the number of employees in the classification(s) who would otherwise receive notice of layoff under Article 7.

d) Bridging - Prior to issuing any notice of layoff, PSHSA will consider an early retirement Bridging payment in accordance with Article 7 to employees who voluntarily retire prior to attaining an unreduced pension. This opportunity will apply only to employees who have reached fifty-five (55) years of age with at least twenty (20) years of pensionable service with PSHSA or its predecessor organizations. Employees choosing this option will receive twelve dollars and fifty cents (\$12.50) per month per year of service. If paid on a monthly basis it shall continue until the employee is eligible for an unreduced pension or the death of the retiree whichever occurs first. (Example: 20 years of service x \$12.50 = \$250.00 per month). Payment of this bridging allowance will be made either as a monthly payment or as a one-time lump sum payment at the Employer's discretion.

ARTICLE 11 - NO STRIKE OR LOCKOUT

11.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there shall be no strike and PSHSA agrees that there will be no lockout. The meaning of the word "strike" as used in this Article shall be as defined in the *Ontario Labour Relations Act* and Regulations.

ARTICLE 12 - JOB POSTINGS

12.01 a) Job postings shall be posted internally for a minimum of seven (7) working days. The Employer shall consider any bargaining unit applicants, including for potential lateral job transfers, prior to offering such position to any external applicant. During the job posting process PSHSA may fill the posted position on a temporary basis.

b) All such job postings will be posted on the "Source" and a notice e-mailed to each member of the bargaining unit.

c) The notice of vacancy shall include the job title and classification of the position; salary range; general description of job duties; qualifications required; full or part time status; whether temporary (including duration); bargaining unit status; hours-of-work schedule; work location, travel requirements for the position.

12.02 In filling any posted vacancy under this Agreement, PSHSA shall base its decision on the applicant's qualifications and ability to perform the duties of the position. If qualifications, skills, knowledge, experience and ability are relatively equal, as determined by management, PSHSA shall select the most senior candidate.

12.03 The Employer will expedite the selection process, which usually would result in a decision within sixty (60) calendar days of closing date.

Within seven (7) calendar days of date of appointment to a vacant position within the bargaining unit, PSHSA will e-mail a notice of the appointment to all employees.

In the event that an Employee has been selected to fill a position, they may elect to revert to their previous position within fourteen (14) calendar days after being assigned to such vacancy.

12.04 A successful applicant shall be precluded from applying for any new job for a period of one (1) year, from the time of their start date in their new position, however, in exceptional circumstances applicants will be considered for posted vacancies prior to the one year time limit referred to above. It is further agreed that any vacant posting that exceeds six(6) months shall be deemed null and void.

12.05 The Employer will consider offering any special projects, such as out-of-province projects to available Employees who possess the skills, qualifications, ability, knowledge and experience. Where the aforementioned factors are relatively equal, seniority will govern. The Employer shall pay all related fees and cost associated with such special projects. Any employee interested in such special project shall notify their Employer in writing yearly (March 1st) that they are interested and will be considered.

ARTICLE 13 - HOURS OF WORK

- 13.01 Normal hours of work for bargaining unit employees will be between the hours of 7:00 a.m. to 6:00 p.m. for thirty-seven and one-half (37.5) hours per week Monday to Friday. It is understood that PSHSA will schedule employees' hours of work taking into consideration the employees' preference for flexibility to accommodate personal circumstances.
- 13.02 Employees shall be entitled to two (2) paid fifteen (15) minute breaks per day, one (1) to be taken in the morning and one (1) in the afternoon.
- 13.03 Employees shall be entitled to an unpaid lunch break of one (1) hour to be taken at approximately the midpoint of the scheduled workday. The supervisor will determine the timing of the lunch break in consultation with the employee.
- 13.04 Personal time off for Employees will normally be scheduled outside normal working hours whenever possible. Where this is not possible, an employee may, subject to the approval of PSHSA, use personal time off during working hours without loss of pay for a maximum of ten (10) hours in each year, to be used in blocks of no less than one (1) hour.
- 13.05 In the event that the Employer desires to change hours of work as a result of clients' demands, the Employer agrees to discuss any proposed changes to hours of work with the Union and shall not change any hours of work without providing a minimum of two (2) weeks' notice of such change.
- 13.06 Flexible work arrangements such as Flex Time, Compressed Work Week, Teleport/ Telecommuting shall be allowed provided departmental approval is mutually agreeable and provided that the flexible work arrangements are not disruptive to the Employee or the operational requirements of PSHSA.

ARTICLE 14 - OVERTIME

- 14.01 All overtime must, to the extent practicable, be pre-approved by PSHSA. Any overtime worked that could not be pre-approved shall be reported within five (5) working days of working such overtime. Employees and PSHSA commit to the concept that overtime shall be kept to a minimum. PSHSA will provide as much lead time as possible to facilitate an employee's personal life and employees will make reasonable efforts to satisfy PSHSA's requests. All overtime shall be compensated in time off. Employees may accumulate compensatory time off (CTO) which must be taken by the employee at a time mutually agreed to between the employee and PSHSA.

14.02 If the PSHSA cannot accommodate a request for CTO, resulting in an employee having a CTO surplus as of January of the following year, then the employee shall be allowed to carry forward this surplus into the following year. CTO earned during December can be carried over to the following year. All CTO carried over into the following year, unless there are compelling business circumstances, must be taken within the first four (4) months of the following year.

14.03 Overtime credits for CTO shall be given at straight time for all hours worked in excess of thirty-seven and one half (37.5) hours per week, and at the rate of time and one-half (1 x ½) for all the overtime hours worked in excess of forty-two hours (42) per week.

ARTICLE 15 - PAID HOLIDAYS

15.01 All employees who are eligible under the *Employment Standards Act*, shall receive the following days off with pay:

New Year's Day	Family Day
Good Friday	Canada Day
Victoria Day	Thanksgiving Day
Labour Day	Christmas Day
Boxing Day	
Civic Holiday	

And such other holidays as are proclaimed by the provincial government.

15.02 Employees shall also receive time off with pay between Christmas Day and New Year's Day as set out in the Schedule attached as Appendix "A".

15.03 By January 15th of each year PSHSA will notify employees indicating on which substitute days, holidays will be taken when they fall on a weekend.

15.04 If a recognized holiday listed in Article 15.01 falls on an employee's day off, then such employee shall have an additional day off with pay in lieu of the holiday at a time mutually satisfactory to PSHSA and the employee concerned.

ARTICLE 16 - VACATION

16.01 Accrual of vacation entitlement shall be based on the employee's years of service.

The minimum entitlement to paid vacation, according to anniversary date, will be allocated as follows:

Less than 3 years service	- 15 days
3 years service but less than 15 years	- 20 days
15 years service but less than 25 years	- 25 days
25 years service or more	- 30 days

Employees who have a vacation entitlement that falls outside of the above schedule shall not lose any vacation entitlement upon ratification of the Collective Agreement. Any employee off scale, however, shall be required to work the requisite number of years prior to moving to the next level of vacation entitlement.

- a) Entitlement will be given on each January 1 for the coming year.
- b) During any year in which an employee is due an increase in vacation entitlement, the entitlement will be pro-rated according to anniversary date.
- c) Should an employee be hired or become inactive during the year, the employee will receive a pro-rated vacation entitlement for that year.

16.02 An employee leaving employment shall receive vacation pay for all accrued but unused vacation entitlement at 100% of their regular rate of pay.

16.03 An employee leaving employment will be required to reimburse PSHSA for any unearned, used vacation.

16.04 When a recognized paid holiday as set out in Article 15 falls within an employee's vacation period, such day will be treated as a holiday and not as a vacation day.

16.05 Part-time employees' vacation entitlement shall be prorated.

16.06 Where an employee, while on vacation, is hospitalized or qualifies for short term disability benefits they will be entitled to have reinstatement of vacation time with satisfactory medical certification.

16.07 Paid vacation entitlement is intended to be used in the year in which it is accumulated. Any earned vacation carry over credits must be taken no later than March 31st of the following year.

Requests to carry over paid vacation credits beyond March 31st must be submitted in writing for approval prior to January 31st of such following year.

Such requests shall be subject to approval from the Employee's immediate manager.

16.08 It is understood that all vacations must be taken at times mutually satisfactory to the employee and PSHSA. PSHSA shall notify the employee within five (5) working days of receiving the employee's request of approval or not of their requested vacation. Once a vacation has been approved another employee who requests the same vacation time will not be allowed to bump such approved vacation, if such employee cannot be accommodated.

16.09 As soon as practicable following the end of each calendar year, information regarding the number of vacation and other credits to which he or she is entitled shall be made available to each employee directly or where the information is available to the employee electronically.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 Personal Leave of Absence

At its discretion, PSHSA may grant a Personal Leave of Absence without pay if an employee requests it in writing and if the leave does not unreasonably interfere with the operation of the organization. The employee is responsible for the total costs associated with maintaining employee benefits.

From the date of their return, the Employee returning from an approved leave of absence will be reinstated to their former position or to an equivalent position at the salary they had attained when the leave commenced. In addition, they will receive any relevant salary or benefit changes that were implemented during their leave, effective on the date of such return.

17.02 Jury or Witness Duty

PSHSA will provide time of with pay to allow an employee to respond to a summons for Jury Duty for court or coroner's inquest, or as a witness in a court or Coroner's proceeding in which the employee is neither a party nor an accused. The employee shall submit a claim for all fees they are entitled to from the court or the litigator and pay any fees received to PSHSA which the employee is

neither a party nor an accused. The employee shall submit a claim for all fees they are entitled to from the court or the litigator and pay any fees received to PSHSA. The probation period shall be extended by equal time unless probation is terminated for other reasons.

17.03 Religious Holy Days

Leave shall be granted without pay to allow employees to observe religious holy days.

17.04 Statutory Leave

The *Employment Standards Act* sets out rights and responsibilities of both Employers and employees regarding pregnancy leave, parental leave, family medical leave and emergency leave. Both PSHSA and the employee must abide by the *Employment Standards Act* and its amendments.

During a leave of absence under this article, PSHSA shall continue to contribute its share towards the premium cost of the employee's benefits as set out in Article 18 unless the employee gives PSHSA written notice that the employee does not intend to pay the employee's portion of the contributions, if any.

Reinstatement shall be without loss of seniority.

17.05 Union Activity Leave

a) PSHSA will grant an unpaid leave of absence to an Employee to attend union conventions and conferences provided such leave does not interfere with the operation of PSHSA. Such request must be received in writing by the Employee's immediate Manager and the Human Resources Lead or designate, fifteen (15) working days prior to leave.

b) PSHSA shall grant a leave of absence without pay for a specified period, not to exceed one (1) year, and with continuing seniority in the event of the employee requesting such leave to work for COPE, the Ontario Federation of Labour or the Canadian Labour Congress provided such leave does not interfere with the operation of the PSHSA. Such request must be in writing and must be received by the Human Resources Lead ninety (90) calendar days prior to leave.

17.06 Bereavement Leave

In the event of a death in an employee's family, the employee will be granted leave of absence with pay on the following basis:

- a) five (5) working days for a spouse/partner, child, or step child, parent, step-parent or grandchild;
- b) two (2) working days for a brother, step-brother, sister, step-sister, grandparent, grandparent-in-law, parent-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- d) one (1) working day for niece, nephew, aunt, or uncle

Procedure

Employees will ensure that their immediate supervisor is informed, as early as practicable, of their absence due to the death of a family member.

Traveling Time

If an employee must travel more than 300 kilometers or if a winter death results in a spring/summer burial, PSHSA will pay the absence for an additional Bereavement day. The Employee will be compensated for a winter death or for travel beyond 300 kilometers, not both.

Any exception to this clause is subject to a decision by the Human Resources Lead, or designate.

ARTICLE 18 - BENEFITS

18.01 PSHSA agrees to pay the premium cost to provide all employees with the current Manulife (31400, Division 010, Class 111) health care, basic life insurance, sickness and accident insurance, short-term disability and long-term disability plans effective from the date of hire.

18.02 In the case of an employee in receipt of Short Term or Long Term Disability, leave of absence due to a sickness or accident or while the employee is receiving extended disability benefits, PSHSA shall continue all employer paid benefit premiums.

18.03 In the event of a lay-off, PSHSA shall continue all employer paid benefits except for Short or Long Term Disability for the first three (3) months following the month that the employee is laid off.

- 18.04 For the purposes of Article 18, it is understood that PSHSA's sole responsibility under this Article is to pay the premium cost for the insurance coverage and that eligibility for benefit coverage shall be determined by the insurance carrier and not be the subject of a grievance except in the event that PSHSA self-insures any such benefit.
- 18.05 PSHSA shall provide each employee with a Benefits booklet containing the general provisions of the various benefit programs with a copy to the Union. The Union shall be notified promptly of any changes to the members' benefits plan.
- 18.06 PSHSA shall provide access to an Employee and Family Assistance Program for all employees, their spouses and dependants.
- 18.07 PSHSA shall provide or pay for all pre-approved personal protective equipment that is required by law or by PSHSA for the performance of any employee's duties.
- 18.08 Until April 1st, 2017, PSHSA shall reimburse employees, to a maximum of \$300 per year, for the cost of sports, fitness or health equipment, membership fees for sports, fitness or health club or program.
- 18.09 PSHSA may change insurance carriers at its discretion provided that the level of benefits remains reasonably equivalent. In addition PSHSA reserves the right to self-insure part or all of the coverage provided for under the Plans.
- 18.10 PSHSA shall ensure that all eligible employees are covered by the Workplace Safety and Insurance Board Superannuation Plan.

**ARTICLE 19 - PROFESSIONAL DEVELOPMENT & TUITION
REIMBURSEMENT**

- 19.01 PSHSA's Policy is to encourage employees to take courses or programs to improve their overall performance or to help prepare them for future opportunities with PSHSA.

PSHSA offers and administers a Tuition Refund Program under which Employees will receive partial or full reimbursement for course registrations of pre-approved courses upon receipt of proof of satisfactory completion, with a passing grade, at an approved educational or training institution. Employees may request that such tuition be pre-paid by the employer on the understanding that it will be paid back failing successful completion.

19.02 Any Professional Development will be considered for approval by PSHSA if it will improve the employee's skills on their present job. This includes courses designed to update employees in the technology of their profession or occupation.

Where PSHSA directs an employee to take a course, such course shall be paid for by the Employer and shall not be considered Professional Development.

ARTICLE 20 - TRAVEL/BUSINESS EXPENSES

20.01 It is PSHSA's policy to reimburse employees for reasonable travel and business expenses incurred in the performance of their assigned duties.

Effective January 1, 2017, all travel and business expenses shall be in accordance with Management Board of Cabinet directives. Until such date, all travel and business expenses other than mileage reimbursement as outlined in 20.05 shall be in accordance with Management Board of Cabinet directives.

20.02 Accommodation

When booking accommodation, employees must ensure that the most cost effective rates are obtained, e.g. government or weekend rates, at cost effective hotels or motels, such as Days Inn, Comfort or Quality Inns. Employees shall select the least expensive accommodation of comparable quality subject to availability and operational requirements. Where employees choose private accommodation they will be reimbursed at the rate of \$30.00 per day, with declaration.

20.03 Meals

The maximum claim for meal expenses is:

- Breakfast - \$ 8.75
- Lunch - \$11.25
- Dinner - \$20.00

Reimbursement will be based on the actual amounts up to the stated maximum upon submission of original receipts. Claims for reimbursement for meals will be accepted with receipts.

In exceptional circumstances, alternative purchase of groceries rather than meals where justifiable, or additional amounts may be pre-approved by an employee's supervisor.

20.04 Miscellaneous Expenses

Claims for miscellaneous expenses, such as taxis or parking, must be supported by receipts when available.

20.05 Transportation

Employees will use the mode of transport which involves the least cost to PSHSA considering both the out of pocket cost and the value of the employee's time.

a) Air, Train or Bus

All such travel must be pre-approved by the employee's supervisor. Employees are encouraged to use excursions or discounted travel when practical. Employees participating in frequent traveler' programs will be responsible for all associated costs.

b) Personal Vehicles

Until December 31, 2016 Employees using their personal vehicles for PSHSA business will be reimbursed for mileage based on the rate-per-kilometre set, from time to time, by the Canada Revenue Agency, as the maximum by which reimbursement will constitute a taxable benefit. The Employer will adjust to the new CRA rate on the effective date of the rate change. Employees using their personal vehicles for PSHSA business must submit proof of business-use and 3rd party liability insurance; the latter to a minimum of \$1,000,000.

Employees will maintain their vehicles used in conjunction with this Article in a safe condition and have them inspected for safety annually for vehicles that are aged five (5) years older or more. PSHSA will reimburse employees for these annual inspections. Such inspections will conform to specifications set by the Ministry of Transportation from time to time and the results of the inspections will be forwarded to PSHSA at the time of requesting reimbursement.

Employees using their personal vehicles for PSHSA business will maintain a valid driver's license and will submit a driver's abstract annually. PSHSA will reimburse the employee for the cost of the abstract.

For employees for whom a personal vehicle is a condition of employment, PSHSA will reimburse the costs of a basic CAA membership on an annual basis to a maximum of ninety (\$90) dollars, including taxes, per calendar year upon receipt of the membership certificate and proof of payment for the primary vehicle of such employee.

c) Rental Cars

Rental cars may be used as an alternative to using personal vehicles in accordance to the Management Board of Cabinet directives.

20.06 Telephone Use

- a) Long distance calls will be made using cell phones where possible.
- b) PSHSA will pay for one call home per night up to 15 minutes when an employee is required to be away from home overnight. Employees are encouraged to have a person at home call them from their home business line to minimize costs.
- c) PSHSA may approve additional costs in emergencies or other situations. Such mitigating circumstances should be explained at the time of claiming reimbursement.

20.07 Submitting Expense Claims

All expense claims must be submitted on supplied PSHSA approved forms. All reimbursements of expenses approved will be provided promptly.

ARTICLE 21 - ACCESS TO INFORMATION

21.01 Upon written request from an employee, the employee shall, at a mutually agreeable time during regular working hours, have access to examine their personnel file in the presence of a duly authorized representative of PSHSA. The employee has the right to be accompanied by a Union representative.

Upon the request of the employee, PSHSA will provide a copy of any material contained in the personnel file.

ARTICLE 22 - ORGANIZATIONAL CHANGE

22.01 a) In the event that the Employer introduces organizational change which results in the displacement of employees from employment with the Employer, the Employer shall make every effort to place such employees in other job openings.

b) If all efforts are exhausted, and the Employer cannot place the affected employees in other positions, the Employer shall follow the requirements as set out in Article 7.

ARTICLE 23 – LABOUR/MANAGEMENT COMMITTEE

23.01 The purpose of such meetings shall be to discuss issues relating to the workplace which affect the parties. A committee known as the Labour/Management Committee shall consist of an equal number of representatives from the Union and the Employer to a maximum of three (3) Union and three (3) Employer representatives.

23.02 The Committee shall meet at least once every four (4) months or as needed at a time mutually agreed upon between the parties.

ARTICLE 24 - HOME OFFICE

24.01 a) Where the Employer requires an employee to have a Home Office, the Employer shall provide the employee with all the necessary appropriate equipment and supplies to ensure that the office is functional. Internet (up to a maximum of \$75 per month) and phone will be paid in addition to the initial set up fees, subject to provision by the Employee of the appropriate receipt.

b) As it is a condition of the Employer that a Home Office is required, such Employees will receive a *Declaration of Conditions of Employment* form as set out by Canada Revenue Agency (Form T2200). Such declaration is to be provided to the Employee on or before March 1 of the year after the year (or part thereof) in which the Employee maintained a Home Office.

ARTICLE 25 - HEALTH AND SAFETY

25.01 PSHSA shall make reasonable provisions for the health and safety of employees during the hours of their employment. PSHSA and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of health and safety of all employees.

ARTICLE 26-RELOCATION

26.01 PSHSA will not require any employee to relocate their home.

ARTICLE 27 – WAGES AND JOB EVALUATION

27.01 The following wage grid will come into effect April 1st, 2016. PSHSA shall provide to the Union Negotiating Committee a listing of all employees in the bargaining unit and the effect of the implementation of the grid on each individual's salary

Year(s)*	1	2	3	4	5
Grade 3	\$ 33,600.00	\$ 37,800.00	\$ 42,000.00	\$ 46,200.00	\$ 50,400.00
Grade 4	\$ 37,632.00	\$ 42,336.00	\$ 47,040.00	\$ 51,744.00	\$ 56,448.00

Year(s)*	1	3	6	9	12
Grade 5	\$ 42,148.00	\$ 47,416.50	\$ 52,685.00	\$ 57,953.50	\$ 63,222.00
Grade 6	\$ 47,206.00	\$ 53,106.50	\$ 59,007.00	\$ 64,907.50	\$ 70,808.00
Grade 7	\$ 52,870.00	\$ 59,478.75	\$ 66,087.50	\$ 72,696.25	\$ 79,305.00
Grade 8	\$ 59,215.00	\$ 66,616.75	\$ 74,018.50	\$ 81,420.25	\$ 88,822.00

Grade 9/Year(s)*	1	3	6	9	12
L1 - Meets requirements of the position	\$ 75,000.00	\$ 78,500.00	\$ 82,000.00	\$ 85,500.00	\$ 89,000.00
L2 - CRSP or Equivalent or Specialty	\$ 78,000.00	\$ 81,500.00	\$ 85,000.00	\$ 88,500.00	\$ 92,000.00
L3 - CRSP or Equivalent and Specialty	\$ 81,000.00	\$ 84,500.00	\$ 88,000.00	\$ 91,500.00	\$ 95,000.00
L4 – Completed program in Adult Ed, BD or PM and/or Master's degree	\$ 84,000.00	\$ 88,000.00	\$ 92,000.00	\$ 96,000.00	\$ 100,000.00

*denotes years of service with PSHSA and predecessor organizations.

No individual employee wage adjustment as a result of the implementation of this new wage grid, or as a result of the adjustments noted below, shall exceed 3.5% in any one year.

Any Employee whose wage is in excess of the appropriate wage grid shall be red circled and not eligible to receive any wage adjustment.

For purposes of Grade 9, qualifications must be in relevant areas of PSHSA interest, as determined by PSHSA with input from the employee and Union, for employees to progress from one level of the grid to the next.

Subject to the maximum adjustment per year in any one year noted above, employees shall receive the following adjustment with the exception of those employees who are red circled.

Effective April 1st, 2017 – 0.5%

Effective April 1st, 2018 – 0.5%

As soon as practicable following the date of ratification, provided such ratification date occurs prior to March 31st, 2016, all employees in the bargaining unit on such date of ratification shall receive a lump sum signing bonus of \$1000.

All issues respecting designations and the placement of individual employees in the wage grid above is subject to appeal by the union provided such appeal is initiated in a timely fashion.

- 27.02 When the duties of an existing job covered by this agreement are substantially changed, or when a new job which is covered by the terms of the Collective Agreement is established by PSHSA, PSHSA shall determine the salary range for such new or changed job using the Point Factor Job Evaluation System implemented in 2012 and notify the union of the same. Any affected employee shall be given the opportunity to develop the necessary skills to perform the newly created job.

If the Union challenges the rate of the newly created job, it shall have the right to request a meeting with PSHSA to endeavor to negotiate a mutually satisfactory rate of pay. Such request will be made within ten (10) working days after receipt of notice by PSHSA of such new or changed position. The Union will provide justification of their challenge, based upon the evaluation of duties and comparison to similar positions. Any change mutually agreed to resulting from such meeting shall be retroactive to the date such new or changed position was first filled.

If the parties are unable to agree, the dispute concerning the new rate of pay may be submitted to Arbitration as provided in this Agreement, within fifteen (15) working days of such meeting.

- 27.03 Any prior agreements related to Wages and Job Evaluation shall no longer be in effect.

PSHSA agrees that it will maintain its Pay Equity Program current and in compliance with all applicable Pay Equity legislation.

ARTICLE 28 – PROFESSIONAL DUES

- 28.01 PSHSA shall reimburse employees, to a maximum of \$750.00 per year for the cost of professional dues or fees, provided such professional fees and dues are relevant to perform the duties of the job.

ARTICLE 29 - DURATION OF CONTRACT

29.01 This Agreement shall be effective from April 1st 2015 and shall continue in force and effect up to and including the last day of March 31, 2019 and from year to year thereafter unless either party desires to change or terminate the Agreement, in which case the party desiring the change or termination shall notify the other party, in writing, at least sixty (60) days prior to expiry, that such is its desire.

Signed at Toronto this 28th day of July, 2016

FOR THE EMPLOYER

FOR THE UNION

APPENDIX A

TIME OFF BETWEEN CHRISTMAS DAY AND NEW YEAR'S DAY

2016

Wednesday, December 28

Thursday, December 29

Friday, December 30

2017

Wednesday, December 27

Thursday, December 28

Friday, December 29

2018

Monday, December 24

Thursday, December 27

Friday, December 28

**Letter of Understanding #1
MHSOA Exit Benefits**

PUBLIC SERVICES HEALTH AND SAFETY ASSOCIATION
(hereinafter referred to as the "PSHSA")

AND

THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 24
(hereinafter referred to as the "Union")

It is understood that all full time permanent employees of the former legacy organization MHSOA (the qualifying employees) shall be entitled to exit benefits in accordance with the practice in place at MHSOA on termination of employment with the exception of any qualifying employees terminated for just cause.

Such qualifying terminating employees shall be eligible for exit benefits of 6 days per year of service (prorated at 0.50 days per complete month of continuous active employment service) accumulated since January 1, 1991 up to and including the date of ratification of this collective agreement.

Within thirty (30) days of the ratification of this collective agreement qualifying employees shall receive a letter from PSHSA confirming their exit benefit entitlement calculated based on their salary in effect as at the date of ratification. Such payment would be made on the first pay period following the date of their termination for any reason other than termination for just cause.

It is understood that for any employees laid off from employment and eligible for severance payments under the terms of the collective agreement such payments of severance shall be inclusive of any exit benefits entitlement.

It is also understood that the following former MHSOA legacy employees shall be qualifying employees:

Rita Abuyan
Ernie Beltran
Kurt Bohme
Jenny Parsons (Khan)
Bill Sisler
Mark Wilson

Letter of Understanding # 2
Work Week

PUBLIC SERVICES HEALTH AND SAFETY ASSOCIATION
(hereinafter referred to as the "PSHSA")

AND

THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 24
(hereinafter referred to as the "Union")

Notwithstanding Article 2.01 d), Article 13.01, and Article 14.03 of the Collective Agreement, the normal hours of work per week for the following employees shall be 35 hours:

Penny Ebanks	Reporting Lead
Victoria Serry	Client Coordinator
Siva Shanmugalingam	Financial Systems Administrator

It is understood that such hours of work per week shall change to 37.5 hours should any of the above-named bargaining unit employees transfer to a role other than indicated above.

**Letter of Understanding # 3
MHSOA legacy benefits**

PUBLIC SERVICES HEALTH AND SAFETY ASSOCIATION
(hereinafter referred to as the "PSHSA")

AND

THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 24
(hereinafter referred to as the "Union")

The following members of the bargaining unit who are full time permanent employees of the former legacy MHSOA organization shall be entitled to post retirement health and dental benefits upon retirement from PSHSA:

Rita Abuyan
Ernie Beltran
Kurt Bohme
Jenny Parsons (Khan)
Bill Sister
Mark Wilson

Letter of Understanding # 4
Seniority List

PUBLIC SERVICES HEALTH AND SAFETY ASSOCIATION
(hereinafter referred to as the "PSHSA")

AND

THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 24
(hereinafter referred to as the "Union")

Effective on the date of ratification, seniority for bargaining unit employees shall be as follows:

PSHSA-COPE -LOCAL 24-SENIORITY-BARGAINING UNIT MEMBERS-February 29, 2016

Last Name	First Name	Title	SENIORITY DATE (d/m/yy)
Parsons (Khan)	Jenny	Client Coordinator	1992-08-05
Wilson	Mark	Health and Safety Consultant	1998-01-01
Atkinson	Mike	Health and Safety Consultant	1998-06-07
Gallant	Janice	Health and Safety Consultant	16/11/1998
Klass	Hillarie	Health and Safety Consultant	2000-10-07
Hager	Ed	Health and Safety Consultant	25/9/2000
Abuyuan	Rita	Client Coordinator	25/11/2002
Beltran	Ernie	Information Technology Administrator	17/5/2004
Sisler	Bill	Health and Safety Consultant	31/5/2004
Shanmugalingam	Siva	Financial Services Administrator	25/10/2004
Ebanks	Penny	Client Coordinator	2005-01-03
Lorenzetti	Linda	E-Learning Developer	29/3/2005
Rizvi	Kamil	Health and Safety Consultant	2005-08-11
Bohme	Kurt	Lead Rescue Instructor	2006-10-01
Nasir	Farhan	Senior Systems Administrator	2006-07-07
Ziesmann	Frances	Health and Safety Consultant	22/11/2006
Serry	Victoria	Client Coordinator	2007-08-01
Morgan	Derek	Health and Safety Consultant	30/4/2007
Larock	Blaine	Health and Safety Consultant	27/8/2007
Ogilvie	Jim	Health and Safety Consultant	27/8/2007
Pajot	Jeff	Health and Safety Consultant	29/10/2007
Cuthbertson	Carolyn	Health and Safety Consultant	25/3/2008

Last Name	First Name	Title	SENIORITY DATE (d/m/yy)
McDermott	Neil	Health and Safety Consultant	24/4/2008
Dunlop	Tina	Health and Safety Consultant	25/8/2008
Excellent	Sandra	Health and Safety Consultant	24/11/2008
Hurry	Shelly	Health and Safety Consultant	2009-03-02
Limnidis	Connie	Health and Safety Consultant	19/5/2009
Webb	Brett	Health and Safety Consultant	16/9/2009
Cavaliere	Toni	Financial Assistant - Accounts Payable	2010-08-02
Walsh	Kathleen	Health and Safety Consultant	29/11/2010
Morose	Tanya	Health and Safety Consultant	29/11/2010
Joli-Coeur	Christine	Health and Safety Consultant	29/11/2010
Sisolak	Liz	Health and Safety Consultant	2011-07-03
Chapovalov	Olena	Health and Safety Consultant	2011-07-03
Knowles	Breanne	Product Developer	27/4/2012
Allan	Amanda	Research and Market Development Lead	21/01/2013
Smith	Jayne	Health and Safety Consultant	26/03/2013
Du Quesnay-Jones	Michelle	Graphic & Web Designer	1/4/2013 *
Feliciano	Lorraine	Design Lead	23/4/2013
Balasubramaniam	Gangasuthan	Applications Developer	29/4/2013
Conte	Christy	Curriculum Development Specialist	2014-06-03
Giglio	Mary Lou	Reporting Analyst - Finance	21/04/2014
Fretz	David	Health and Safety Consultant	2014-02-09
Holden	Jeremy	Health and Safety Consultant	2014-02-09
Wolfe	Marla	Product Services Specialist	2014-01-10
Goldschmidt	Anat	Product Services Specialist	2014-10-10
Rhodes-Novicki	Lily	Product Services Specialist	2015-02-02
Jackson	Lotoya	Product Services Specialist	17/2/2015
Mohamed	Omar	Applications Developer	30/03/2015
Tang	Richard	Health and Safety Consultant	2015-02-11
McCullagh	Bruce	Health and Safety Consultant	30/11/2015
Metcalfe	Tim	Health and Safety Consultant	30/11/2015
Plant**	Kevin	Health and Safety Consultant	2016-11-01

* On a personal leave of absence

** On probation

TOTAL MEMBERS OF BARGAINING UNIT = 53

Letter of Understanding # 5
New or Recent grads

PUBLIC SERVICES HEALTH AND SAFETY ASSOCIATION
(hereinafter referred to as the "PSHSA")

AND

THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 24
(hereinafter referred to as the "Union")

The parties agree that from time to time, PSHSA may hire new or recent graduates to the position of Health and Safety Consultant for a fixed term of up to one year. Such employees, notwithstanding the provisions of Articles 2 and 3 of the Collective Agreement, shall become and remain members in good standing of the Union during the term of their employment. Notwithstanding the provisions of Article 27 of the Collective Agreement, such employees shall be paid up to the rate of 90% of the 1 year rate of the Grade 9 level provided for in the wage grid in effect, and at the appropriate step of the grid depending on their qualifications as determined by PSHSA at the time of hiring. Seniority shall accrue to such employees in accordance with the provisions of Article 7 of the Collective Agreement. Such fixed term employment shall terminate by no later than the end of one year from their date of hire. Should there be a vacancy at the time of the end of their term they shall be eligible to bid and be considered for such vacancy, and if successful would become permanent full-time employees as defined in Article 2 of the Collective Agreement.

**Letter of Understanding #6
Use of Temporary Resources**

**PUBLIC SERVICES HEALTH AND SAFETY ASSOCIATION
(hereinafter referred to as the "PSHSA")**

AND

**THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 24
(hereinafter referred to as the "Union")**

PSHSA recognizes that the Union wishes to minimize the use of temporary employees, contractors, and contract trainers as defined in Article 2 of the Collective Agreement. Accordingly, PSHSA agrees that during the term of the Collective Agreement, it will provide as much advance notice as practicable of the need for such temporary resources to bargaining unit members and where practicable and economical, as determined by PSHSA, it will give preference to and consideration for the use of bargaining unit employees that are interested in meeting such need for a temporary resource.

Letter of Understanding #7
Short Term Disability Provisions

PUBLIC SERVICES HEALTH AND SAFETY ASSOCIATION
(hereinafter referred to as the "PSHSA")

AND

THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 24
(hereinafter referred to as the "Union")

PSHSA agrees that, notwithstanding the provisions of the Short Term Disability coverage as provided for in Article 18 of the Collective Agreement, in the case of an employee qualifying for short term disability coverage as a result of an employee accident or hospitalization, the employee's wages shall be topped up by PSHSA to ensure no loss of wages during the first five (5) days of any such disability.

PSHSA also agrees to continue its practice of paying full employee wages during the first five (5) days of a disability due to illness provided such employee complies with the normal requirements of the short term disability plan as well as PSHSA's requirements for medical certification if the absence due to illness exceeds three (3) days.

**Letter of Understanding #8
Corporate Credit Card**

PUBLIC SERVICES HEALTH AND SAFETY ASSOCIATION
(hereinafter referred to as the "PSHSA")

AND

THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 24
(hereinafter referred to as the "Union")

The parties agree that employees who travel on PSHSA business may request a corporate credit card for handling business travel related expenses. PSHSA shall review such request and if deemed reasonable, shall endeavor to supply such a card.