

# AGREEMENT BETWEEN



PSAC HOLDINGS LTD.

AND

THE ALLIANCE EMPLOYEES' UNION



UNIT IX

EXPIRY DATE: JULY 28, 2016

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## **ARTICLE 1**

### ***PURPOSE OF AGREEMENT***

- 1.01** The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the PSAC Holdings, the employees and the Union, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.

## **ARTICLE 2**

### ***DEFINITIONS***

- 2.01** For the purpose of this Agreement:
- a) "bargaining unit" means the employees of PSAC Holdings in the group described in Article 5 (Recognition) of this Agreement;
  - b) "Building Manager" means Facilities Manager;
  - c) "compensatory leave" means leave with pay in lieu of cash payment for overtime worked. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on his/her normal hourly rate of pay in effect on the work day immediately prior to the day on which leave is taken;
  - d) "continuous employment" means an unbroken period of employment with PSAC Holdings, PSAC and its Components and predecessor organizations and for greater certainty employment should not be considered to be broken by authorized periods of leave, with or without pay, except as specified in clauses 19.13 and 19.14 or by any period of less than three (3) months between two separate periods of employment with PSAC Holdings, PSAC, its Components or its predecessor organizations. (This definition in no way implies any entitlement to pay or other compensation from PSAC Holdings during the hiatus between two separate periods of employment);

- e) "day of rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position;
- f) "dependent child" means an employee's or spouse's natural, legally adopted, or stepchild who is unmarried, unemployed, dependent and under the age of twenty-one (21) if not in full-time attendance at an educational institution, otherwise under the age of twenty-five (25). The definition of spouse and child will be applied to all relevant contract clauses, welfare plans and benefits, except pension plan, where dependent child is defined by law;
- g) "employee" means a person who is a member of the bargaining unit, including term and part-time employees;
- h) "Employer" means PSAC Holdings Limited as represented by the officers of the company and includes any person authorized to exercise the authority of the officers;
- i) "holiday" means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;
- j) "leave" means authorized absence from duty by an employee during his/her scheduled regular hours of work;
- k) "membership dues" means the dues established by the Alliance Employees' Union as the dues payable by its members as a consequence of their membership in the Union and shall not include any initiation fee, insurance premium or special levy;
- l) "occasional employee" means an employee without indeterminate status, who has been found qualified for a specific position, and who is placed on an availability list to replace a regular employee. Occasional employees are not deemed to have a regular schedule of work and are called in on a day-to-day, as-needed basis;
- m) "overtime" means work properly authorized by the Employer and performed by an employee in excess or outside of his/her regularly scheduled daily hours of work;
- n) "pension plan" means the PSAC Pension Plan;
- o) "rates of pay" means:

- i) "weekly rate of pay" means an employee's annual rate of pay divided by 52.17;
- ii) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
- iii) "hourly rate of pay" means an employee's weekly rate of pay divided by the normal number of hours in the work week for the applicable job classification;
  
- p) "regular full-time" means an employee who works the normal number of hours in the work week as outlined in this Agreement;
- q) "regular part-time" means an employee who works regularly less than the normal hours of work as outlined in this Agreement;
- r) "secondment" means the authorized temporary assignment with pay of an employee to a position with an organization other than the Employer for the purpose of performing duties for said organization. No employee shall be subject to secondment without his/her consent;
- s) "seniority" and "continuous employment" mean the same by definition. Unless otherwise specified in this Collective Agreement, seniority shall accrue during all periods of leave with pay and during all periods of leave without pay of three (3) months or less;
- t) "spouse" means a person to whom an employee is legally married, or a person with whom an employee has cohabited for a continuous period of at least one (1) year and who has been identified to the Employer as the employee's spouse regardless of sex;
- u) "term employee" means a person who is employed by PSAC Holdings for a specified period of time to perform duties either on a full-time or part-time basis but who ceases to be employed by PSAC Holdings when the specified period of time is terminated, unless the specified period of time is extended by another specified period of time or terminated prior to the specified period;
- v) "Union" means the Alliance Employees' Union;
- w) "week" means from Monday 00:01 to Sunday 24:00.



## **ARTICLE 3**

### ***APPLICATION***

- 3.01** The provisions of this Agreement apply to the Alliance Employees' Union, employees and the Employer.
- 3.02** Both the English and French texts of this Agreement are official.
- 3.03** Where the masculine or feminine gender is used in this Collective Agreement, it shall be considered to include both genders unless any provision of this Collective Agreement specifies otherwise.

## **ARTICLE 4**

### ***MANAGEMENT RIGHTS***

- 4.01** All the functions, rights, powers and authority which the Employer has not abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

## **ARTICLE 5**

### ***RECOGNITION***

- 5.01** The Employer recognizes the Alliance Employees' Union as the exclusive bargaining agent for all of its employees save and except the Facilities Manager and those above the rank of Facilities Manager as certified by the Ontario Labour Relations Board (dated March 1, 1984).

## **ARTICLE 6**

### ***APPOINTMENT OF REPRESENTATIVES***

- 6.01** The Employer acknowledges the right of the Union to appoint employees as representatives of the Union.
- 6.02** The Union agrees to limit the appointment of representatives to a reasonable number.

- 6.03** The Union shall notify the Employer, in writing, of the names of the representatives.
- 6.04** Reasonable space on bulletin boards will be made available to the Union for the posting of official Union notices in convenient locations as determined by the Employer. Notices or other materials shall require the prior approval of the Employer, except notices of meetings of their members and elections, the names of Union representatives, and social and recreational events.
- 6.05** A representative shall obtain, whenever possible, the permission of their immediate supervisor before leaving his/her work to: investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances, and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his/her supervisor before resuming normal duties.
- 6.06**
- a) Effective October 1, 1984, the Employer agrees to recognize a committee of two (2) employees selected by the Union as the Union's bargaining committee. Said employees shall be granted leave with pay to attend any meetings with the Employer in connection with negotiations, including time to travel to and from said meetings, but not including conciliation or mediation meetings.
  - b) In the event that either party wishes to convene a meeting for the purpose of negotiations, said meeting shall be held at a time and place mutually agreed upon by both parties.
- 6.07** A representative shall be granted time off with pay during the grievance process, including arbitration, in order to represent any member of an AEU bargaining unit employed by the PSAC or PSAC Holdings. Such time off shall be reported on an appropriate leave form.
- 6.08** The Employer agrees to provide an AEU representative and a new employee up to one (1) hour of paid leave to acquaint newly hired employees, at the time of orientation, with the fact that a collective bargaining relationship exists between the Union and the Employer.

## **ARTICLE 7**

### ***UNION SECURITY***

- 7.01** All employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing. The Employer agrees to deduct half of the monthly dues, as certified by the treasurer of the Union, from each of two (2) bi-weekly salary cheques each month for each employee in the bargaining unit and forward same to the treasurer of the Union, together with a list of employees and the amount from whom deductions were made.
- 7.02** The Employer shall ensure that T4's issued to employees in the bargaining unit show the amount deducted for Union dues and remitted to the Union.

## **ARTICLE 8**

### ***INFORMATION TO THE UNION***

- 8.01**
- a) The Employer will forward to the secretary of the Union, at the time the event occurs, the name, address, telephone number, job classification and status of any employee hired by PSAC Holdings.
  - b) The Employer agrees to inform the Union of the fact that an employee of PSAC Holdings has terminated his/her employment.
- 8.02** An up-to-date seniority list shall be sent to the secretary of the Union and all employees covered by the Collective Agreement no later than June 30 of each year and at the same time as employees are provided with the information outlined in clause 9.03 of this Agreement.
- 8.03** The Employer will also provide the secretary of the Union with a notification of all promotions within the bargaining unit whenever a promotion occurs.
- 8.04**
- a) The Employer will provide the Union with five (5) bilingual copies of this Collective Agreement within two (2) weeks of receipt of this Collective Agreement from the printer.
  - b) The Employer will also provide the Union with a scanned copy of the Collective Agreement in both official languages.

- 8.05** Reasonable space on bulletin boards will be made available to the Union for the posting of official Union notices in convenient locations as determined by the Employer. Notices or other materials shall require the prior approval of the Employer, except notices of meetings of their members and elections, the names of Union representatives, and social and recreational events.

## **ARTICLE 9**

### ***INFORMATION TO EMPLOYEES***

- 9.01** The parties agree to take all necessary action to ensure that bilingual copies of the Collective Agreement are printed and available for distribution to employees within one-hundred-and-twenty (120) days of ratification.
- 9.02** There shall be only one (1) employee personnel file to be held by the Employer. Upon request by an employee to the building manager, the Employer shall allow the employee to view his/her personnel file and provide him/her with a copy of any document on the file requested by the employee.
- 9.03** The Employer will provide annually, no later than June 30, each employee with a statement of the employee's leave credits and contribution to PSAC Pension Plan.
- 9.04** Upon written request, an employee shall be entitled to a complete and current statement containing his/her duties and responsibilities of his/her position.
- 9.05** The Employer shall provide an employee within ten (10) days a copy of the above either when requested or at time of employment, or when there is a change in duties.

## **ARTICLE 10**

### ***RETENTION OF RIGHTS AND PRIVILEGES***

- 10.01** The Employer shall consult meaningfully with representatives of the Union at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

**10.02** Should PSAC Holdings merge, amalgamate or combine any of its operations or functions with another organization during the term of this Agreement, the Employer, through whatever merger agreement involved, agrees that all benefits and conditions of employment held by the employees shall be integrated and shall not be adversely affected.

**10.03** Should the Union change its name, affiliate or merge with any other Union, or group of Unions, the resulting entity shall retain all the privileges and rights of the former Union and the existing Collective Agreement shall remain in force for the term of the Collective Agreement.

## **ARTICLE 11**

### ***RESTRICTION ON OUTSIDE EMPLOYMENT***

**11.01** An employee shall not be restricted in engaging in other employment or activities outside the hours he/she is required to work for the Employer, unless the Employer specifically states that, in its opinion, such outside employment or activities involves a conflict of interest.

**11.02** An employee shall not engage in outside employment or activities if the hours or responsibilities involved are likely to impair his/her ability to perform his/her PSAC Holdings duties in an efficient and satisfactory manner.

**11.03** It is the responsibility of each employee to advise the Employer of any outside employment and/or activity which may be considered a conflict as envisaged in clause 11.01 and/or 11.02. Upon receiving such notice, the Employer shall within twenty (20) working days advise the employee if, in its opinion, such activity involves a conflict of interest.

## **ARTICLE 12**

### ***HOURS OF WORK***

**12.01** a) For the maintenance day worker, the scheduled work week shall be thirty-five (35) hours and the scheduled work day shall be seven (7) hours exclusive of a lunch period (8:00 to 15:30).

b) For the janitorial workers, the scheduled work week shall be thirty-five (35) hours and the scheduled work day shall be seven (7) hours exclusive of a lunch period (15:30 to 23:00).

- c)
  - i) For the security workers, the scheduled work week shall be forty (40) hours and the work day shall be eight (8) hours inclusive of a lunch period.
  - ii) Shift schedules for security workers shall be as follows:
    - 7:00 – 15:00
    - 15:00 – 23:00
    - 23:00 – 7:00
- d) For the administrative workers, the scheduled work week shall be thirty-five (35) hours and the scheduled work day shall be seven (7) hours exclusive of a lunch period, between the core hours of 6:00 and 18:00.
- e) The Employer shall schedule two (2) consecutive days of rest per scheduled work week.
- f) Notwithstanding the provisions of this Article and with Employer approval, employees other than shift workers may complete their weekly hours of employment in a period other than five (5) days, provided that over a period to be determined by the Employer, employees work an average of the hours of their scheduled work week. In every such period, employees shall be granted days of rest on the days not scheduled as normal work days for them.

**12.02** The above statements of normal hours are for the purpose of calculating overtime only, and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked.

**12.03** Sufficient wash-up time shall be provided immediately before meal time and quitting time.

**12.04** The Employer will provide two (2) paid rest periods of fifteen (15) minutes each per full working day.

- 12.05**
- a) The Employer shall prepare and post a work schedule for maintenance, security and janitorial employees prior to its coming into effect, showing the name of the employee, the status (full-time, part-time, occasional or term), the days and times each employee is expected to work during the month, the days off and any period of leave that is known at the time the schedule is prepared.
  - b) Any subsequent change to the schedule will be shown in a manner that clearly identifies the change.

- c) The Employer will make every reasonable effort to:
  - i) not schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift; and
  - ii) avoid excessive fluctuation in hours of work.

**12.06** Where the regularly scheduled hours of work are changed (i.e. both starting and finishing times) for an indefinite period of time on less than forty-eight (48) hours' notice, the first shift worked on the new schedule shall be compensated at time and one-half (1½), provided that the new scheduled starting time of the employee's shift is at least four (4) hours earlier or later than the formerly scheduled starting time.

**12.07** Where an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:

- a) on the day it commenced where half or more of the hours worked fall on that day, or
- b) on the day it terminates where more than half of the hours worked fall on that day.

**12.08** Employees who ordinarily perform the same work may exchange shifts with the approval of the Employer provided:

- a) sufficient advance notice is given;
- b) there is no increased cost to the Employer;
- c) that the master shift schedule is not affected;
- d) that no employee has less than eight (8) hours between shifts.

**12.09** Employees are expected to give as much notice as possible of any absence from work, and giving less than four (4) hours' notice of any absence should only occur in exceptional circumstances.

**12.10** The Employer is expected to give at least three (3) hours' notice when calling in workers including part-time and occasional workers and giving less than three (3) hours' notice should only occur in exceptional circumstances.

## ARTICLE 13

### ***OVERTIME***

**13.01** In this Article:

- a) "overtime" means authorized work performed by an employee in excess of his normal daily or weekly hours of work, and work performed on a day of rest as defined in Article 12: Hours of Work;
- b) "straight-time rate" means an employee's normal hourly rate of pay;
- c) "time and one-half" means one and one-half times ( $1\frac{1}{2}$  x) the straight-time rate;
- d) "double time" means twice (2x) the straight-time rate.

**13.02**

- a) When regular employees (full-time and part-time) are required to be replaced, as determined by the Employer, the Employer will choose from amongst qualified employees using the following criteria:
  - i) at no overtime cost, and
  - ii) by seniority, and
  - iii) from amongst available regular part-timers, without exceeding a normal work week of thirty-five (35) or forty (40) hours as the case may be, and if none is available,
  - iv) from amongst available occasional staff.
- b) Where overtime work is required, it shall be distributed to the employees who normally perform the work. An employee shall be paid at the rate of time and one-half ( $1\frac{1}{2}$  x) for authorized overtime work required to be performed in excess of the normal daily hours. However, under the following circumstances, he/she shall be paid at the rate of double time (2x) instead of time and one-half ( $1\frac{1}{2}$  x):
  - i) for all hours worked in excess of the normal daily hours on his/her first (1<sup>st</sup>) day of rest;
  - ii) for all hours worked on his/her second (2<sup>nd</sup>) day of rest.

**13.03** Subject to operation requirements, the Employer shall make every reasonable effort to avoid excessive overtime.



- 13.04** All employees recognize that they are obligated to work overtime when requested to do so. However, the Employer shall endeavour to assign overtime on a voluntary basis where possible and shall make every reasonable effort to give as much advance notice of this requirement as possible.
- 13.05**
- a) For regular full-time employees, overtime shall be compensated in cash except where, upon request of an employee, overtime may be compensated in equivalent leave with pay at times convenient to both the employee and Employer.
  - b) For regular part-time and occasional employees, overtime shall be compensated in cash except where, upon request of an employee, overtime may be compensated in equivalent leave with pay at times convenient to both the employee and the Employer and this compensatory leave must not create any additional cost to the Employer.
- 13.06** In the event operational requirements preclude an employee taking compensatory leave during the year in which it was earned, a maximum of fifteen (15) days compensatory leave credits may be carried over into the succeeding year. Compensatory leave credits in excess of fifteen (15) days shall be liquidated by means of an equivalent cash payment and will be based on the employee's regular salary rate as at December 31.
- 13.07**
- a) Where an employee is required to work overtime (minimum of three (3) hours) immediately following his/her scheduled hours of work, he/she shall be granted a meal allowance, and reasonable time with pay in order that he/she may take a meal break at/or adjacent to his/her place of work. The meal allowance shall be equivalent to the meal allowance for the lunch meal in the PSAC Travel Directive, as amended from time to time.
  - b) Where an employee is required to work a full double shift, an additional meal allowance shall be provided.
  - c) An employee who is authorized to work overtime on a day of rest or on a designated paid holiday, and such overtime work includes a meal period, shall be reimbursed expenses for meals at the amount specified in the PSAC Travel Directive, as amended from time to time, except that such expenses shall not be reimbursed if free meals are provided. An employee shall be reimbursed his/her meal expenses only when he/she returns to work and works at least two (2) hours after a meal break.

**13.08** Employees shall record starting and finishing times of overtime work in a form determined by the Employer.

**13.09** The Employer shall reimburse, up to a limit of ten dollars (\$10.00) per hour, an employee who is a parent of a young child or children, for the cost of substitute care when an employee works overtime contiguous with his/her regular hours of work. A receipt will be submitted to the Employer and this reimbursement will not normally be paid to a member of the family residing with the employee.

## **ARTICLE 14**

### ***CALL-BACK PAY***

**14.01** When an employee is recalled to work overtime and he/she reports for work, he/she is entitled to the greater of:

- a) compensation at the applicable overtime rate for hours worked, or
- b) a minimum of three (3) hours' pay at the applicable overtime rate,

provided that the period of overtime worked by the employee is not contiguous to his/her scheduled shift.

**14.02** When an employee, who is recalled to his/her place of work or reports to work on a day of rest or on a designated paid holiday in accordance with clause 14.01, is required to use transportation other than that provided by normal public transportation services, he/she shall be paid:

- a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his/her automobile when the employee travels by means of his/her own automobile, or
- b) out-of-pocket expenses for other means of commercial transportation provided that the employee submits a receipt for reimbursement.

Time spent by the employee reporting to work or returning to his/her residence shall not constitute time worked.

## ARTICLE 15

### ***PREMIUMS***

- 15.01** Effective July 29, 2013, an employee shall receive a shift premium of two dollars and eighty cents (\$2.80) per hour for all hours worked, including overtime hours worked, on shifts, half ( $\frac{1}{2}$ ) or more of the hours of which are regularly scheduled between 18:00 and 6:00; an employee working on a shift regularly scheduled to start between the hours of 22:00 and 2:00 will also receive a shift premium of two dollars and eighty cents (\$2.80) per hour for all hours worked.
- 15.02**
- a) Effective July 29, 2013, employees shall receive an additional premium of one dollar and forty-five (\$1.45) cents per hour for work on Saturday and/or Sunday for hours worked as stipulated in b) below.
  - b) Weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday. However, the foregoing shall not apply in cases where an employee requests to work on Saturday and/or Sunday under other than a rotating shift schedule.
- 15.03** An employee receiving a shift premium as provided in clauses 15.01 and 15.02 will continue to receive same during all periods of approved paid leave.

## ARTICLE 16

### ***PAY AND ACTING PAY***

- 16.01** An employee is entitled to be paid for services rendered at the rate of pay specified in Appendix "A" for the position occupied.
- 16.01A** Effective July 29, 2013, the Employer agrees that a Bilingualism Allowance of \$1,379.00 per year shall be payable to all eligible employees of PSAC Holdings Ltd. who are required by the Employer to use both official languages when communicating either orally or in writing.
- 16.01B** The Employer agrees that the amount of the bilingualism allowance stipulated in 16.01A above shall be increased based on the calculation made on July 29 of each subsequent year at the same percentage as the salary increase negotiated by the parties for the duration of the collective agreement.

- 16.02** Except as otherwise specified in the letter of offer, on appointment, an employee's salary rate will be the minimum of the salary range applicable to the classification level in which he/she is appointed. An employee shall be entitled to periodic increments in accordance with the applicable salary range until the maximum of such salary range is reached.
- 16.03** When an employee is promoted, he/she shall be entitled to that rate of pay in the salary range of the classification level to which he/she is promoted which provides an increase in an amount not less than the lowest annual increment provided for in the new salary range.
- 16.04** If an employee is appointed to a different position, the salary range which does not permit an increase in an amount as great as that applicable on promotion (see clause 16.03), such appointment shall constitute a transfer, in which case the employee shall be entitled to the rate of pay in the new salary range which is nearest to but not less than that which applied to him/her in respect of the classification level of the position from which he/she was transferred. If there is no such rate in the new salary range, the employee shall continue to receive his/her previous salary rate until such time as a higher rate is provided in the new salary range, at which time, and effective the date thereof, he/she shall be entitled to the salary rate which is closest to but not less than his/her previous salary rate.
- 16.05** An employee to whom clause 16.04 applied shall retain his/her increment date if he/she had not reached the maximum rate in his/her former position and is not paid the maximum rate in the new position to which he/she is appointed.
- 16.06** If an employee is promoted or transferred on a date which coincides with the date on which he/she would otherwise have received a salary increment in respect of his/her previous position, such salary increment shall be deemed to have been duly authorized before determining the rate of pay applicable to him/her on promotion or transfer, as the case may be.
- 16.07** The pay increment date for an employee appointed to a position shall be his/her anniversary date of the increment period for the position to which the employee was appointed.
- 16.08** The increment period shall be twelve (12) months.
- 16.09** When an employee is required by the Employer to perform for a temporary period of at least one (1) working day, the duties of a higher position than the one held by him/her, such employee shall be paid acting pay as if he/she had been appointed to the higher position.

- 16.10** Except under unusual circumstances, an employee shall be paid by direct deposit every two (2) weeks. Each pay period the employee will receive a pay stub indicating the employee's gross and net entitlements and details of all deductions.

## **ARTICLE 17**

### **VACATION LEAVE WITH PAY**

- 17.01** For each calendar month in which an employee earns at least ten (10) days' pay, he/she shall earn vacation leave credits at the rate of:
- a) one and one-quarter ( $1\frac{1}{4}$ ) days if he/she has completed less than two (2) years of continuous employment;
  - b) one and two-thirds ( $1\frac{2}{3}$ ) days if he/she has completed two (2) years of continuous employment;
  - c) one and five-sixths ( $1\frac{5}{6}$ ) days if he/she has completed seven (7) years of continuous employment;
  - d) two and one-twelfth ( $2\frac{1}{12}$ ) days if he/she has completed twelve (12) years of continuous employment;
  - e) two and one-quarter ( $2\frac{1}{4}$ ) days if he/she has completed seventeen (17) years of continuous employment;
  - f) two and one-half ( $2\frac{1}{2}$ ) days if he/she has completed twenty (20) years of continuous employment.
  - g) After having completed twenty-two (22) years of continuous service, an employee shall be credited with one-half ( $\frac{1}{2}$ ) day of vacation leave;
    - i) for each successive year of continuous service, an employee shall be entitled to a further half ( $\frac{1}{2}$ ) day of vacation leave per completed year of service, to a maximum of five (5) additional days of vacation leave;
    - ii) the credit shall be added to the employee's vacation bank annually on the day the employee completes an additional year of service;
    - iii) for part-time employees, long service vacation credits are subject to clause 37.04.

h) For the purpose of clause 17.01 only, all service with the Employer, whether continuous or discontinuous, shall count toward vacation leave, except where a person who, on termination of service, takes or has taken severance pay.

\* Annual leave credits can be taken in “hours”.

**17.02**

a) Subject to operational requirements, the Employer shall make every reasonable effort:

i) to schedule an employee's vacation leave in the vacation year in which it is earned and in a manner acceptable to the employee;

ii) to schedule the employee's vacation leave with pay for up to three (3) consecutive weeks during the period requested, provided written notice of the period requested is given by the employee, as soon as possible after April 1 but not later than May 1, the Employer shall respond to such request not later than May 31;

iii) to schedule the employee's vacation leave with pay on any other basis, if the employee gives the Employer at least five (5) days' advance written notice for requests of vacation leave with pay of five (5) days or less. However, if no replacement is required during the period of vacation leave, such notice may be given two (2) days in advance;

iv) to schedule vacation leave according to the wishes of the employee on a first come, first served basis.

b) In cases of conflicting requests by two (2) or more employees requesting vacation leave, and the period of vacation is not more than three (3) consecutive weeks, length of continuous employment shall be the governing factor, except that the Employer shall not be expected or compelled to cancel leave previously granted to a lesser service employee.

c) Approval of leave in a timely fashion and no later than one (1) month prior to the commencement of the leave if applicable.

**17.03**

Upon request from the employee, the Employer may, for good and sufficient reason, schedule vacation leave with pay on shorter notice than that specified in sub-clauses 17.02 a) ii) and iii).

**17.04**

Reasons for denial of annual leave shall be provided in writing to the employee.

- 17.05** An employee is entitled to vacation leave with pay to the extent of his/her earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.
- 17.06** In the event of termination of employment for reasons other than death, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the rate of pay received by the employee on the date of termination.
- 17.07** The Employer shall authorize the carry-over of vacation leave not exceeding one (1) year's entitlement.
- 17.08** If, by October 1 in a given year, the Employer has not authorized the carry-over of the balance of any vacation leave entitlement accruing for that year in accordance with clause 17.07, and the employee has not made known his/her wishes in respect of unused vacation leave accruing to the end of the year, the Employer may direct the dates on which such vacation leave shall be taken.
- 17.09** If an employee becomes ill or becomes entitled to special leave, the period of leave so displaced shall be added to his/her period of leave or reinstated for use at a later date, provided any sick leave claimed is supported by a certificate signed by a qualified medical practitioner.
- 17.10** Where, during any period of vacation leave with pay, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he/she incurs:
- a) in proceeding to his/her place of duty, and
  - b) in returning to the place from which he/she was recalled if he/she immediately resumes vacation upon completing the assignment for which he/she was recalled, after submitting such accounts as are normally required by the Employer.
- 17.11** The employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under clause 17.08 to be reimbursed for reasonable expenses incurred by him/her.
- 17.12** If an employee dies or otherwise ceases to be employed he/she or his/her estate shall, in lieu of earned vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his/her employment.

- 17.13** When the Employer cancels a period of approved vacation leave, the Employer shall reimburse the employee for all receipted cancellation fees and documented non-refundable expenses incurred by the employee.

## **ARTICLE 18**

### ***SICK LEAVE WITH PAY***

- 18.01** An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month for which she/he receives pay for at least ten (10) days.

#### Granting of Sick Leave

- 18.02** An employee shall be granted sick leave with pay when she/he is unable to perform her/his duties because of illness or injury provided that:

- a) she/he satisfies the Employer of her/his condition by presenting a medical certificate or in such a manner and at such times as may be determined by the Employer, and
- b) she/he has the necessary sick leave credits.

- 18.03** Unless otherwise informed in advance, a statement signed by the employee stating that because of illness or injury she/he was unable to perform her/his duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 18.02 a). In the event a medical certificate is requested by the Employer certifying that the employee was unable to perform the duties of the employee's position because of illness or injury, the costs charged by the doctor for the certificate will be reimbursed by the Employer.

- 18.04** An employee shall not be granted sick leave with pay during any period in which she/he is on leave of absence without pay or under suspension.

- 18.05** If an employee has insufficient credits to cover the granting of sick leave with pay under provisions of this Article, additional sick leave with pay may be granted, at the discretion of the Employer, subject to recovery of the value of any such advanced sick leave from any benefits accrued or subsequently accruing to the employee.



**18.06** Upon the exhaustion of her/his paid sick leave credits, an employee is entitled to leave without pay for the duration of her/his illness up to a maximum of one (1) year. At the employee's request and with the approval of the Employer, the leave without pay period can be extended beyond one (1) year.

The Employer shall pay the premiums of both the employee's and the Employer's share of all benefit premiums, except the pension plan premium, for a period of up to one (1) year for any employee who is on leave without pay because of illness. Such payments shall be repaid to the Employer by the employee, after the employee's return to work.

Should the employee fail to return to work, the employee recognizes that he/she is indebted to the Employer for the amount paid as advanced payments of benefit premiums for the period in question.

For a further two (2) years, the employee shall retain the right to apply on internal competitions for any vacant position as if he/she were still an employee.

## **ARTICLE 19**

### ***SPECIAL LEAVE WITH OR WITHOUT PAY***

**19.01** An employee who is granted leave up to one (1) year under this Collective Agreement shall return to her/his position upon the termination of her/his leave.

**19.02** An employee who is elected to a full-time position with the Union shall be granted leave of absence without pay for a period of two (2) years subject to renewal on application to the Employer for further successive periods of two (2) years each.

#### Bereavement Leave with Pay

**19.03** For the purpose of this clause, the definition of immediate family will include the relatives of a common-law spouse in the same manner as would be applied to the relatives of a spouse.

For the purpose of this clause, immediate family is defined as father, mother, (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse, child, stepchild, child adopted through Aboriginal custom adoption practices, or ward of the employee, father-in-law, mother-in-law, grandparents, employee's grandchild, and other relatives permanently residing in the employee's household or with whom the employee permanently resides, and also includes anyone for whom the employee holds a legally executed "Power of Attorney".

- a) When a member of an employee's immediate family dies, the employee shall be entitled to bereavement leave with pay for a period of up to five (5) days for purposes relating to the bereavement and may, in addition, be granted up to three (3) days' leave with pay for the purposes of travel related to the death.
- b) In special circumstances and at the request of the employee, bereavement leave with pay may be extended beyond the day following the day of the funeral but the total number of days granted shall be consecutive, shall not exceed the number provided for in paragraph a) above, and must include the day of the funeral.
- c) An employee is entitled to two (2) days' bereavement leave with pay for the purpose related to the death of the employee's son-in-law or daughter-in-law.
- d) An employee is entitled to one (1) days' bereavement leave with pay for purposes relating to the death of her/his brother-in-law or sister-in-law, aunt, uncle, niece or nephew.
- e) If, during a period of compensatory leave, an employee is bereaved in circumstances under which she/he would have been eligible for bereavement leave with pay under paragraph a), b), c) or d) of this clause, she/he shall be granted bereavement leave with pay and her/his compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

#### Court Leave with Pay

### 19.04

Leave of absence with pay shall be given to an employee, other than an employee on leave of absence from the Employer without pay or under suspension, who is required:

- a) to be available for jury selection;
- b) to serve on a jury;
- c) by subpoena or summons to attend as a witness in any proceeding held:
  - i) in order or under the authority of a court of justice or before a grand jury;
  - ii) before a court, judge, justice, magistrate, or coroner;

- iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of her/his position;
- iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
- v) before an arbitrator or umpire or a person or a body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

#### Maternity Leave

- 19.05**
- a) An employee who becomes pregnant shall notify the Employer at least two (2) weeks prior to the date on which she plans to begin her maternity leave of her intention to do so. This written notice must include the date on which she intends to begin her maternity leave, and a letter from her doctor indicating the baby's due date.
  - b)
    - i) Subject to sub-clause c) of this clause, an employee who becomes pregnant shall be granted twenty-eight (28) weeks of leave without pay. This leave may begin at any time within seventeen (17) weeks of the baby's due date, and extends beyond the date of the baby's birth until the twenty-eight (28) weeks have expired.
    - ii) Notwithstanding sub-clause b) i):
      - 1) where the employee has not yet proceeded on maternity leave without pay and newborn child is hospitalized, or
      - 2) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized, the period of maternity leave without pay defined in sub-clause b) i) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.

- 3) The extension described above shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- c) The Employer may:
    - i) upon written request from the employee, defer commencement of maternity leave without pay of an employee or terminate it before the full twenty-eight (28) weeks have expired;
    - ii) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;
    - iii) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
  - d) Leave granted under this clause shall be counted in the calculation of 'continuous employment' for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for seniority and pay increment purposes. During such leave, the Employer will continue to pay its applicable share of pension and benefit plans.
  - e)
    - i) An employee who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to applicable provisions of the Employment Insurance Act or Québec Parental Insurance Plan, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan. While in receipt of this allowance, the employee shall continue to accumulate annual leave and sick leave credits.
    - ii) Employees shall have no vested right to payments under the plan, except to payments during a period of unemployment specified in the plan.
    - iii) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
  - f) An applicant under sub-clause e) of this clause shall sign an agreement with the Employer providing:

- i) that she will return to work and remain in the Employer's employ for a period equal to the period she was in receipt of maternity allowance;
  - ii) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
- g) i) Should the employee fail to return to work in accordance with the provisions of sub-clause f) i), or should she return to work but fail to work for the total period specified in provisions of sub-clause f) i), she will be indebted to the Employer for an amount determined as follows:

(allowance received) X (remaining period to be worked following her return to work)

-----  
total period to be worked as specified in f) i)

- ii) the repayment provided for in 19.05 g) i) will not apply in situations of:
  1. death;
  2. lay off;
  3. early termination due to lack of work or discontinuance of function of a specified period of employment that would have been sufficient to meet the obligation specified under sub-clause f) i);
  4. the end of a specified period of employment, if the employee is rehired by the Employer within six (6) months following the end of the obligations specified in sub-clause f) i); or
  5. has become disabled.

#### Parental Leave

- 19.06** a) An employee shall receive twenty-one (21) hours of leave with pay for needs related to the birth or adoption of the employee's child. A pregnant employee shall be entitled to this twenty-one (21) hours of leave immediately prior to the commencement of maternity leave.

- b) An employee requiring leave for reasons pertaining to the birth or adoption of a child joining their immediate family shall be granted up to thirty-five (35) weeks of leave without pay if the employee also took a period of maternity leave. If the employee did not take any maternity leave, the employee shall be entitled to thirty-seven (37) weeks of leave without pay.
- c) A notice that leave will be requested under this clause shall be made at least two (2) weeks prior to the expected date of commencement of that leave. The employee shall make every effort to keep the Employer informed of leave requirements. Notice of the leave requirement may be waived by the Employer.
- d) The Employer may:
  - i) defer the commencement of parental leave without pay at the request of the employee;
  - ii) require an employee to submit a birth certificate for the child or evidence of adoption.
- e) Parental leave without pay utilized by an employee-couple in conjunction with the birth or adoption of a child shall not exceed a total of seventy-two (72) weeks for both employees combined.
- f) Leave granted under this clause shall be counted in the calculation of 'continuous employment' for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for seniority and pay increment purposes. During such leave the Employer will continue to pay its applicable share of pension and benefit plans.
- g)
  - i) An employee who provides the Employer with proof that he/she has applied for and is eligible to receive employment insurance benefits pursuant to applicable provisions of the Employment Insurance Act or Québec Parental Insurance Plan, shall be paid a parental leave allowance in accordance with the Supplementary Employment Benefit Plan. While in receipt of this allowance, the employee shall continue to accumulate annual leave and sick leave credits.
  - ii) Employees shall have no vested right to payments under the plan, except to payments during a period of unemployment specified in the plan.

- iii) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- h) An applicant under the sub-clause g) shall sign an agreement with the Employer providing:
  - i) That the applicant will return to work and remain in the Employer's employ for a period equal to the period he/she was in receipt of the parental allowance.
  - ii) That the applicant will return to work on the date of the expiry of the parental leave, unless this date is modified with the Employer's consent.
- i) i) Should the employee fail to return to work in accordance with the provisions of sub-clause h), or should he/she return to work but fail to work for the total period specified in provisions of sub-clause h), he/she will be indebted to the Employer for an amount determined as follows:

$$\frac{\text{(allowance received)} \times \text{(remaining period to be worked following his/her return to work)}}{\text{total period to be worked as specified in h)}}$$

The repayment provided for in 19.06 h) i) will not apply in situations of:

1. death;
  2. lay off;
  3. early termination due to lack of work or discontinuance of function of a specified period of employment that would have been sufficient to meet the obligation specified under sub-clause h);
  4. the end of a specified period of employment, if the employee is rehired by the Employer within six (6) months following the end of the obligations specified in sub-clause h); or
  5. has become disabled.
- ii) where the employee's child is hospitalized and the employee has not yet proceeded on parental leave without pay, or

- iii) where the employee's child is hospitalized and the employee is on parental leave without pay the period of parental leave without pay in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave.

The extended period shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

Maternity Leave and Parental Leave  
Supplementary Employment Benefits

**19.07** In respect of the period of maternity leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:

- a) an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two (2) week waiting period less any other monies earned during this period; and/or
- b) for each week that the employee receives a maternity benefit under the Employment Insurance Act or Québec Parental Insurance plan, the difference between the gross weekly amount of the Employment Insurance or the Québec Parental Insurance plan maternity benefit she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in the maternity benefits to which she would have been eligible if no extra monies had been earned during this period.

**19.08** In respect of the period of parental leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:

- a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three percent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period.
- b) for each week in respect of which the employee receives parental adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, the difference between the gross weekly amount of the employment insurance parental adoption or paternity benefits he/she is eligible to receive and ninety-three percent (93%) of his/her weekly rate of pay less any other monies earned



during this period which may result in a decrease in Employment Insurance or the Québec Parental Insurance Plan benefits to which he/she would have been eligible if no extra monies had been earned during this period.

- c) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.

#### Special Maternity and Parental Allowance for Totally Disabled Employees

##### **19.08.1**

- a) An employee who:
  - i) fails to satisfy the eligibility requirements specified in clause 19.07 and/or clause 19.08 solely because a concurrent entitlement to benefits under the Disability Plan (DI) or the Long Term Disability Insurance Plan (LTD) or provincial compensation schemes prevents her/him from receiving employment insurance benefits (EI), and
  - ii) has satisfied all of the other eligibility criteria,

shall be paid, in respect of each week of maternity and/or parental leave, the difference between ninety-three percent (93%) of her/his weekly rate of pay and the gross amount of her/his weekly disability benefit under the DI Plan or the LTD Plan.

- b) An employee shall be paid an allowance under this clause for the same number of weeks for which she/he would have been eligible for an allowance under clause 19.07 and/or clause 19.08 had she/he been in receipt of benefits under the Employment Insurance Act or the Québec Parental Insurance maternity benefits.

##### **19.09**

- a) For a full-time employee, the weekly rate of pay referred to in clauses 19.07, 19.08 and 19.08.1 above shall be the weekly rate of pay to which she/he is entitled to on the day immediately preceding the commencement of maternity leave or parental leave.

- b) For a part-time employee, the weekly rate of pay referred to in clauses 19.07, 19.08 and 19.08.1 above shall be the pro-rated weekly rate of pay to which she/he is entitled, averaged over the six (6) month period of continuous employment immediately preceding the commencement of maternity leave or parental leave.
- c) Where an employee becomes eligible for an annual increment during the period of maternity leave or parental leave, payments under clauses 19.07, 19.08 and 19.08.1 above shall be adjusted accordingly.

#### Spousal Union Leave

- 19.10**
- a) After completion of one (1) year's continuous employment with PSAC Holdings, an employee who gives the Employer at least five (5) days' notice, shall be granted thirty-five (35) hours' spousal union leave with pay for the purpose of getting married or declaring spousal union.
  - b) The employee will provide either a marriage certificate or a sworn affidavit certifying to the spousal union for the purpose of crediting the employee with the five (5) days' leave with pay.
  - c) For an employee with less than two (2) years of service in the event of termination of employment for reasons other than death within six (6) months after the granting of spousal union leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

Use of this benefit is limited to two (2) times during years of service at the PSAC Holdings Ltd.

#### Leave with Pay for Family Related Responsibilities

- 19.11**
- a) Up to a total of fifty (50) hours' leave with pay will be granted in the categories below (19.11 b), 19.11 c) and 19.11 d) in a calendar year.
  - b) Leave with Pay for Family Related Responsibilities
    - i) to provide for temporary care of a sick member of the employee's family;
    - ii) for appointments of a professional nature (doctor, dentist, therapist, lawyer, teacher, etc.);
  - c) Leave with Pay for Personal Responsibilities

- i) for appointments of a professional nature (doctor, dentist, therapist, lawyer, etc.);
  - ii) for moving (a maximum of one (1) day);
  - iii) for writing an examination for the purposes of professional development;
  - iv) for reasons of a personal nature (a maximum of two (2) days).
- d) Leave with Pay for Civic Responsibilities
- i) for working as a volunteer for a charitable organization or charitable activity (a maximum of one (1) day).
- e) In affirmation that it is not the intent of the parties to privilege the nuclear family, and for the purpose of this clause, family is defined as spouse (including common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse and foster children), parents (including step-parents or foster parents) not necessarily residing with the employee but requiring assistance, grandparents, mother-in-law, father-in-law, grandchildren, or any relative residing in the employee's household or with whom the employee permanently resides and anyone for whom the employee has power of attorney.

#### Injury-on-Duty Leave with Pay

**19.12** An employee shall be granted injury-on-duty leave with pay for such reasonable period to be determined as the period while in receipt of Workplace Safety Insurance Board benefits because of:

- a) personal injury received in the performance of his/her duties and not caused by the employee's wilful misconduct;
- or
- b) an industrial illness or a disease arising out of and in the course of employment;

if the employee agrees to remit to the Employer any amount received by the employee in compensation for loss of pay resulting from or in respect of such injury, illness or disease, providing however that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

## Leave Without Pay for the Care and Nurturing of Pre-School Age Children

- 19.13**
- a) At the request of an employee, leave without pay in one (1) or more periods of no less than one hundred and forty (140) consecutive hours to a total maximum of five (5) years during an employee's total period of employment with the Employer shall be provided for the care and nurturing of pre-school age children. Employees must give no less than one (1) month notice prior to embarking on leave under this clause if the leave is less than three (3) months and no less than three (3) months' notice if the leave is greater than three (3) months. Any period of notice may be waived by the Employer at the request of the employee. Such waiver shall not be unreasonably withheld.
  - b) Leave without pay which is for a period of more than three (3) months, granted under this clause, shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.
  - c) Following each period of approved care and nurturing leave, the employee will return to work and shall not be eligible for further care and nurturing leave for a period of three (3) months.

## Leave Without Pay for Personal Needs

- 19.14**
- a) Subject to operational requirements, the Employer may grant leave without pay for a period of up to one (1) year to an employee for personal needs, including parental and other family related reasons. Such leave shall not be unreasonably withheld.
  - b) Leave without pay in excess of three (3) months, granted under paragraph a) shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved.
  - c) Leave without pay granted under this clause may not be extended and may not be used in combination with maternity, paternity or adoption leave.
  - d) An employee who is granted leave under this clause must pay both the employee and Employer shares of the benefit plans premiums outlined under Article 22 of this Agreement, in effect at the time of signing.

## Other Leave With or Without Pay

**19.15** At its discretion, the Employer may grant:

- a) Leave with pay when circumstances not directly attributable to the employee, including illness in the immediate family as defined in clause 19.03 prevent the employee reporting for duty. Such leave will not be unreasonably withheld.
- b) Leave with or without pay for purposes other than those specified in this Agreement.

**19.16** An employee is not entitled to leave with pay during any period she/he is on leave without pay or under suspension.

## Religious Leave

- 19.17**
- a) At the request of an employee, time off with pay shall be granted to observe religious occasions in accordance with his/her religious beliefs. The total of leave with pay granted for Religious Leave shall not exceed two (2) days. For additional Religious Leave, time off granted under this clause shall be made up in a manner which is agreed upon between the Employer and the employee. The employee has the right to use annual leave or compensatory leave to make up the time off if the employee chooses.
  - b) Should there be failure to agree mutually on an acceptable replacement date within the first six (6) months following the displaced holiday, the Employer may unilaterally schedule the "make-up day" referred to in a) above which may be outside of normal working hours, on a day of rest, on a designated paid holiday or compressed day off. It is understood that no overtime premium will apply in these situations. The make-up day can be on an hour-by-hour basis.

## Holiday Season Leave

- 19.18**
- a) Employees not designated as essential by the Employer shall be granted leave with pay for regular working days falling in the period between December 26 and January 1.
  - b) Employees who are required to work the regular working days between December 26 and January 1 shall be subject to the overtime provisions of Article 13.

- c) Employees designated as essential by the Employer and who work the regular working days between December 26 and January 1 shall be credited with one (1) day vacation leave for each day worked during this period.
- d) Except for unforeseen circumstances, employees will be advised by December 1 if they are designated essential and will be required to work during this period.
- e) For greater certainty, only designated employees may work during this period.
- f) The Employer agrees that employees who are not designated essential and who are regularly scheduled to work on December 24 shall not be required to work past 16:00 on December 24, and shall be granted leave for the remainder of December 24.

Employees who are designated essential and who work a full shift on December 24 shall be credited with one half ( $\frac{1}{2}$ ) day of vacation leave.

#### Leave Without Pay for the Compassionate Care of Family Member

### 19.19

- a) Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.
- b) For the purpose of this clause, family will be defined as in the Employment Insurance Act.
- c) Subject to sub-clause b), an employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions:
  - i) an employee shall notify the Employer in writing, as far in advance as possible, but not less than two (2) weeks of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
  - ii) an employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within twenty-six (26) weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor

has authorized the other medical practitioner to treat the ill family member.

- d) Leave granted under this clause shall be for a minimum period of one (1) week.
- e) If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised of circumstances under which he/she would have been eligible for compassionate care leave without pay under sub-clauses b) and c), the employee shall be granted compassionate care without pay and his/her paid leave credits shall be restored to the extent of any concurrent compassionate care leave without pay granted.
- f) Compassionate Care Allowance
  - i) An employee who has been on Compassionate Care Leave without pay, shall be paid a compassionate care allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause ii), providing he/she:
    - 1) has completed six (6) months of continuous employment before the commencement of leave without pay,
    - 2) provides the Employer with proof that he/she has applied for and is in receipt of compassionate care benefits of the *Employment Insurance Act* in respect of insurable employment with the Employer,
  - ii) Compassionate Care Allowance payments made in accordance with the SUB Plan will consist of the following:
    - 1) where an employee is subject to a waiting period of two (2) weeks before receiving *Employment Insurance* Compassionate Care benefits, ninety-three percent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
    - 2) for each week in respect of which the employee receives Compassionate Care benefits, the difference between the gross weekly amount of the *Employment Insurance* Compassionate Care benefits he/she is eligible to receive and ninety-three percent (93%) of his/her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance

benefits to which he/she would have been eligible if no extra monies had been earned during this period;

- iii) At the employee's request, the payment referred to in sub-clause 17.21 f) ii) 1) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI compassionate benefits.

**19.20** Employees deemed essential by the Employer to work either when the Building is declared closed and/or evacuated shall be credited vacation leave for the number of hours worked during such period.

## **ARTICLE 20**

### ***DESIGNATED PAID HOLIDAYS***

**20.01** The following days shall be designated paid holidays for all employees:

- a) New Year's Day;
- b) Good Friday;
- c) Easter Monday;
- d) The day fixed by proclamation of the Governor-in-Council for the celebration of the Sovereign's Birthday;
- e) Canada Day;
- f) First Monday of August;
- g) Labour Day;
- h) The day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving;
- i) Remembrance Day;
- j) Christmas Day;
- k) Boxing Day;



- l) Heritage Day, to be celebrated as a floating holiday. This day shall be scheduled in a manner similar to vacation leave as described in 17.02. Should a day be proclaimed under "m", and should such a day be celebrated in February or March, the floating Heritage Day shall cease to exist;
- m) Any day proclaimed by the Governor-in-Council as a holiday shall be included as a designated paid holiday for purposes of this Agreement;
- n) An additional floating holiday to be scheduled in a manner similar to annual leave as described in 17.02. This floating day must be taken in the calendar year and cannot be banked for use in later calendar years.

**20.02** An employee absent without pay on both her/his full working day immediately preceding and her/his full working day immediately following a designated holiday is not entitled to pay for the holiday.

**20.03** When a day designated as a holiday under clause 20.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following her/his day of rest.

- 20.04**
- a) When an employee is required by the Employer to work on a designated paid holiday, the employee shall be paid in addition to the regular pay for that day double time (2 x) for all hours worked.
  - b) The employee concerned shall receive the overtime payment not later than the end of the month following that in which it was earned.

**20.05** Where a day that is a designated holiday for an employee falls within a period of leave with pay, that day shall count as a holiday and not as a day of leave.

## **ARTICLE 21**

### ***SEVERANCE PAY***

**21.01** Under the following circumstances, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay.

Retirement

**21.02** An employee who is entitled to a pension under the terms of the PSAC Pension Plan shall, on retirement, be paid one (1) week's pay at her/his current rate of pay, for each completed year of continuous employment in respect of which

she/he has not previously been paid severance pay. For greater clarity, severance pay will be calculated on a pro-rated basis for an incomplete year of service in the last year.

#### Resignation

**21.03** An employee who resigns and who, at the time of resignation, has sixteen (16) years of continuous employment, shall be paid one (1) week's pay at her/his current rate of pay for each completed year of continuous employment in respect of which she/he has not previously been paid severance pay. For greater clarity, severance pay will be calculated on a pro-rated basis for an incomplete year of service in the final year.

**21.04** An employee who resigns after six (6) or more years of continuous employment, and who does not qualify for severance pay under clauses 21.02 or 21.03 shall be paid one half ( $\frac{1}{2}$ ) of one (1) week's pay at her/his current rate of pay for each completed year of continuous employment in respect of which she/he has not previously been paid severance pay. For greater clarity, severance pay will be calculated on a pro-rated basis for an incomplete year of service in the final year.

#### Termination for Other Reasons

**21.05** An employee whose services are terminated involuntarily for any reason other than discipline shall be paid one (1) week's pay at her/his current rate of pay for each completed year of continuous employment in respect of which she/he has not previously been paid severance pay.

#### Death

**21.06** If an employee dies after one (1) or more years of continuous employment, there shall be paid to her/his estate an amount determined in accordance with clause 21.02, despite the fact that the conditions specified in clause 21.02 may not have been fulfilled, and regardless of any other benefit payable.

**21.07** Clause 21.03 and 21.04 notwithstanding, when an employee terminates employment with the Employer and, within one week, commences employment with the PSAC or a Component of the PSAC, the severance pay to which the employee is entitled shall be calculated and a cheque in that amount shall be issued to the PSAC or to the Component, as applicable.

## ARTICLE 22

### **WELFARE PLANS AND BENEFITS**

- 22.01** The Employer shall pay one hundred percent (100%) of the premium for the Dental Plan (equal to or better than the plan in effect at the date of signing of this Collective Agreement).
- 22.02** The Employer shall pay one hundred percent (100%) of the premium for the Long Term Disability Plan (equal to or better than the plan in effect at the date of signing of this Collective Agreement).
- 22.03** The Employer will pay one hundred percent (100%) of the premium for the current Extended Health Care Plan (equal to or better than the plan in effect at the date of signing of this Collective Agreement).
- 22.04**
- a) Up to age sixty-five (65), the Employer will pay one hundred percent (100%) of a life insurance plan equal to two (2) times the employee's annual salary to the higher thousand.
  - b) At age 65 and up to age seventy (70), the Employer will pay one hundred percent (100%) of a life insurance plan equal to one (1) time the employee's annual salary to the higher thousand.
  - c) At age seventy (70), the life insurance will be reduced to \$1,000.
- 22.05** The Employer shall pay one hundred percent (100%) of the premium for a vision care benefit which provides for \$450.00 per insured member per two (2) years, effective August 1, 2011.
- 22.06** The terms and conditions of the PSAC Pension Plan shall apply to the employees.
- 22.07** If the premiums paid by the Employer for any employee benefits are reduced as a result of any legislative change or action, the amount of the saving shall be used to increase other benefits available to the employees as may be mutually agreed between the parties providing such change affects a majority of the employees.
- 22.08** The Employer agrees that it will not amend the Welfare and Benefit Plans described in clause 27.01 (Dental Plan), 27.03 (Extended Health Care Plan) and 27.05 (Vision Care Benefit) of the AEU Collective Agreement without prior negotiated consent of the Union.

- 22.09** For the purpose of this Article, excepting clause 22.06 (Pension Plan), for each calendar month for which an employee has received pay for at least ten (10) days, the Employer shall pay the portion of the premium for the benefit plans as specified in this Article.
- 22.10** An employee who receives less than ten (10) days pay in a calendar month shall pay the full premium (one hundred percent (100%)) for the benefit plans specified in this Article, excepting clause 22.06 (Pension Plan).
- 22.11** The Employer will provide all employees with a copy (paper or electronic format) of the Health/Drug/Vision/Dental/Out-of-Province/Canada Benefits Plan and the Group Insurance Plan. The Employer will provide all employees with an updated version within ninety (90) days of modification of the applicable Benefits Plan document and Group Insurance Plan and amendments.
- 22.12**
- a) The Employer agrees to provide an employee who terminates employment and who is eligible to receive an immediate or deferred pension in accordance with the PSAC pension regulations on or after May 1, 2004, and at age fifty-five (55), is entitled to receive an annual retirement allowance of \$1,800 for a maximum of ten (10) years and up to age sixty-five (65). This annual retirement allowance is deposited into an individual Health Care Spending Account (HCSA). The retiree may submit receipts in accordance with the provisions of the Income Tax Act, or receipts for premiums for an external Retiree Benefit Plan and these expenses will be reimbursed from their individual HCSA up to the amount deposited. Any unused amounts at the end of twenty-four (24) months shall revert to the Employer.
  - b) Effective August 1, 2011, the annual retirement allowance referred to in clause a) shall be \$2,000 per year and shall apply to any employees who retire after July 1, 2011.
  - c) Effective August 1, 2012, the annual retirement allowance referred to in clause a) shall be \$2,200 per year and shall apply to any employees who retire after July 1, 2011.
- 22.13** Effective August 1, 2012, the Employer agrees to amend the existing Extended Health Care Plan to include psychological counseling, or sessions with registered social workers and registered therapists (as referred by physician), to a maximum of \$2,500 per year. Effective August 6, 2012, the plan is amended to reflect the cap on pharmaceutical dispensing fees of \$9.95 per prescription. Effective January 1, 2013 the plan is amended to reflect a cap on massage therapy of \$750.00 per year per claimant.

- 22.14** The Employer will reimburse all technical aids not currently covered by the current plans and which are necessary for the employee to perform his/her work.

## **ARTICLE 23**

### ***NO LAY-OFF***

- 23.01** The Employer agrees that employees covered by this Agreement shall not be subject to lay-off during the term of this Agreement.

## **ARTICLE 24**

### ***PROBATION FOR NEW EMPLOYEES***

- 24.01** New employees shall be considered on probation for a period of six (6) months from the date of engagement.
- 24.02** Such probationary period may be extended for just cause by the Employer. In such event, the Employer will notify the employee, in writing, of such extension of probationary period with reasons for extension. Extension of probationary periods will not exceed a total of six (6) months.
- 24.03** In the event that a new employee proves unsatisfactory in the performance of his/her duties any time during the probationary period, he/she may be released by the Employer. The reason(s) for the release will be provided to the employee in writing.

## **ARTICLE 25**

### ***PARKING***

- 25.01** Subject to space and availability, employees shall be provided free parking, either indoors or outdoors at the PSAC HQ building.
- 25.02** Employees who do not utilize the parking facilities at the PSAC HQ building, shall receive a monthly allowance of \$90.00 for each month where an employee has received pay for at least 70 hours in that month.

## ARTICLE 26

### **GRIEVANCE PROCEDURE**

- 26.01** A grievance is any written complaint made by the Union, an employee or group of employees concerning pay, working conditions, terms of employment, disciplinary actions, release for incompetence or incapacity or the application or interpretation of this Agreement.
- 26.02** Before submitting a grievance, an employee is encouraged to discuss the matter with his/her foreperson/supervisor. An employee may, if he/she so desires, be assisted or represented by the Union during such discussions.
- 26.03** An employee may be represented by the Union at each step of the grievance procedure. The Union shall have the right to consult and make representation to the Employer's representative on grievances arising out of this Collective Agreement and/or where the employee has asked to be represented by the Union at each step of the grievance procedure.
- 26.04** Grievances shall be submitted to the building manager at each step of the grievance procedure. The Employer's representative shall be responsible for forwarding the grievance to the appropriate Employer's representative authorized to deal with grievances at the appropriate step and for providing the employee and the Union, if applicable, with a receipt stating the date on which the grievance was received signed by an authorized representative of the Employer.
- 26.05** Step 1: An employee or the Union may submit a grievance in accordance with clause 26.04. The Facilities Manager is the authorized representative of the Employer at Step 1.
- 26.06** Step 2: If the Facilities Manager does not deal with the grievance to the employee's satisfaction, the employee or the Union may submit the grievance to Step 2 in accordance with clause 26.04. The President of PSAC Holdings Ltd. shall hear and determine the grievance.
- 26.07** Step 3: If the responsible representative of the Employer at Step 2 does not deal with the grievance to the employee's satisfaction, the Union may submit the grievance to arbitration in accordance with clause 26.04. The Director of Human Resources and Organizational Development of the PSAC is authorized by the Employer to agree with the Union on a mutually acceptable arbitrator to whom the grievance will be submitted.

- 26.08** The decision of the arbitrator shall be final and binding on both the Employer and the Union. The arbitrator shall have the authority to modify or amend any penalty.
- 26.09** The Employer shall grant, on request, time off with pay to the grievor, the grievor's representative and any employee of the PSAC Holdings called as a witness in connection with a grievance where such a meeting is deemed necessary or where such a meeting is convened by the Employer.
- 26.10**
- a) A grievance must be presented to the first step within twenty-five (25) working days of the employee becoming aware of the circumstances giving rise to the grievance.
  - b) A written reply will be given by the Employer to the grievor and his/her representative within fifteen (15) working days of receipt of the grievance at Step 1. A written reply will be given by the Employer to the grievor and the grievor's representative within twenty (20) working days of receipt of the grievance at Step 2.
  - c) If the Employer's reply is not satisfactory to the employee or failing reply at Step 1, the employee or the Union has fifteen (15) working days from the expiry of the time limit in sub-clause 26.10 b) in which to transmit the grievance to Step 2. An employee has twenty (20) working days from the expiry of the time limit for response at Step 2 in which to transmit his/her grievance to arbitration.
  - d) The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Union representative.
- 26.11** Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, Step 1 may be eliminated by agreement of the Employer and the employee, and, where applicable, the Union.
- 26.12** When an employee is awarded a disciplinary action resulting in suspension and/or discharge or when an employee is released for incompetence or incapacity except during his/her initial probationary period, the grievance procedure set forth in this Agreement shall apply except that the grievance may be presented at the second step should both parties agree.
- 26.13** If a grievance is referred to an arbitrator pursuant to clause 26.07 (Step 3), the Employer and the Union will share arbitration costs equally.

**26.14** A grievance related to the interpretation or application of the Collective Agreement must be authorized by the Union prior to its presentation to the Employer.

## **ARTICLE 27**

### **CLASSIFICATION**

**27.01** The parties agree that the mutually agreed upon classification system in the PSAC is the “Deloitte & Touche System: PSAC Plan”.

**27.02** The parties agree that all positions will be classified using the nine (9) following factors:

- . Knowledge
- . Impact of the Position
- . Interpersonal Skills
- . Responsibility for Information
- . Concentration
- . Development and Leadership of Others
- . Physical and Visual Demands
- . Environmental Working Conditions
- . Complexity

**27.03** Upon written request, an employee shall be entitled to a complete and current statement of duties and responsibilities of his/her position including the position's classification level and point rating allotted by factor.

**27.04** The Employer shall provide an employee within ten (10) days with a copy of the above either when requested or at time of employment, or when there is a change in duties.

**27.05** The Employer shall provide training to employees when adding new duties to their job description.



## ARTICLE 28

### *DISCIPLINE*

#### Just Cause and Burden of Proof

- 28.01**
- a) No disciplinary measure in the form of a notice of discipline, suspension or discharge or in any other form shall be imposed on any employee without just, reasonable and sufficient cause and without the employee receiving beforehand the grounds on which a discipline measure is imposed.
  - b) In any arbitration relating to disciplinary measure, the burden of proof shall rest with the Employer and such proof shall be confined to the grounds mentioned in the notice referred to in paragraph a) above.

#### Personnel File

- 28.02**
- a) The Employer agrees that there shall be only one (1) personnel file for each employee and that no report relating to the employee's conduct or performance may be used against him/her in the grievance procedure nor at arbitration unless such report is part of the same file.
  - b) No report may be placed in the file or constitute part thereof unless a copy of the said report is sent to the employee within twenty-five (25) working days after the date of the employee's alleged infraction, or of its coming to the attention of the Employer, or of the Employer's alleged source of dissatisfaction with the employee.
  - c) Any unfavourable report concerning an employee and any report concerning an infraction shall be withdrawn from the file after a period of two (2) years from the date of the alleged infraction provided there is no further infraction of a similar nature.
  - d) A verbal reprimand shall be considered as a disciplinary measure; however such a measure shall not be reported on a personnel file.

#### Access to Personnel File

- 28.03**
- Upon request from an employee, he/she and/or his/her Union representative, if authorized by the employee, shall have access to the official personnel file of the employee in the presence of an authorized representative of management.

## Disciplinary Interview

- 28.04**
- a) The Employer agrees to notify an employee at least twenty-four (24) hours in advance of any interview of a disciplinary nature and to indicate:
    - i) his/her right to be accompanied by a Union representative;
    - ii) the purpose of the meeting, including whether it involves the employee's personnel file;
    - iii) that if the employee's personnel file is to be considered during the interview, the employee and/or his/her Union representative, the latter with the employee's permission, shall, before the meeting, have access to this file in accordance with clause 28.03.
  - b) The employee has the right to refuse to participate or to continue to participate in any interview of a disciplinary nature unless he/she has received the notice herein above provided for.
  - c) If the employee fails to appear at the interview and does not explain his/her inability to do so, the Employer shall proceed unilaterally.
- 28.05** The Employer shall have the right to discuss work or working conditions with the employees. These discussions shall not be considered as discipline.

## **ARTICLE 28 (A)**

### ***COOLING OFF PERIOD***

- 28(A).01** An employee who wilfully terminates his/her employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he/she does so within three (3) consecutive working days.

## ARTICLE 29

### ***NO DISCRIMINATION AND HARASSMENT***

- 29.01** The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee (in matters including but not limited to: hiring, salary rates, training, promotion, transfer, discipline, discharge), by reason of age, race, creed, colour, national or ethnic origin, language, political or religious affiliation, disability, sex, family or marital status, sexual orientation, criminal record, gender identity or by reason of his/her membership or activity in the Union.
- 29.02**
- a) The parties recognize the Employer has a duty to design and maintain an inclusive workplace that builds concepts of equality, as outlined in the grounds for discrimination listed in Article 29.01, into all workplace standards, policies and practices.
  - b) The Employer has a duty to accommodate employees who fall within the grounds enumerated in Article 29.01. Where a barrier is identified, the Employer shall make every effort to remove this barrier up to the point of undue hardship. For the purposes of this Article, undue hardship shall be assessed on the following considerations:
    - i) Cost – costs will amount to undue hardship if they are: Quantifiable; shown to be related to the removal of barriers and so substantial that they would alter the essential nature of the PSAC Holdings, or so significant that they would substantially affect its viability.
    - ii) Health and Safety – health and safety risks will amount to undue hardship if the degree of risk that remains after a barrier has been removed outweighs the benefits of enhancing equality to persons in the workplace.
    - iii) Outside Resources/Funding – before claiming undue hardship the PSAC Holdings must make use of any available outside sources of funding which may help alleviate costs associated with the removal of barriers.

### No Harassment

**29.03** Harassment on any of the grounds set out in Article 29.01 constitutes prohibited discrimination. Such harassment means any unwelcome conduct directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonably to have known would cause offence or harm. It comprises any act, comment or display that demeans, belittles or causes personal humiliation or embarrassment, and includes intimidation and threats. Such harassment generally takes the form of repeated incidents, but an isolated incident can also constitute harassment. Harassment also includes a poisoned work environment.

### No Psychological Harassment or Bullying

**29.04** Psychological harassment or bullying is:

- a) repeated conduct which is hostile or unwanted, and includes verbal comments, actions or gestures that affect an employee's dignity, psychological or physical integrity or well-being, that results in a harmful work environment for the employee, or that creates a risk to or constitutes a threat to the health or safety of the employee. A single serious incident of such behavior may also constitute psychological harassment; or
- b) engaging in a course of vexatious comment or conduct in the workplace that is known or ought reasonably to be known to be unwelcome.

**29.05** For the purpose of Article 29, harassment includes, but is not limited to, any harassment which may be experienced at meetings, seminars, courses, conferences, conventions, etc., held during or outside of an employee's normal work hours.

**29.06** Job counseling shall not normally be considered harassment within the meaning of this Article.

### Employer's Responsibilities

**29.07** a) The Employer and the Union recognize that all employees are entitled to work in an environment of dignity and respect. It is the responsibility of the Employer to ensure that this respectful environment is maintained.

- b) The Employer will take appropriate measures to prevent harassment and discrimination. All PSAC Holdings employees will receive ongoing training related to discrimination and harassment.
- c) The Employer and the Union recognize that the Employer has a duty to investigate circumstances where it has reasonable grounds to believe that harassment and/or discrimination may have occurred.
- d) The Employer and the Union recognize that the Employer has an obligation to maintain a discrimination and harassment free work environment and to ensure the timely and effective resolution of incidents of discrimination and/or harassment.

#### Employee's Responsibilities

- 29.08**
- a) The Employer and the Union recognize that employees share a responsibility to ensure that their work environment is free from discrimination and harassment. Employees must not engage in any behaviour that is considered discrimination or harassment.
  - b) It is the responsibility of every employee to co-operate in any attempts to resolve a discrimination and/or harassment grievance.
  - c) The Employer and the Union recognize that the Union is committed to a discrimination and harassment free work environment and agrees to participate in the resolution of incidents of discrimination and harassment.

#### Harassment and Discrimination Grievance Procedure

- 29.09**
- a) Prior to filing a grievance, an employee who experiences alleged harassment and/or discrimination may contact his/her Coordinator or Director or the Coordinator of Human Resources to ask him/her to participate in a problem solving initiative. In such cases, the management representative will discuss the incident with the employee and may offer to assist him/her. Such assistance could include initiating an informal resolution process, if it is appropriate under the circumstances and the parties agree. In doing so, the management representative is encouraged to make reference to this clause, and shall advise the employee of her/his right to contact their union representative regarding the issue and request the union's participation in helping resolve the issue at this stage.
  - b) Any efforts to resolve an issue informally do not extend the timeline for filing a grievance, unless otherwise agreed by the parties.

- 29.10**
- a) A grievance concerning this Article will include detailed written allegations in support of the grievance, outlining the alleged incident(s) of harassment or discrimination.
  - b) Formal complaints filed under the PSAC Anti-Racism Policy shall be considered a grievance and follow the procedures outline in this Article.
  - c) The Employer will make a reasonable determination as to whether the grievance discloses reasonable grounds to believe that harassment and/or discrimination may have occurred.
    - i) If the grievance discloses such reasonable grounds, the Employer will investigate the allegations in accordance with this Article; or
    - ii) If the Employer determines that no reasonable grounds exist, this will be stated in its reply to the merits of the grievance. The grievance may then proceed to the appropriate step in accordance with Article 26.
  - d) Where the Employer decides to investigate, it will consult the Union regarding the selection of the investigator, including whether to select an investigator identified in accordance with MOA # 8. In the event that there is no agreement on the investigator, the Employer will appoint the investigator. An investigator shall be appointed within 20 days of receiving the grievance.
  - e) The Employer shall consult the Union regarding the terms of reference for the investigation, including the incorporation of any standard template agreed to in accordance with MOA # 8.
  - f) The investigation will start within twenty (20) days of appointment.
  - g) A report will be released to the parties within thirty (30) days of the conclusion of the investigation; and
  - h) The Employer will reply in writing to the grievance within twenty (20) days of receipt of the report.
- 29.11** A grievor may submit a grievance concerning this Article to any level of the grievance process.
- 29.12** The parties may engage in an alternate dispute resolution process at any time by mutual agreement.

- 29.13** Any time limits in this Article may be extended by mutual agreement between the Employer and the Union representative.
- 29.14** The investigator shall:
- a) provide all participants in the investigation with a copy of the terms of reference for the investigation; and
  - b) investigate the alleged harassment and/or discrimination, prepare a report detailing findings of fact and his or her findings as to whether the allegation(s) are founded in whole or in part.
- 29.15** The Employer may take interim measures during an investigation process, including but not limited to temporary relocation and restructuring of supervisory relationships, where warranted. The grievor may request any such measures at any time. Every effort will be made to keep the grievor in the workplace. Where the grievor cannot be maintained in the workplace or given alternate work assignments, the grievor will be provided leave with pay pending the outcome of the investigation.
- 29.16**
- a) The Employer shall grant time off with pay to the grievor, the grievor's representative and any employee of PSAC or PSAC Holdings, called as a witness in connection with an investigation, where such a meeting is deemed necessary by the investigator or where such a meeting is convened by the Employer. Such meetings should normally be held during the employee's normal working hours. Where this is not possible, the employee will be granted equivalent time off with pay. In either case, such time will be recorded on an appropriate leave form.
  - b) AEU members, including witnesses, may be accompanied by a person of their choice to be present during the investigation process. If this person is an employee of PSAC Holdings, the Employer shall grant leave with pay, however the participation of this person will not otherwise represent any cost to the Employer and does not affect any rights to AEU representation.
- 29.17** The grievance process will be handled with all possible confidentiality. The Employer will not disclose the name of a grievor or alleged person responsible for the harassment and/or discrimination or the circumstances related to the grievance to any person, except to the bargaining agent and where disclosure is necessary for the purposes of investigating a grievance, taking corrective action with respect to an incident of harassment and/or discrimination, or where required by law.

- 29.18** There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under this Article, or for participating in proceedings under this Article. A complaint that is unfounded does not necessarily constitute a complaint filed in bad faith. However, complaints found after an investigation to be filed in bad faith (i.e. found to be arbitrary or malicious) may constitute harassment and may lead to disciplinary action.
- 29.19** The Employer will take corrective action respecting any person under its direction who subjects one of its employees to harassment and/or discrimination. Such corrective action may include the imposition of disciplinary action.
- 29.20** The provisions of this Article are neither intended to discourage nor prevent employees from exercising any other legal rights under tribunals of competent jurisdiction, including the right to file a human rights complaint/application under the applicable human rights legislation.
- 29.21** Pursuant to the applicable Occupational Health and Safety legislation, employees may request the assistance of an Occupational Health and Safety Officer to resolve an incident of harassment in jurisdictions where this option is available.
- 29.22** Unless specifically varied by this Article, Article 26 applies to all grievances concerning a violation of Article 29.

## **ARTICLE 30**

### ***TECHNOLOGICAL CHANGE***

- 30.01** "Technological Change" means the introduction of equipment different in nature, type or quantity from that previously utilized; a change, related to the introduction of this equipment, in the manner in which the Employer carries on operations and any change in work methods and operations affecting one or more employees.
- 30.02** Adverse effects to be eliminated: In carrying out technological changes, the Employer agrees to eliminate all adverse effects on employees and any denial of their contractual or legal rights which might result from such changes.
- 30.03** Notice: When the Employer is considering the introduction of a technological change:



- a) the Employer agrees to notify the Union as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made;
- b) the foregoing notwithstanding, the Employer shall provide the Union, at least ninety (90) days before the introduction of a technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

**30.04** Pertinent information included: The notice mentioned in clause 30.03 shall be given in writing and shall contain pertinent data including:

- a) the nature of the change;
- b) the date on which the Employer proposes to effect the change;
- c) the approximate number, type and location of employees likely to be affected by the change;
- d) the effects the change may be expected to have on the employees' working conditions and terms of employment;
- e) all other pertinent data relating to the anticipated effects on employees.

**30.05** Union-Management meetings on changes: Where the Employer has notified the Union of its intention of introducing a technological change, the parties undertake to meet within the next fifteen (15) days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from this change.

**30.06** Protection of employees: In order to render effective the principle established in clause 30.02, the Employer agrees to the following provisions, which are designed to protect all employees covered by this Agreement:

- a) guaranteed employment: except as otherwise provided in this Agreement, the Employer guarantees continuous employment to all employees covered by this Agreement until the signing of the next Collective Agreement between the parties;
- b) guaranteed classification: for the period of continuous employment guaranteed in the previous sub-clause, an employee shall retain her/his classification and the corresponding wage scale, regardless of any reassignment to other duties or any reclassification of the duties performed by the employee at a lower level;

- c) retraining: any employee either voluntarily or compulsorily reassigned or reclassified as a result of these changes shall be provided with whatever amount of retraining she/he requires during her/his hours of work with full pay from the Employer and at no additional cost to the employee. Any employee unable to follow a retraining course shall maintain her/his classification, or its equivalent, in the bargaining unit.

**30.07** Whenever new hardware or software is introduced by the Employer to the employee's job, the employee using the new hardware or software will be provided with whatever amount of training she/he requires in the official language of her/his choice during the employee's hours of work with full pay from the Employer and at no additional cost to the employee.

## **ARTICLE 31**

### ***HEALTH AND SAFETY***

**31.01** Preamble

The Employer agrees to take appropriate measures as deemed necessary with a view to ensuring that employees, during their course of employment, work in a safe and healthy environment.

The Employer and the Union agree to encourage the employees to work in a safe manner and the employees shall observe the safety and health rules and practices established by the Employer from time to time, as a measure of protection for themselves and others.

**31.02** Joint Health and Safety Committee

A Joint Health and Safety Committee of equal representation shall be established.

The Committee shall give consideration to and make recommendations on such matters as the safeguarding of health and prevention of hazards to life and property. Particular attention will be paid to questions involving alleged hazardous or unsanitary working conditions. Regular meetings will be held and minutes of all meetings will be issued. Two (2) members of the Health and Safety Committee, one (1) member from management and one (1) member from the Union shall jointly conduct investigations of all accidents involving members of the bargaining unit.

**31.03** First-Aid Training

- a) The Employer recognises the benefit of having employees trained in First Aid and encourages all employees to volunteer for such training. Employees who take First Aid Training shall receive their regular rate of pay while taking such training.
- b) The Employer undertakes that as a minimum, all first-aid kits shall have the same contents as provided for in the Treasury Board Standard, First Aid (PMM Volume 12, TBSTD 3-5), as amended from time to time.

**31.04** Special Examinations

The Employer agrees to conduct appropriate tests of employees and of the work environment as deemed necessary with a view to ensuring a safe work environment, and the cost of such tests will be borne by the Employer.

**31.05** Medical Examinations

Where the Employer requires an employee to undergo a medical examination by a designated qualified practitioner, the examination will be conducted at no expense to the employee. Results of all medical examinations will be made available to employees upon request.

**31.06** Operating Procedures

The Employer will provide safe operating procedures and training to employees in the handling of materials, operating of equipment and exposure to toxic substances.

The Employer shall fully and immediately implement all the requirements under the WHMIS Legislation in consultation with the Joint Health and Safety Committee. All training provided under WHMIS shall be organized through and with the approval of the Joint Committee.

**31.07** Injured Employees

In the event of an employee sustaining injuries at work and becoming physically handicapped as a result thereof, every effort shall be made by the Employer to give the injured employee such suitable employment as is available.

**31.08** Health and Safety Information

With respect to conditions in the workplace, the Employer agrees to furnish to the Union any requested health and safety information in its possession.

**31.09** Dangerous Situations

When an employee refuses to work in cases of dangerous situations in accordance with the Ontario Occupational Health and Safety Legislation (1979), the employee shall not be disciplined.

**31.10** Grievance Procedure

The existence of health and safety hazards in the workplace is subject to Article 26 (Grievance Procedure) of this Collective Agreement.

**31.11** A pregnant employee who furnishes the Employer with a medical certificate attesting that her working conditions may be physically dangerous to her unborn child, or to herself by reason of her pregnancy, may request to be assigned to other duties involving no such danger for the duration of her pregnancy. Such requests shall not be unreasonable withheld. Such a reassignment shall be without loss of pay or benefits.

**31.12** Stress Leave

Employees will be entitled to one (1) day per calendar year for the purpose of relieving stress. Such leave may not be combined with any other type of leave and shall not be carried over to the following year.

**31.13** Leisure Days

Employees shall be entitled to two (2) days leisure leave per calendar year. Such leave may not be combined with any other type of leave and shall not be carried over to the following year.

**31.14** Recreational Allowance

- a) The parties agree that there is a need to participate in some recreational activity to alleviate stress associated with the work functions. To this end, the Employer agrees to reimburse all employees \$650 per year paid on the last pay of each year.
- b) The "Recreation Allowance" will be pro-rated at one-twelfth (1/12) of the annual amount for each complete month of work under this Collective Agreement.

- c) The term employee will be required to submit a claim for the reimbursement on or after January 1 in any year. If the term employee ceases to be an employee prior to January 1, the term employee may claim one-twelfth (1/12) of the allowance for each complete month or work upon termination.

## **ARTICLE 32**

### ***WORK AND PRODUCTIVITY RECORDS***

- 32.01** Employees in the bargaining unit shall maintain such work records and daily time sheets as may be designed and prescribed by management to determine the cost of operation. Every employee will commence work promptly at her/his assigned starting time and it shall be the duty of the foreperson/supervisor to make certain that work is started on time as required and to enforce all prescribed practices of the workplace.

## **ARTICLE 33**

### ***NO STRIKE – NO LOCK-OUT***

- 33.01** The Union, during the term of this Collective Agreement, and any employee covered by the said Collective Agreement or on whose behalf it has been entered into, shall not go on strike and the Union shall not declare or authorize a strike of any of the employees. The Employer shall not cause the employees to be locked-out during the period of this Collective Agreement.
- 33.02** Employees covered by this Collective Agreement shall have the right to refuse to cross a picket line and to refuse to do the duties of striking workers.
- 33.03** Unless authorization has been granted by the Employer, the exercise of the right to refuse to cross a picket line which exists on or about the employee's workplace shall result in forfeiture of pay by the employee.
- 33.04** No employee shall be disciplined by the Employer for exercising the rights outlined in this Article.

## ARTICLE 34

### **PROMOTIONS AND APPOINTMENTS**

**34.01** Notification of all vacant and newly created positions within and outside the bargaining unit shall be conveyed in writing to all employees so that they shall have an opportunity to make written application for such positions.

**34.02(1)** With the exception of vacancies of four (4) months or less, the promotion and/or transfer of employees to positions within and outside the bargaining units save and except positions excluded from the collective bargaining process, shall be the result of a competition based on the following factors:

- a) skill, competence and efficiency;
- b) continuous employment with PSAC Holdings, the PSAC and its Components and predecessor organizations.

Where the factors in sub-clause a) are relatively equal, length of continuous employment with PSAC Holdings, the PSAC and its Components and predecessor organizations shall govern.

**34.02(2)** Opportunities to perform the duties of a higher position on an acting basis for periods of less than four (4) months shall be distributed amongst readily available, qualified employees on an equitable basis according to the following process:

- a) the Employer will ask for expressions of interest from those qualified in each department and will establish a list in order of seniority for each department;
- b) assignments will be offered on a rotating basis for periods of no more than one (1) month, regardless of the length of the anticipated staffing vacancy, in order to ensure equitable distribution;
- c) the Employer will consult the appropriate list for the department in which the vacancy has arisen and will offer the assignment according to the order on the list, beginning with the most senior employee and then to each successive employee on the list for each successive vacancy;
- d) an opportunity refused counts as a rotation;
- e) a master list of opportunities offered, accepted and refused will be strictly maintained and displayed for employees' viewing;

- f) for the purpose of this process, any anticipated vacancy of more than one (1) month will be broken into one (1) month periods and each will be treated as a new vacancy, to be distributed according to this process.

**34.02(3)** The Employer will continue its practice for acting opportunities for the positions of lead hand and heavy duty cleaner and will ensure an equitable distribution of acting appointments amongst qualified light duty cleaners according to the process set out in 34.02(2).

**34.03** The Employer shall not make appointments from outside PSAC Holdings to any position within or outside the bargaining unit save and except positions excluded from the collective bargaining process until the selection process in accordance with clause 34.02 is completed and the selection board determines that there is no qualified candidate.

**34.04** a) A successful applicant who was an employee of the PSAC Holdings prior to her/his new appointment shall be placed on probation for a period of four (4) months.

b) The Employer can shorten or waive this second probationary period.

c) The Employer agrees not to fill the position vacated by the promoted employee on a permanent basis until the probation period is finished.

**34.05** In the event an employee is rejected on probation following a promotion from within PSAC Holdings, or if the employee wishes to withdraw from the position within the probationary period, the Employer shall make every possible reasonable effort to place the employee in a position at a classification level equivalent to her/his former position, for which they are qualified.

**34.06** The increment date of an employee appointed in accordance with clause 34.05 shall be the same as in the former position as if the appointment to the higher position had never been made.

**34.07** The salary to which an employee becomes entitled upon appointment in accordance with clause 34.05 shall be that to which the employee would have been entitled in the former position as if the appointment to the higher position had never been made.

**34.08** Term employees are not eligible to apply in closed competitions before they have completed six (6) months of continuous employment.

- 34.09** The parties are committed to employment equity. A Joint Employment Equity Committee will be established to review all aspects of employment for evidence of differential or discriminating treatment of employees by sex, race or disability and to recommend the necessary measures for eliminating such practices.
- 34.10**
- a) When an employee is an unsuccessful candidate in a promotional competition, the Employer shall notify the employee of her/his lack of success. She/he shall be entitled to a post-board interview, upon request, to be arranged at a mutually agreeable date.
  - b) The employee, together with her/his representative, shall be entitled to review her/his performance during the competition process. This will assist the employee in meeting her/his career aspirations while respecting the privacy of individuals involved in the process.
- 34.11** Any term employee or occasional employee, who has been continuously employed for a period of three (3) years or more in the same position, shall be appointed, without competition, to the position that she/he is occupying, if the position is vacant, and shall henceforth be considered an indeterminate employee. A break of 30 days or less between periods of employment in the same position shall not constitute a break in employment for the purposes of this clause.
- 34.12** When a vacant position is sought by two (2) or more qualified employees of the same classification as the position, seniority shall be used for determining preference or priority for the selection of a work schedule.

## **ARTICLE 35**

### ***JOINT CONSULTATION***

- 35.01** The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of the appropriate machinery for the purpose of providing joint consultation on matters of common interest.
- 35.02** A Union-Employer Committee will be established to consult on areas of concern to both parties. Either party may provide items for any proposed meeting. Meetings will be scheduled at the request of the Employer or the Union, at a time convenient to both parties. Each party shall be responsible for expenses incurred by their representatives except that the Employer agrees to allow leave with pay for such meetings.



## ARTICLE 36

### ***EDUCATION AND TRAINING***

- 36.01** An employee who undertakes a training course outside the employee's normal hours of work may, at the discretion of the Employer, be reimbursed in whole or in part for the direct expense of instruction, that is, the expenses which must be paid to complete the training, and which are not primarily of a personal character. Such reimbursement shall not be unreasonably withheld.
- 36.02** To be eligible to receive reimbursement, the employee must fulfil two (2) conditions:
- a) obtain the Employer's approval for the proposed training before it commences;
  - b) satisfactorily complete the training, including the passing of any final examination related to the course, or if there is no final examination, establish an excellent record of attendance.
- 36.03**
- a) Full reimbursement of the direct expenses of instruction will be made in some circumstances, fifty percent (50%) in others and, in some circumstances, no reimbursement. In making its decision, the Employer will consider the immediacy and the degree to which additional training can be applied to the work.
  - b) Full reimbursement of the direct expenses of instruction may be approved in situations in which a specific training need in relation to the present work of an employee has been identified. Reimbursement of fifty percent (50%) of the direct expenses of instruction is applicable in other cases where need is less specific, or is based more on opinion than rigorous analysis. This would include situations in which the need cannot be determined precisely, where there is no immediate link between completion of training and assignment of new work to the trainee, or where training anticipates long-term general needs of PSAC Holdings and/or the Public Service Alliance of Canada.
  - c) Reimbursement will not be approved for training which does not, as a minimum, relate directly to the general need of PSAC Holdings and/or the Public Service Alliance of Canada to the reasonable career aspirations of employees.

**36.04** In certain instances, the Employer may require the employee to give a written undertaking to continue employment with PSAC Holdings or Public Service Alliance of Canada for a specified period following completion of authorized training. If such an undertaking is not honoured by the employee, all or part of the costs of instruction may be recovered from monies owing the employee on termination of his/her employment.

#### Examination Leave with Pay

**36.05** At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work, where the course of study is directly related to the employee's duties or will improve his/her qualifications. Such leave shall not be unreasonably withheld.

#### Education Leave without Pay

**36.06** The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide. Such requests for leave without pay shall not be unreasonably withheld. Seniority shall continue to accrue.

**36.07** At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to one hundred percent (100%) of the annual rate of pay as provided for in Appendix "A" of this Agreement, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

**36.08** Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

**36.09** As a condition of the granting of education leave without pay an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

If the employee:

- a) fails to complete the course;
- b) does not resume employment with the Employer upon completion of the course; or
- c) ceases to be employed before termination of the period the employee has undertaken to serve after completion of the course;

the employee shall repay the Employer all allowances paid to him/her under this Article during the education leave or such lesser sum as shall be determined by the Employer.

#### Career Development Leave with Pay

- 36.10**
- a) Career development refers to an activity which, in the opinion of the Employer, is likely to be of assistance to the individual in furthering the employee's career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
    - i) a course given by the Employer;
    - ii) a course offered by a recognized academic institution;
    - iii) a seminar, convention or study session in a specialized field directly related to the employee's work;
    - iv) language training.
  - b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 36.10 a) above. The employee shall receive no compensation under Article 13 (Overtime) during time spent on career development leave provided for in this clause. Such request shall not be unreasonably withheld.
  - c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.
- 36.11** Where operational requirements permit, employees shall be enabled to attend courses offered by the PSAC Holdings without loss of pay.

**36.12** Employees of PSAC Holdings Ltd. may attend weekend courses sponsored by the Public Service Alliance of Canada on the employees' time.

**36.13** At the request of an employee, leave with pay once in an employee's career shall be granted to attend a retirement seminar sponsored by the PSAC. Such time off and registration fees shall not be used in conjunction with other similar pre-retirement programs that may be reimbursed by the Employer.

## **ARTICLE 37**

### ***PART-TIME EMPLOYEES***

**37.01** Application

Except as otherwise specified in this Article, the provisions of the Collective Agreement apply to part-time and occasional employees.

**37.02** Hours of Work

a) Part-Time Employees

- i) A part-time employee's weekly hours of work shall be determined and authorized by the Employer in consultation with the employee concerned.
- ii) The scheduled work-week for part-time employees shall normally be at least fourteen (14) hours, as determined by the Employer. This statement shall not, however, be construed as a guarantee of any minimum or any maximum number of hours to be worked.
- iii) In the case of maintenance day workers, whose scheduled hours of work are less than thirty-five (35) hours per week, the scheduled work week shall normally be a minimum of fourteen (14) hours and the scheduled work day shall be seven (7) hours exclusive of a lunch period or, as required or agreed to by the Employer, three and one-half (3½) hours exclusive of a lunch period.
- iv) In the case of administrative day workers, whose scheduled hours of work are less than thirty-five (35) hours per week, the scheduled work week shall normally be a minimum of fourteen

(14) hours and the scheduled work day shall be seven (7) hours exclusive of a lunch period or, as required or agreed to by the Employer, three and one-half (3½) hours exclusive of a lunch period.

- v) In the case of janitorial workers, whose scheduled hours of work are less than thirty-five (35) hours per week, the scheduled work week shall normally be a minimum of fourteen (14) hours and the scheduled work day shall be seven (7) hours exclusive of a lunch period or, as required or agreed to by the Employer, three and one-half (3½) hours exclusive of a lunch period.
- vi) In the case of security workers, whose scheduled hours of work are less than forty (40) hours per week, the scheduled work week shall normally be a minimum of sixteen (16) hours and the scheduled work day shall be eight (8) hours exclusive of a lunch period or, as required or agreed to by the Employer, four (4) hours exclusive of a lunch period.
- vii) Where the regularly scheduled hours of work are changed (i.e. both starting and finishing times) for an indefinite period of time on less than forty-eight (48) hours' notice, the first shift worked on the new schedule shall be compensated at time and one-half (1½ x), provided that the new scheduled starting time the employee's shift is at least four (4) hours earlier or later than the former scheduled starting time.

b) Occasional Workers

- i) Occasional workers have no regularly scheduled hours of work and may be called in to replace regular full-time and part-time employees on an as needed basis, working the shift normally assigned to the regular employee that the occasional worker is replacing.
- ii) There is no guarantee of maximum or minimum hours of work for occasional workers.

c) Shift Scheduling

- i) Pursuant to clause 12.05 a) of this Collective Agreement, the Employer shall post a shift schedule which will also apply to part-time maintenance, security and janitorial employees, and where known in advance, to affected occasional workers. This schedule may be changed as it applies to part-time and occasional workers.
- ii) Any subsequent change to the shift schedule will be shown in a manner that clearly identifies the change.
- iii) The Employer will make every reasonable effort not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift.
- iv) Where an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:
  - 1) on the day it commenced where half or more of the hours worked fall on that day, or
  - 2) on the day it terminates where more than half or more of the hours worked fall on that day.
- v) Employees with regularly assigned shifts may exchange shifts with other employees who ordinarily perform the same work, with the approval of the Employer, provided that:
  - 1) sufficient advance notice is given; and
  - 2) there is no increased cost to the Employer; and
  - 3) the master shift schedule is not affected; and
  - 4) no employee has less than eight (8) hours between shifts.

d) Washing-Up Time

Maintenance and janitorial workers shall be provided sufficient wash-up time immediately before meal time and quitting time.

e) Rest Periods

The Employer will provide one (1) paid rest period of fifteen (15) minutes per half ( $\frac{1}{2}$ ) working day.

**37.03**

Overtime

- a) Overtime for a part-time or occasional employee means authorized work performed in excess of the regular full-time daily hours of work in a scheduled work week; or
- b) Authorized work performed in excess of regular full-time weekly hours in a scheduled work week; or
- c) Authorized overtime work performed on a designated paid holiday.
- d) The performance of authorized overtime shall be offered according to the process set out in clause 13.05.
- e) Where the Employer requires part-time or occasional employees to work overtime, it shall first be offered to those employees who normally perform the work.
- f) Part-time and occasional employees shall be paid:
  - i) Time and one-half ( $1\frac{1}{2}$ ) for all authorised overtime hours worked in excess of the regular full-time daily hours, or for all authorised overtime hours on the first day following a work week in which the employee worked regular, full-time weekly hours of work;
  - ii) Double time (2x) for all authorised overtime hours on the second day following a work week in which the employee worked regular, full-time weekly hours of work or on a designated paid holiday.
- g)
  - i) For part-time employees, overtime shall be compensated in cash except where the Employer and employee mutually agree that the overtime may be compensated by equivalent leave with pay that is to be taken at a time convenient to both the employee and the Employer, at no additional cost to the Employer. There shall be no carry-over of compensatory leave credits.
  - ii) For occasional employees, overtime shall be compensated in cash.
- h) All part-time and occasional employees recognise that they are obligated to work overtime when requested to do so.

- i) Where an employee is required to work overtime (minimum of three (3) hours) immediately after working a regular full-time work day, he/she shall be granted a meal allowance equivalent to the meal allowance for lunch in the PSAC Travel Policy, and reasonable time with pay to take a meal break at/or adjacent to his/her place of work.
- j) A part-time or occasional employee who is required to work overtime on a designated paid holiday or on the day following a work week in which the employee worked regular full-time weekly hours shall be granted a meal allowance equivalent to the meal allowance for lunch in the PSAC Travel Policy, provided that the period of overtime includes a meal period, and provided that the employee returns to work and works at least two (2) hours after the meal break. Such expenses shall not be reimbursed if free meals are provided.
- k) Employees shall record starting and finishing times of overtime work in a form determined by the Employer.

**37.04** Leave

- a) Part-Time Employees
  - i) Subject to clause 37.08, a part-time employee shall earn vacation and sick leave credits for each calendar month in which he/she receives pay for at least the regular full-time weekly hours of his/her job.
  - ii) For the purposes of this Article, a part-time employee shall accumulate vacation and sick leave credits on the basis of the proportion that his/her weekly hours of work, as determined and authorised by the Employer at the time of appointment, compare with the normal hours of work of full-time employees in the same position.
  - iii) Such accumulated leave credits shall be converted into hours and minutes.
  - iv) A part-time employee shall receive pay on vacation leave with pay, special leave with pay and designated paid holidays for his/her scheduled daily hours of work as determined and authorised by the Employer at the time of appointment.



v) Holiday pay for part-time employees shall be: the total amount of regular wages and vacation leave with pay payable to the employee in the four (4) weeks before the work week in which the public holiday occurred, divided by twenty (20).

b) Occasional Workers

Occasional workers have no scheduled hours of work and therefore are not able to take leaves of absence. Instead, occasional workers shall receive holiday pay in lieu of leave, as determined and authorised by the Employer at the time of appointment and in accordance with the Ontario Employment Standards Act.

**37.05** The pay increment period for a part-time employee shall be determined by the following formula:

$$\frac{12 \times (\text{regular full-time weekly hours})}{\text{(weekly scheduled hours at time of appointment)}}$$

**37.06** Part-time employees and occasional workers are entitled to be paid for services rendered in accordance with clause 16.01 at the hourly rate.

**37.07** A part-time employee is eligible to receive call-back and reporting pay as outlined in Article 14 on a normal working day on which he/she has worked the number of hours equivalent to the regular full-time hours or on a day of rest or a designated paid holiday.

**37.08** Qualified full-time employees shall first be given the opportunity to receive call-back and reporting pay as outlined in Article 14 of this Agreement and in accordance with Article 13.

**37.09** The amount of Bilingualism Allowance payable to an eligible part-time employee shall be determined on the basis of the proportion that his/her weekly hours of work, as determined and authorized by the Employer at the time of appointment, compare with the normal hours of work of full-time employees.

## ARTICLE 38

### ***JOB SHARING***

- 38.01**
- a) The terms and conditions governing any job sharing arrangements will be as mutually agreed to by the Union and the Employer, and the participants.
  - b) Job sharing will only be permitted when requested by existing employees and those employed in job sharing situations will continue to be members of the bargaining unit and covered by the Collective Agreement.
  - c) It is understood that job sharing will not result in any additional costs to the Employer.
  - d) The terms and conditions of job sharing arrangements agreed to by the parties will form part of the Collective Agreement and will have regard for:
    - i) Hours of work;
    - ii) All earned leave;
    - iii) Increment period;
    - iv) Designated paid holidays;
    - v) All benefit plans;
    - vi)
      - 1) Employees commitment to the terms of conditions of the shared position;
      - 2) Cancellation of the agreement with a one (1) month written notice to the building manager;
    - vii) Scheduling - Provided reasonable advance notice is given and with the approval of the Employer, employees may exchange working days if there is no increase in cost to the Employer. Such approval will not be unreasonably withheld.
  - e) All requests for job sharing shall be considered by the Employer. The Union shall be notified of any such requests immediately after they have been made to the Employer.

**ARTICLE 39**

**MODIFICATION, TERM, RENEWAL OF AGREEMENT**



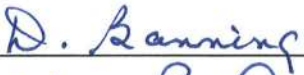

- 39.01** Unless otherwise expressly stipulated, the terms and conditions of this Agreement shall become effective on the date of signing and shall remain in force and effect from year to year thereafter unless either party gives the other party notice in writing that it desires its termination or amendment.
- 39.02** Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) days prior to the expiry date, give notice in writing to the other party. A meeting of the parties will be convened within twenty (20) days of the date on which the notice was served to commence bargaining.
- 39.03** This Agreement may be amended by mutual consent of the parties.
- 39.04** This Agreement shall be binding and remain in effect from July 29, 2013 to July 28, 2016.
- 39.05** The rates of pay outlined in Appendix "A" of this Agreement and the premiums set out in Article 15 of this Collective Agreement will apply retroactively, as applicable, to all employees and to those individuals who have left the employ of PSAC Holdings prior to the signing of this Collective Agreement. It is the responsibility of the individual to maintain a current address and telephone number with Human Resources.

SIGNED AT OTTAWA THIS 25<sup>th</sup> DAY OF July 2014.

FOR THE EMPLOYER

FOR THE UNION

  
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## APPENDIX "A"

### RATES OF PAY

\*Note - each step is for a period of twelve (12) months

#### **Band 1**

From		29,820	30,712	31,633	32,583	33,561
Monday, July 29, 2013	1.50%	30,267	31,173	32,107	33,072	34,064
Tuesday, July 29, 2014	1.50%	30,721	31,640	32,589	33,568	34,575
Wednesday, July 29, 2015	1.50%	31,182	32,115	33,078	34,071	35,094

#### **Band 2**

From		33,791	34,804	35,849	36,926	38,032
Monday, July 29, 2013	1.50%	34,298	35,326	36,387	37,480	38,602
Tuesday, July 29, 2014	1.50%	34,812	35,856	36,933	38,042	39,182
Wednesday, July 29, 2015	1.50%	35,335	36,394	37,487	38,613	39,769

#### **Band 3**

From		37,764	38,897	40,063	41,266	42,504
Monday, July 29, 2013	1.50%	38,330	39,480	40,664	41,885	43,142
Tuesday, July 29, 2014	1.50%	38,905	40,073	41,274	42,513	43,789
Wednesday, July 29, 2015	1.50%	39,489	40,674	41,893	43,151	44,446

#### **Band 4**

From		41,738	42,988	44,279	45,607	46,974
Monday, July 29, 2013	1.50%	42,364	43,633	44,943	46,291	47,679
Tuesday, July 29, 2014	1.50%	43,000	44,287	45,617	46,985	48,394
Wednesday, July 29, 2015	1.50%	43,645	44,952	46,302	47,690	49,120

#### **Band 5**

From		47,296	48,717	50,178	51,685	53,235
Monday, July 29, 2013	1.50%	48,005	49,448	50,931	52,460	54,034
Tuesday, July 29, 2014	1.50%	48,726	50,189	51,695	53,247	54,844
Wednesday, July 29, 2015	1.50%	49,456	50,942	52,470	54,046	55,667

#### **Band 6**

From		52,862	54,447	56,078	57,763	59,495
Monday, July 29, 2013	1.50%	53,655	55,264	56,919	58,629	60,387
Tuesday, July 29, 2014	1.50%	54,460	56,093	57,773	59,509	61,293
Wednesday, July 29, 2015	1.50%	55,277	56,934	58,640	60,402	62,213

#### **Summer Student Hourly Rate**

Monday, July 29, 2013	1.50%	<b>\$16.57</b>
Tuesday, July 29, 2014	1.50%	<b>\$16.82</b>
Wednesday, July 29, 2015	1.50%	<b>\$17.08</b>

## APPENDIX "B"

### ***LEVEL STRUCTURE FOR THE CLASSIFICATION PLAN***

<u>LEVEL</u>	<u>POINT RATING</u>
1	up to 300
2	301 to 350
3	351 to 400
4	401 to 450
5	451 to 520
6	521 to 590

## **APPENDIX “C”**

### **CONVERSION RULES**

01. Pay administration for incumbents of positions which have been reclassified to a level having a higher maximum Rate of Pay.
- a) Where a position is reclassified to a level having a higher maximum rate of pay, the employee shall be paid, from the effective date of such reclassification, at the rate of pay that is nearest to but not less than the rate of pay received by him/her for his/her substantive position on the day immediately prior to the effective date of the reclassification of the position.

#### Increments

- b) When an employee, who was being paid at the maximum rate in the former scale of rates, and is not paid at the maximum rate in the new pay scale of rates, the effective date of increment thereafter shall be the effective date of the reclassification of the position and the increment period shall be as specified in this Collective Agreement.
- c) When an employee, who was not being paid at the maximum rate in the former scale of rates, and is not paid at the maximum rate in the new scale of rates, the effective date of increment thereafter shall be the same date that was in effect prior to the reclassification of the position and the increment period shall be as specified in this Collective Agreement.
02. Probation following the reclassification of a position.

- a) When an employee has completed the initial probationary period for the position held by him/her, the employee shall not be placed on probation following the reclassification of his/her position.

OR

- b) When an employee has not completed the initial probationary period for the position held by him/her, the Employer shall continue the initial probationary period as specified in this Collective Agreement from the date of appointment to such position.

**MEMORANDA OF AGREEMENT**

**BETWEEN**

**P.S.A.C HOLDINGS LTD.**

**AND**

**THE ALLIANCE EMPLOYEES UNION**




**MEMORANDA No. 1 to 12**

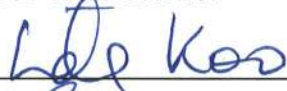

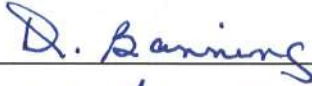
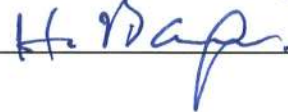
The following memoranda of agreement shall take effect on the date of ratification, unless otherwise expressly indicated, and shall be considered part of this collective agreement.

SIGNED AT OTTAWA THIS 25<sup>th</sup> DAY OF July 2014.

FOR THE EMPLOYER

FOR THE UNION

  
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# MEMORANDUM OF AGREEMENT No.1

BETWEEN

P.S.A.C HOLDINGS LTD.

AND

THE ALLIANCE EMPLOYEES UNION

## *UNIFORMS*

The Employer agrees to provide uniforms to each full-time employee as follows:

- A) At the time of hire:
  - 1. two (2) pairs of pants;
  - 2. five (5) shirts (either long, short sleeves or polo shirts at the employee's discretion);
  - 3. one (1) pair of safety shoes;
  - 4. one (1) winter parka if required;
  - 5. one (1) pair of winter gloves if required.
  
- B) Every year thereafter, on September 1:
  - 1. one (1) pair of pants;
  - 2. two (2) shirts (either long, short sleeves or polo shirts at the employee's discretion).
  
- C) Every two (2) years, or on presentation of worn or defective safety shoes:
  - 1. one (1) pair of safety shoes.

The Employer agrees to provide uniforms to each part-time employee as follows:

- A) At the time of hire:
  - 1. one (1) pair of pants;
  - 2. two (2) shirts (either long, short sleeves or polo shirts at the employee's discretion);
  - 3. one (1) winter parka if required;
  - 4. one (1) pair of winter gloves if required.



B) Every year thereafter, on September 1:

1. one (1) pair of pants;
2. two (2) shirts (either long or short sleeves or polo shirts at the employee's discretion).

The Employer agrees to provide to maintenance staff one (1) tool case and lock, containing hand tools required for the day to day maintenance.

The Employer agrees to provide the employees with three (3) pairs of adjustable ice cleats. The cleats will be stored at the security desk.

The Employer agrees to provide the Heavy-Duty cleaner(s) with:

1. a pair of ice cleats
2. a pair of tall rubber boots

The Employer agrees to provide each worker of the Maintenance/Facilities Staff; the Heavy-Duty Cleaner and the Security Staff with:

1. a flashlight
2. a hat-toque
3. a Spring/Fall polar windbreaker
4. a pair of winter boots that are made for cold temperatures up to -40C

The parties agree that it will be the employee's responsibility to care for his/her uniform by wearing protective clothing when required and to maintain his/her tools. The Employer will only provide replacements upon presentation of a worn or defective tool.

The parties agree that there will be no change in the design or quantities of uniform clothing provided under this Agreement without the mutual agreement of both parties.

**MEMORANDUM OF AGREEMENT No. 2**

**BETWEEN**

**PSAC HOLDINGS LTD.**

**AND**

**ALLIANCE EMPLOYEES' UNION**

**WELFARE PLANS AND BENEFITS – Article 22.10**

The parties agree that the following employees, who are on strength on May 23, 2014, will not be required to meet the ten (10) days pay in a calendar month requirement specified in article 22.10.

- Emmanuel Hilaire
- Alain Fournier
- Mario Depelteau

For greater clarity, the employer agrees that it will continue paying the portion of the premium for the benefits plans as specified in article 22.09 for the above employees.

**MEMORANDUM OF AGREEMENT No. 3**

**BETWEEN**

**PSAC HOLDINGS LTD.**

**AND**

**ALLIANCE EMPLOYEES' UNION**

***EMPLOYEE ASSISTANCE PROGRAM***

The parties agree that, effective January 1, 1994, the Employer will introduce an Employee Assistance Program (EAP) for all member of the bargaining unit. This program shall be similar in design and benefits as the program which so presently in effect at the PSAC.

**MEMORANDUM OF AGREEMENT No. 4**

**BETWEEN**

**PSAC HOLDINGS**

**AND**

**ALLIANCE EMPLOYEES' UNION**

***PAY EQUITY***

The parties agree that for the purpose of the Pay Equity adjustment the Employer will:

1. adjust acting pay;
2. adjust top-up provisions for maternity leave; parental leave;
3. adjust overtime, call back and reporting pay;
4. adjust severance pay.

**MEMORANDUM OF AGREEMENT No.5**

**BETWEEN**

**PSAC HOLDINGS**

**AND**

**ALLIANCE EMPLOYEES' UNION**

***RETROACTIVE PAY***

The parties agree to allow the Employer ninety (90) days from ratification to implement the reimbursement of all retroactive pay, benefits, allowances and adjustments owed to the employees.

**MEMORANDUM OF AGREEMENT No. 6**

**BETWEEN**

**PSAC HOLDINGS**

**AND**

**ALLIANCE EMPLOYEES' UNION**

***RECIPROCAL AGREEMENT – INTERNAL STAFFING COMPETITIONS***

The parties agree that:

- 1) For the purposes of clauses 32.02, 32.03 and 32.04 of the Collective Agreement between the Public Service Alliance of Canada and the Alliance Employees Union for Units 2 and 10, and clause 34.02 and 34.03 of this Agreement, the staff of each organization shall be considered staff of the organization conducting the competition for the purposes of screening applications.
- 2) The Employer will allow employees reasonable time off, with pay, to attend interviews related to the competition process.
- 3) Travel costs related to employees attending interviews during the competition process will be the responsibility of the employee applying for a job.

## **MEMORANDUM OF AGREEMENT No. 7**

**BETWEEN**

**P.S.A.C HOLDINGS LTD.**

**AND**

**THE ALLIANCE EMPLOYEES UNION**

### ***CALL-IN PROCEDURE UNDER CLAUSE 13.02 a)***

PSAC Holdings Ltd. and the Alliance Employees Union agree to the following process in the application of clause 13.02 a) for security, maintenance and janitorial workers. The parties agree that this Memorandum of Agreement was developed at the request of the Union representatives on the Union-Management Consultation Committee, and following full discussion of the issue at the March 25, 2004 UMCC and that it now will form part of the Collective Agreement.

The parties agree that this Memorandum of Agreement does not replace clause 12.09, but is a process designed to clarify how security, maintenance and janitorial workers are to be called in to replace staff absent on less than four (4) hours' notice. Vacancies created by planned or expected absences will continue to be filled by the Facilities Manager, who will, where necessary and where possible, schedule occasional staff to replace absent indeterminate staff on the monthly schedule, using the principle of equitable distribution of shifts. For unplanned absences with more than four (4) hours' notice that require the call-in of an unscheduled worker, the Facilities Manager will follow the Call-in Procedure, using the lists established for the appropriate job classification, as described below.

This Agreement is being entered into by the parties in order to facilitate the call-in of employees to replace absent staff. This Agreement is not intended to result in any additional cost to the Employer, and should additional cost to the Employer accrue, the parties agree that the process will be reviewed and amended in order to ensure it meets the Employer's requirement that it not result in additional costs.

#### **Call-in procedure:**

1. Order of call-in:
  - i) Part-time security, maintenance or janitorial workers, who would not be on overtime.
  - ii) Occasional security, maintenance or janitorial workers, according to the call-in sheet, described below.

iii) Full-time security, maintenance or janitorial workers, on overtime.

2. Call-in Sheet:

A call-in sheet will be established for each of the following group of employees: security workers, maintenance workers, heavy duty cleaners and light duty cleaners.

i) A call-in sheet will be prepared with the names and phone numbers of all workers listed in the following order:

- 1) Full-time workers, by seniority;
- 2) Part-time workers, by seniority;
- 3) Occasional workers, by the seniority determined for the purpose of this list (date of first hire).

ii) The call-in sheet will contain an explanation at the bottom of the symbols to be used:

N/A – not available; R – Refused Shift;  
A – 8:00 to 16:30 shift; B – 16:00 -24:00 shift; C – 00:01 to 8:00 shift;  
H – Statutory Holiday; V – Vacation; S – Sick

iii) The call-in sheet will be issued at the beginning of each month, along with the regular schedule, and will be kept at the Security Desk. At the end of each month, it will be filed in the office of the Facilities Manager, and the file kept for a year. The Employer will explore the possibility of creating and keeping this list electronically and if it is possible, then both an electronic and hard copy of the list will be available at the Security Desk.

3. Process:

i) A scheduled security, maintenance or janitorial worker who is unable to work his/her shift on less than four (4) hours' notice must call the Security Desk to advise the worker on duty of his/her absence, in addition to advising the Facilities Manager of the absence.

*It should be noted that all workers are expected to give as much notice as possible of any absence from work and that giving less than four (4) hours' notice should only occur in exceptional circumstances.*

ii) The Security Worker or Lead Cleaner on duty who is advised of the absence of the worker scheduled to work the next shift will be responsible for calling in a replacement, using the call-in sheet kept at the Security Desk for that purpose.



iii) The Security Worker or Lead Cleaner who is calling for replacement staff will call employees based on the order on the sheet and in the following order:

1. Part-time workers, by seniority. Where a part-time worker cannot be reached, or refuses the shift, the list will be marked appropriately, and if a part-time worker accepts the shift, the sheet will be marked by identifying the shift that the worker is called in to work. On the next occasion that a call-in replacement is required, the next person on the list of part-time employees following the last person who was called for a call-in shift will be the first person who is called and the call-in will follow the same process, until the list of part-time employees has been exhausted, and the rotation begins again with the first part-time employee on the list and will continue through the month, beginning with the first name on the list at the beginning of each month.

*Part-time employees for whom the call-in opportunity would be overtime are not to be called in until all available staff, including occasional staff and full-time staff, have been offered and refused the call-in opportunity.*

2. Where no part-time workers have been identified to work the shift, occasional workers will be offered the opportunity in the following order:

at the beginning of the month, the first person on the list will be called. If he/she cannot be reached, or refuses the shift, the sheet will be marked accordingly, and the next person on the sheet will be called. This process will continue until a replacement is found, and the sheet will be marked appropriately by identifying the shift that the replacement is called in to work. On the next occasion that it is necessary to call in an occasional worker to replace a scheduled worker on a shift, the call-in will begin at the name on the list immediately following the last worker called. This rotation will continue through the month and will begin with the first name on the list at the beginning of each month.

3. If no part-time or occasional staff are available to replace a scheduled worker on a shift on a call-in, full-time staff are to be called, in order of seniority and in rotation and the order of call-in is to follow the list and be marked on the call-in sheet in the same fashion as is set out for the part-time and occasional staff.
4. If an employee who should have been offered a call-in opportunity is improperly by-passed, he/she shall be offered the next available call-in opportunity.

## **MEMORANDUM OF AGREEMENT No. 8**

**BETWEEN**

**P.S.A.C HOLDINGS LTD.**

**AND**

**THE ALLIANCE EMPLOYEES UNION**

### ***UNION-MANAGEMENT CONSULTATION ON INVESTIGATIONS TAKING PLACE UNDER ARTICLE 29***

The parties agree that during the life of this Collective Agreement, they shall meet to develop a pool of potential harassment and discrimination investigators who:

- Have knowledge and experience in various types of discrimination and harassment situations;
- Have investigation experience;
- Have an understanding of a unionized work environment;
- Are impartial;
- Are external to PSAC Holdings and PSAC.

The parties further agree to meet and develop a standard template terms of reference for harassment and discrimination investigations.

The parties agree to commence work on this within ninety (90) days after the signing of the Collective Agreement.

Subject to agreement on the number of Union representatives who will be appointed by the Union to participate in this process, the Employer will grant leave with pay and pay for all costs related to the Union representative(s) participation in this committee.

# MEMORANDUM OF AGREEMENT No. 9

BETWEEN

P.S.A.C HOLDINGS LTD.

AND

THE ALLIANCE EMPLOYEES UNION

## ***SUMMER STUDENT POLICY***

### **Preamble:**

The parties recognize the importance of building relationships between the labour movement and post-secondary students. There is a critical need for the labour movement to increase its relevance to youth. There is an additional need for students to secure skill-building opportunities through student employment. The hiring of students will be in accordance with the PSAC employment equity plan.

### **Principles:**

The following principles will guide our work in the area of student employment at the PSAC Holdings:

- a) the hiring of student employees will have the primary objective of developing employment skills of selected students. An additional objective will be to ensure that the work of students furthers the objectives of the PSAC Holdings and the labour movement in general;
- b) student employment should not detract from our desire to increase and improve our experience with developmental positions for current AEU members;
- c) demonstration that an appropriate support and mentoring by supervisors and co-workers will be put in place and will be required prior to the final approval of the student employment project;
- d) bargaining unit positions shall not be reduced as a result of the work of students under this MOA.

As such the parties agree as follows:

1. This Memorandum of Agreement (MOA) is meant to clarify and harmonize the terms and conditions of students employed by PSAC Holdings who are doing work related to that performed by members of AEU Unit IX. The terms set forth in this MOA are meant to apply from the date of signature of the collective agreement.
2. PSAC Holdings and the Alliance Employees' Union (AEU) agree that students employed by PSAC Holdings in Headquarters doing work related to that performed by members of AEU Unit IX shall be members of the Union. The Employer shall deduct and remit the applicable union dues to the Treasurer of the AEU.
3. The parties agree that the terms and conditions set forth in the collective agreement do not apply to student employees except for the provisions outlined in Articles 2, 4, 7, 15, 16, 25, 26, 28, 29, 31 (except 31.12), and 33.
4. The parties agree that the following terms and conditions of employment shall apply to student employees covered by this MOA:
  - a) 35-hour work week
  - b) The summer student hourly rates in Appendix A shall apply.
  - c) All hours worked over and above the weekly 35 hours, which may be scheduled on any day of the week including Saturday and Sunday, will be paid at time and one half (1 ½ ).
  - d) Furthermore, all hours worked over and above 35 hours must be pre-approved by the Facilities Manager and will be recorded on the appropriate form.
  - e) Annual Leave credits will accrue at 1 ¼ days for each calendar month in which a student employee earns at least 70 hours of pay. Should there be Annual Leave credits remaining at the end of the student's term assignment, it will be calculated in hours and paid out at the student's hourly rate of pay. Annual leave shall be administered in compliance with Article 17.02.
  - f) Sick Leave credits will accrue at 1 ¼ days for each calendar month for which the student employee receives pay for at least 70 hours. Sick Leave credits do not have a monetary value. Sick Leave shall be administered in compliance with Article 18.02 and 18.03.
  - g) One (1) floating day to be taken as leave during the length of the student's term assignment.

**MEMORANDUM OF AGREEMENT No. 10**

**BETWEEN**

**P.S.A.C HOLDINGS LTD.**

**AND**

**THE ALLIANCE EMPLOYEES UNION**

***RELOCATION OF PSAC'S HEADQUARTERS***

The parties hereby agree to enter into meaningful consultation to determine the consequences on PSAC Holdings Ltd. staff resulting from a decision to relocate the PSAC Headquarters.

Upon mutual consent, the parties may agree to reopen the Collective Agreement in specific areas in accordance with clause 39.03 with a view of dealing with the impact of the relocation of the PSAC Headquarters upon employees.

**MEMORANDUM OF AGREEMENT No. 11**

**BETWEEN**

**P.S.A.C HOLDINGS LTD.**

**AND**

**THE ALLIANCE EMPLOYEES UNION**

***TERM EMPLOYEES***

The following language will apply to any employee who is on strength as of the date of ratification, July 19, 2012.

*Previous Article 34.11*

*Any worker who has been continuously employed for a period of three (3) years or more in the same position, shall be appointed, to the position that she/he is occupying, if the position becomes available, without competition, and in the case of a term or occasional employee, shall be considered an indeterminate employee. This in notwithstanding Article 34.11 of this Collective Agreement.*

**MEMORANDUM OF AGREEMENT No. 12**

**BETWEEN**

**P.S.A.C HOLDINGS LTD.**

**AND**

**THE ALLIANCE EMPLOYEES UNION**

***LUMP SUM PAYMENT***

The employer will pay employees in the bargaining unit on strength as of the date of ratification (June 5, 2014), a one-time lump-sum payment as follows:

Permanent Full-Time	<u>\$1,250</u>
Permanent Part-Time	<u>\$1,000</u>
Occasional	\$ 500