

COLLECTIVE AGREEMENT

BETWEEN

THE UNION OF SAFETY AND JUSTICE EMPLOYEES

AND

UNIFOR AND ITS LOCAL 2025



EXPIRY DATE: APRIL 30, 2024

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GENERAL PROVISIONS

ARTICLE 1: PURPOSE OF AGREEMENT

- 1.01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Union of Safety and Justice Employees (USJE) - PSAC, 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.
- 1.02 The parties to this agreement share a desire to improve the quality of service to the members of the Public Service Alliance of Canada - Union of Safety and Justice Employees, a Component of P.S.A.C. and to promote the well-being and increased efficiency of its employees to the end that the membership of the Public Service Alliance of Canada - Union of Safety and Justice Employees will be efficiently served. Accordingly, they are determined to establish, within the framework provided by the laws, an effective working relationship at all levels of the Public Service Alliance - USJE. in which members of the bargaining unit are employed.

ARTICLE 2: DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) “bargaining unit” means the employees of the employer in the Group described in Article 5 (Recognition).
- (b) a “common-law spouse” relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be their spouse and continues to live with that person as if that person were their spouse.
- (c) “compensatory leave” means leave with pay in lieu of cash payment for overtime. The duration of such leave will 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 or when compensatory leave is paid in cash shall be based on the employee’s hourly rate of pay received by them on the date immediately prior to the day on which leave is taken.
- (d) “continuous employment” means
 - i. for the sole purpose of Article 39 (Vacation Leave With Pay), an unbroken period of employment with the Union of Safety and Justice Employees, the Alliance and its Component(s) and its predecessor organizations and includes service with any departments/agencies under the jurisdiction of Union of Safety and Justice Employees. For greater certainty, employment shall not be considered to be broken by authorized periods of leave, with or without pay, or by any period of less than three (3) months between two separate periods of employment with the Union of Safety and Justice Employees, the Alliance and its Component(s) or its predecessor organizations and any departments/agencies under the jurisdiction of the Union of Safety and Justice Employees. (This definition in no way implies any entitlement to pay or other compensation from the Union of Safety and Justice Employees during the hiatus between two separate periods of employment).
 - ii. for the sole purpose of Article 45 (Severance Pay) an unbroken period of employment with the Union of Safety and Justice Employees, the Alliance and its Component(s) and its predecessor organizations. For greater certainty employment shall not be considered to be broken by authorized periods of leave, with or without pay, or by any period of less than three (3) months between two separate periods of employment with the Union of Safety and Justice Employees, the Alliance and its Component(s) or its predecessor organizations. (This definition in no way implies any entitlement to pay or other compensation from the Union of Safety and Justice Employees during the hiatus between two separate periods of employment).

- (e) “daily rate of pay” means an employee’s weekly rate of pay divided by five (5).
- (f) “day of rest” means Saturday and/or Sunday.
- (g) “employee” means person who is a member of the bargaining unit.
- (h) “employer” means the Union of Safety and Justice Employees (USJE) and includes any person authorized to exercise the authority of the employer.
- (i) “holiday” means a day designated as a paid holiday in this Agreement.
- (j) “hourly rate of pay” means an employee’s weekly rate of pay divided by thirty-five (35).
- (k) “leave” means authorized absence from duty by an employee during their scheduled regular hours of work.
- (l) “membership dues” means the dues established by Unifor as the dues payable by its members as a consequence of their membership in the Union and shall not include any initiation fee, insurance premiums or special levy.
- (m) “telework” is a flexible arrangement using information technology to enable work outside of a traditional office, that can occur in a variety of places.
- (n) “term employee” means a person who is employed by Union of Safety and Justice Employees 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 the Union of Safety and Justice Employees when the specified period of time is terminated unless the specified period of time is extended by another specified period of time. Such an employee who has been hired for a period of 90 days or less will not be covered by this agreement.
- (o) “Union” means Unifor and its Local 2025.
- (p) “weekly rate of pay” means an employee’s annual rate of pay divided by 52.17.

ARTICLE 3: APPLICATION

- 3.01 The provisions of this Agreement apply to Unifor and its Local 2025, employees and the employer.
- 3.02 Both the English and French texts of this Agreement are official.
- 3.03 English to be the version for interpretation by any third party.
- 3.04 Where the masculine gender is used, it shall be considered to include the feminine gender unless any provision of this agreement otherwise specifies.

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.
- 4.02 The employer shall have the right to suspend, discharge or otherwise discipline any employee for just cause.

UNION SECURITY AND LABOUR RELATIONS MATTERS

ARTICLE 5: RECOGNITION

- 5.01 The employer recognizes Unifor as the exclusive bargaining agent for all its employees as certified by the Ontario Labour Relations Board (dated April 5, 2012) employed in the National Office of the Union of Safety and Justice Employees, save and except the Director of Finance and Administration, the Director of Labour Relations, the Director of Policy Planning and Media Relations, and the Executive Assistant to the National President.

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 Shop Stewards to two (2).
- 6.03 The Union shall notify the employer, in writing, of the name of the representatives.
- 6.04 Representatives shall obtain the permission of their immediate supervisor before leaving their work to investigate 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 their supervisor before resuming their normal duties.
- 6.05 The Union agrees to limit the appointment of two (2) employees as representatives on negotiating teams.

ARTICLE 7: USE OF EMPLOYER FACILITIES

- 7.01 Reasonable space on bulletin boards will be made available to the Union for posting of official union notices in convenient locations as determined by the employer. Notices or other material shall require the prior approval of the employer, except notices of meetings of their members and elections, the name of Union representatives and social and recreational events.
- 7.02 The Unifor Local 2025 Stewards will be allotted reasonable time and the required space to send email messages to the Unifor membership relating to all Unifor union business.
- 7.03 Employees shall be allowed to use USJE premises to conduct union business.

ARTICLE 8: UNION SECURITY

- 8.01 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 dues, as certified by the Treasurer of the Union, from each salary cheque 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.

ARTICLE 9: RETENTION OF RIGHTS AND PRIVILEGES

- 9.01 Should the employer 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.
- 9.02 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 10: INFORMATION TO THE UNION

- 10.01 The employer will forward to the Treasurer of the Union the name of all newly-hired employees who will be included in the bargaining unit at the time of commencement of employment with the employer. The employer further agrees to inform the Union of the name of any employee in the bargaining unit leaving the employ of the employer.

ARTICLE 11: INFORMATION TO EMPLOYEES

- 11.01 Upon request the employer shall allow an employee, or union representative if authorized by the employee, access to the personnel file and/or pay and leave records of the employee in the presence of an authorized representative of the employer twice (2) a year.
- 11.02 The employer will provide each employee, bi-annually, with a statement of their leave credits.
- 11.03 The employer shall provide each employee in the bargaining unit with a copy of this Collective Agreement, within 120 days of ratification and it shall be part of the New Employee Orientation Package.

ARTICLE 12: CONTRACTING OUT

12.01 The employer agrees to the principle that no bargaining unit work shall be contracted out. The parties agree, however, that there are circumstances outside the control of the employer, which may cause bargaining unit work to be contracted out. In those circumstances, the employer agrees to consult with the representative of the bargaining unit.

ARTICLE 13: NO STRIKE – NO LOCK-OUT

13.01 During the term of this Agreement, the Union shall not declare or authorize a strike of any of the employees and the employer shall not cause the employees to be locked out.

13.02 Employees shall have the right to refrain from crossing legal picket lines.

13.03 An employee who exercises their right under Clause 13.02 shall be subject to the limitations of clauses 37.01, 38.01, 49.04 and Article 56.

ARTICLE 14: HUMAN RIGHTS

14.01 The employer agrees that it will continue its policy of no discrimination with respect to any employee in the matter of hiring, wage rates, training or promotion, transfer, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, gender identity, gender expression, disability, or by reason of their membership or activity in the Union.

ARTICLE 15: NO HARASSMENT OR WORKPLACE VIOLENCE

15.01 No Harassment

The employer recognizes the right of employees to work in an environment free from harassment, and will take whatever steps are reasonable to protect workers from workplace harassment from all sources. Harassment of any type in the workplace from anyone is unacceptable. Everyone is expected to work together to prevent workplace harassment. Management pledges to investigate and deal with all incidents and complaints of workplace harassment in a timely and fair manner, respecting the privacy of all concerned to the extent possible as outlined in the collective agreement.

Definition

Workplace harassment is one or a series of incidents involving unwelcome comments or actions concerning a person's race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, age, sex, gender, pregnancy, sexual orientation, or a criminal conviction unrelated to employment that detrimentally affects the work environment or leads to adverse job-related consequences for the victims of the harassment. "Workplace harassment" includes sexual harassment, retaliation, verbal / emotional / psychological abuse, and workplace bullying.

The terms of the USJE Workplace Violence and Harassment Policy including the complaint, investigation and report procedure are incorporated herein. Employees may file a complaint of harassment under the Policy, or as a grievance pursuant to Article 16 of the Collective Agreement.

15.02 **No Workplace Violence**

The employer is committed to the prevention of workplace violence and is ultimately responsible for worker health and safety, and will take whatever steps are reasonable to protect workers from workplace violence from all sources. Violent behaviour in the workplace is unacceptable from anyone. Everyone is expected to work together to prevent workplace violence. Management pledges to investigate and deal with all incidents and complaints of workplace violence in a timely and fair manner, respecting the privacy of all concerned to the extent possible.

Definition

Workplace violence includes any negligent or delinquent act or behaviour, as well as all incidents in which a worker is assaulted, abused, or threatened in circumstances pertaining to her or his job or while at work or continuing from the work setting, which can lead to both mental or physical injury, disease, or death. The aggressor may be a USJE employee at any level of the organization, a USJE member, someone with whom the employee has a personal relationship, a stranger, a client, a contractor, or a visitor.

The terms of the USJE Workplace Violence and Harassment Policy including the complaint, investigation and report procedure are incorporated herein. Employees may file a complaint of workplace violence under the Policy, or as a grievance pursuant to Article 16 of the Collective Agreement.

15.03 **General**

- (a) for the purpose of this article, the workplace and work environment shall also include meetings, seminars, conferences, courses, etc. held outside the employee's normal work location.
- (b) complaints and/or grievances under this article shall be handled with all possible confidentiality.
- (c) the employer may consider a request by either the complainant or the accused to no longer be in contact with the other party during the term of the investigation. In the event the employer agrees with such a request, the employer will make every reasonable effort to accommodate such a request.

ARTICLE 16: GRIEVANCE PROCEDURE

16.01 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.

16.02 Before submitting a grievance, an employee is encouraged to discuss the matter with their supervisor. An employee may, if they so desire, be assisted or represented by the Union during such discussions.

16.03 An employee shall be represented by the Union at each step of the grievance procedure.

Step 1:

An employee may submit a grievance to the Manager at the first level.

Step 2:

If the response from the first level does not deal with the grievance to the employee's satisfaction, the employee or the Union may submit the grievance to the National President of USJE.

Step 3:

If the National President does not deal with the grievance to the employee's satisfaction, the Union may submit the grievance to an arbitrator mutually acceptable to the Union and the employer.

The Union may refer the grievance to arbitration within 30 days of the National President's decision. The Parties shall appoint a mutually acceptable arbitrator within 90 days of the referral to arbitration.

- 16.04 The decision of the arbitrator shall be final and binding on both the employer and Union. The arbitrator shall have the authority to modify or amend any penalty. The Arbitrator shall not have the authority to alter or amend provisions of the Collective Agreement.
- 16.05 The employer shall, on request, grant time off with pay to the grievor, his /her representatives and any employee called as a witness to attend meetings or proceedings between the employer and the Union at any step of the grievance procedure. Where an employee representative wishes to discuss a grievance with an employee who has asked or is obliged to be represented by the Union in relation to the presentation of his or her grievance, the Employer will, where operational requirements permit, give them reasonable leave with pay for this purpose.
- 16.06 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.
- 16.07 A written reply will normally be given by the employer to the grievor and their representative at each step of the grievance procedure within ten (10) working days of its receipt.
- 16.08 Except as otherwise stipulated in Article 16.03, if the employer's reply is not satisfactory to the employee or failing reply at any step, the employee or the Union has ten (10) working days from the expiry of the time limits in Article 16.07 in which to submit the grievance to the next step.
- 16.09 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.
- 16.10 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the final level, may be eliminated by agreement of the employer and the employee and the Union.
- 16.11 When an employee receives a disciplinary action resulting in suspension and/or discharge, or when an employee is released for incompetence or incapacity, except during his 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.
- 16.12 When a grievance is referred to arbitration, each party shall bear their own costs, and the costs of the arbitrator shall be shared equally between the parties.

16.13 Except in the case of discipline or release for incapacity or incompetence, a grievance must be authorized by the Union to be presented at each level of the grievance procedure. All grievances submitted to arbitration at Step 3 must be authorized by the Union.

ARTICLE 17: JOINT CONSULTATION

17.01 The parties acknowledge the mutual benefits derived from joint consultation and are prepared to enter into discussions to develop appropriate mechanisms to provide joint consultation on matters of common interest.

17.02 A Union-Employer Committee will be established to consult on matters of concern to both parties. The Committee will not exceed four members and will equally represent the Union and the Employer. Either party may provide subjects for the agenda of any proposed meeting. Meetings will be scheduled at times convenient to both parties. Each party shall be responsible for the expenses incurred by their representatives, except that the Employer agrees to allow reasonable leave with pay for such meetings. Meetings to be quarterly or more often, as required.

17.03 Whenever possible, 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.

ARTICLE 18: DISCIPLINE

18.01 Just Cause

No disciplinary measure in the form of a notice of discipline, suspension, discharge or in any other form shall be imposed on an employee without just, reasonable, and sufficient cause and without them having received beforehand, or at the same time, written notice showing the grounds on which the disciplinary measure is imposed.

18.02 Personnel File

The Employer agrees that there shall be only one personnel file for each employee and that no report relating to the employee's conduct or performance may be used against them in the grievance procedure or at arbitration unless such report is part of that file.

18.03 **Duration of Material on File**

Any document or written statement related to a disciplinary action, including letters of expectations, which may have been placed on the personnel file of any employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

18.04 **Union Representative**

When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning them or to render a disciplinary decision concerning them, the employee is entitled to have, at their request, a representative of the Union attend the meeting. Where practicable, the employee shall receive a minimum of one (1) days' notice of such a meeting.

ARTICLE 19: COOLING OFF PERIOD

19.01 An employee who willfully terminates their employment as a result of a misunderstanding or argument, shall be allowed to return to work and remain employed if they do so within three (3) consecutive working days.

ARTICLE 20: HEALTH AND SAFETY

20.01 The Employer shall make all reasonable provisions of safety and health of employees during working hours, and the Union may bring to the attention of the Employer any suggested improvements regarding working conditions.

20.02 It is the policy of the Employer to provide a healthy and safe working environment in which employees, visitors and members can carry out their business.

Employees at every level, including management, are responsible and accountable for USJE's overall safety initiatives. Complete and active participation by everyone, every day, in every job is necessary for the safety amongst all staff and management.

An incident-free workplace is the employer's goal.

The terms of the USJE Health and Safety Policy are incorporated herein.

20.03 **Working Alone**

The Employer is committed and responsible to provide as safe a work environment as is reasonably possible for any employee who at times may be required to work alone.

Whether a situation is deemed to be high or low risk will depend on the location, type or work, interaction with the public, or the consequences of an emergency, accident, injury, etc.

The Employer is committed to ensuring employees who work alone have a means of communication with individuals who can respond to an emergency situation and that all employees understand and meet their legal obligations.

Definitions

Normal working hours – Means the hours USJE maintains between 7:00 a.m. and 7:00 p.m. when there are typically people available to help in the case of an incident.

Hazard – Means a situation, condition, person or thing that may be dangerous to the health or safety of employees.

Working Alone – A person is alone at work when they are on their own; when they cannot be seen or heard by another person; and when they cannot expect a visit from another worker if there is an emergency or the worker becomes ill or injured.

ARTICLE 21: TECHNOLOGICAL CHANGE

21.01 The Employer recognizes that the introduction of electronic data processing equipment, computer equipment or automated machines should be accomplished with due regard for the employees. In the event such changes affect existing staff, the employer shall consult with the Union with a view to absorbing the staff in other positions. If retraining programs are feasible, qualified staff will be given first priority.

WORKING CONDITIONS

ARTICLE 22: HOURS OF WORK

22.01 General

- (a) The work week shall be thirty-five (35) hours from Monday to Friday inclusive and the work day shall be seven (7) consecutive hours, exclusive of a half hour lunch period, between the hours of 7:00 a.m. and 7:00 p.m.
- (b) Subject to operational requirements as determined from time to time by the Employer, an employee shall have the right to request flexible or staggered hours between 7:00 a.m. and 7:00 p.m. and such request shall not be unreasonably withheld.
- (c) Notwithstanding the provisions of this Article, with the approval of the Employer, employees may complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer, employees work an average of thirty-five (35) hours a week. In every such period employees shall be granted days of rest on days scheduled as normal work days for them. Such approval shall not be unreasonably withheld.
- (d) Employees may bank earned compressed days off (CDO) provided the banked CDO is used within 30 days of the date it was originally scheduled.
- (e) The foregoing will in no way result in any loss of statutory holidays by an employee working the compressed work week.
- (f) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work of additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

The Employer may require employees to register their attendance in a form or in forms to be determined by the Employer.

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

ARTICLE 23: OVERTIME

23.01 In this article:

- (a) "overtime" means:
 - i. authorized work performed in excess of an employee's regular scheduled hours of work;
 - ii. work performed on a day of rest.
- (b) "straight-time rate" means the hourly rate of pay;
- (c) "time and one-half" means one and one-half times the straight-time rate;
- (d) "double time" means twice (2) the straight-time rate.

23.02 Overtime compensation for an employee who

Subject to clause 23.2 e)

- (a) is required to work overtime on their scheduled work day is entitled to compensation at the rate of one and one-half times (1 1/2) for all overtime hours worked.
- (b) is required to work on their first day of rest is entitled to compensation at time and one-half (1 1/2) for the first seven (7) hours and double (2) time thereafter.
- (c) is required to work overtime on their second and subsequent day of rest is entitled to compensation at double (2) time for all hours worked by them.
- (d) is required to report for work and reports on a day of rest, they shall be paid the greater of:
 - i. compensation at the applicable overtime rate; or
 - ii. a minimum of four (4) hours pay at the straight-time rate.
- (e) an employee is entitled to overtime compensation under clauses 23.1 (a), (b), (c) & (d) for each completed fifteen (15) minute period of overtime worked.
 - i. when the overtime work is authorized in advance by the employer; and
 - ii. when the employee does not control the duration of the overtime work.

23.03 Overtime compensation (applicable to all employees)

- (a) **General**

- i. overtime shall be compensated in cash except where, upon request of an employee and with the approval of the employer, overtime may be compensated in equivalent leave with pay at times convenient to both the employee and the employer. Approval of such request shall not be unreasonably denied.
- ii. in the event operational requirements preclude an employee taking compensatory leave during the year in which it was earned, a maximum of 15 days compensatory leave credits may be carried over into the succeeding year. Compensatory leave credits in excess of 15 days shall be liquidated by means of an equivalent cash payment and will be based on the employee's regular salary rate at the time the overtime was worked.
- iii. employees shall record starting and finishing times of overtime work in a form determined by the employer.

(b) Meals

- i. an employee who is required to work three (3) or more hours following their scheduled hours of work, shall be reimbursed his expenses for one meal at the amount specified in USJE Regulation 8. Reasonable time to be determined by the employer shall be allowed the employee in order that they may take a meal break.
- ii. an employee who works overtime on a day of rest, or on a designated paid holiday and such overtime work includes a meal period, shall be reimbursed their expenses for meals at the amount specified in USJE Regulation 8 when the employee returns to work for at least two (2) hours after the meal break.
- iii. clause 23.4 b) does not apply when free meals are provided to employees.

23.04 **Assignment of Overtime**

- (a) Except in cases of emergency, call-back or by mutual agreement with an employee, the employer shall, whenever possible, give at least twenty-four (24) hours, advance notice of any overtime requirement.
- (b) Subject to the operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime on an equitable basis among readily available qualified employees.
- (c) The Employer will provide dependent care payments of six dollars (\$6.00) per hour for employees where such payments are required to help overcome barriers in work situations which go beyond the regular routine.

ARTICLE 24: CALL BACK AND REPORTING PAY

24.01 When an employee is recalled to their place of work after having completed their normal hours of work and having left their place of work; or

When an employee is required to report and reports to work on a day of rest or on a designated paid holiday they shall be paid the greater of:

- (a) compensation at the applicable overtime rate for all hours worked; or
- (b) a minimum of four (4) hours' pay at the straight-time rate provided that the period of overtime worked by the employee is not contiguous to the employee's normal hours of work.

24.02 When an employee, who is recalled to their place of work or reports to work on a day of rest or on a designated paid holiday in accordance with clause 24.1 is required to use transportation other than that provided by normal public transportation services, they shall be paid:

- (a) mileage allowance at the rate normally paid to an employee when authorized by the employer to use their automobile when the employee travels by means of their own automobile; or

- (b) out-of-pocket expenses for other means of commercial transportation provided that the employee submits a receipt for reimbursement.

24.03 Time spent by the employee reporting to work or returning to their residence shall not constitute time worked.

24.04 Clauses 24.01 & 24.02 do not apply to an employee who is required, before the termination of the working day or at any previous time, to report and reports to work on a normal working day outside of their hours of work. Such employee shall be paid the greater of:

- (a) compensation at the applicable overtime rate for all hours worked; or
- (b) a minimum of two (2) hours' pay at the straight-time rate provided that the period of overtime worked by the employee is not contiguous to the employee's normal hours of work.

ARTICLE 25: DESIGNATED PAID HOLIDAYS

25.01 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 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) any day proclaimed by the Governor-in-Council as a holiday shall be included as a designated paid holiday for purposes of this Agreement;
- (m) Heritage Day to be celebrated as floating holiday and to be taken between January 1st and March 31st of each year. This day shall be scheduled in a manner similar to annual leave as described in Article 39. Should a day be proclaimed under (m), and should such a day be celebrated in January, February or March, the floating Heritage Day shall cease to exist.

- 25.02 Designated Paid Holidays shall be the equivalent of seven (7) hours. Employees whose normal hours of work are in excess of seven (7) hours will be required to use vacation leave or compensatory leave to make up the difference between seven (7) hours and their normal hours of work. As an alternative the employee may arrange with their manager to work the hours owed, at straight time, within thirty (30) days of the holiday.
- 25.03 When a day designated as a holiday under clause 25.1 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following their day of rest, unless otherwise agreed upon by the manager and the employee, to a maximum of seven (7) hours.
- 25.04 Work on a holiday shall be compensated in cash except where, upon request of an employee and with the approval of the employer, time worked on a holiday may be compensated in equivalent leave with pay at times convenient to both the employee and the employer. Approval of such request shall not be unreasonably denied.
- 25.05 The accumulation of equivalent leave with pay in lieu of cash will be conditional to the provisions of clause 23.04 a) ii) and any time accumulated will form part of the compensatory leave named in article 23.
- 25.06 An employee absent on leave without pay on both their full working day immediately preceding and their full working day following a designated paid holiday is not entitled to pay for the holiday.

LEAVE PROVISIONS

ARTICLE 26: BEREAVEMENT LEAVE WITH PAY

- 26.01 For the purpose of this clause, immediate family is defined as father, mother, (or alternatively stepfather, stepmother or foster parent, or any individual who was a legal guardian of the employee), brother, sister, spouse, (including common-law spouse resident with the employee), child, (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, grand-parent, grand-child, son-in-law, daughter-in-law, brother-in-law, sister-in-law and other relative permanently residing in the employee's household or with whom the employee permanently resides.

- 26.02 When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) consecutive calendar days which must include the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- 26.03 If, during a period of compensatory leave, an employee is bereaved in circumstances under which they would have been eligible for bereavement leave with pay under clauses 26.01 or 26.02, they shall be granted bereavement leave with pay and their compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- 26.04 An employee may request special consideration based on other circumstances than those outlined in this article. The employer may, based on those circumstances, grant leave with or without pay notwithstanding the other clauses of this Article.

ARTICLE 27: CAREER DEVELOPMENT LEAVE AND PERSONAL SELECTION LEAVE

- 27.01 Upon written request by an employee, and subject to operational requirements, the employer may grant to an employee leave without pay for such time as the employer deems reasonable for employees who have been selected for acting/term positions within the Alliance and/or one of its Components, where, in the opinion of the employer such term or acting position is related to or could enhance the employee's current duties or will improve his or her qualifications. Such leave shall not be unreasonably denied.
- 27.02 Where an employee participates in a personnel selection process for a position in the Public Service Alliance of Canada or one of its Components, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the employer considers reasonable for the employee to travel to and from the place where his or her presence is so required. For greater certainty, leave granted under this Article shall not exceed two (2) days.
- 27.03 Career development refers to an activity which, in the opinion of the employer, is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goal. The following activities shall be deemed to be part of career development:
- i. any course, conference or convention offered by the employer;
 - ii. any course offered by a recognized teaching institution;

- iii. any seminar, convention or study session in a specialized field directly related to the employee's work;
- iv. any course, symposium, workshop or other such event offered by the PSAC, a Labour Council, a provincial Federation of labour or by the Canadian Labour Congress;
- v. language training without pay to a maximum of one (1) year.

27.04 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 above.

27.05 Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them, which the employer may deem appropriate.

ARTICLE 28: COMMITAL LEAVE WITH PAY

28.01 After completion of one year's continuous employment with the Union of Safety and Justice Employees - PSAC, an employee who gives the employer at least five (5) days' notice, shall be granted special leave with pay, but not more than five (5) days, for the purpose of a committal ceremony.

28.02 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 committal 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.

28.03 This leave will be granted on a one time only basis for the duration of employment with USJE.

ARTICLE 29: COURT LEAVE WITH PAY

29.01 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 in any case in which they are not a principal 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 Committee of the Senate or House of Commons, otherwise than in the performance of the duties of their 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 enquiry and to compel the attendance of witnesses before it.

ARTICLE 30: DEFERRED LEAVE

30.01 The parties hereby agree that the employer may grant leave without pay for a period of up to one (1) year to each employee who has completed five (5) years of continuous employment within the bargaining unit. Furthermore, the employer may grant further periods of leave without pay of up to one (1) year after an employee has completed each additional four (4) years of continuous employment within the bargaining unit.

The terms and conditions governing this leave shall be as follows:

- (a) the employer shall not be required to grant such leave during the same period of time to more than one (1) employee employed in the Officer group and one (1) employee in the Administrative staff group. If more than one (1) employee employed in the same group submits a request for such leave which covers all or part of the same period of time, seniority shall be the determining factor in the granting of such leave.
- (b) leave granted under this article which is for a period of more than three (3) months 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) during any period of leave granted under this article, the employee shall pay the full premium (100%) for the benefit plans specified under the provisions of Article 57 of this collective agreement. If the employee so chooses, they may pay the employer and the employee shares of the premiums for the PSAC Pension Plan during such periods of leave.
- (d) an employee who is granted leave under this article shall have the right to return to their former position upon the termination of such leave.
- (e) this leave shall not be used in conjunction with any other leave without pay. The regulations governing the Deferred Payment Plan are found in "Appendix B".

ARTICLE 31: HOLIDAY SEASON LEAVE

- 31.01 (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 26th and January 1st.
- (b) The total leave granted under this clause shall not exceed twenty-one (21) hours. If an employee's scheduled hours of work are in excess of twenty-one (21) hours over the holiday season they will be required to use vacation or compensatory leave to make up the difference. As an alternative the employee will make arrangements to work the hours owed with their manager.
- 31.02 Employees designated as essential by the employer and who are required to work the regular working days between December 26th and January 1st, shall be subject to the overtime provisions of Article 23.
- 31.03 Employees designated as essential by the employer and who work the regular working days between December 26th and January 1st, shall be credited with one (1) day vacation leave for each day worked during this period.
- 31.04 Except for unforeseen circumstances, employees will be advised by December 1st if they are designated essential and will be required to work during this period.
- 31.05 For greater certainty, only designated employees may work during this period.
- 31.06 With the adoption of the above, the informal practice of taking 1/2 day off without leave being taken on December 24th shall be discontinued. For greater clarity, leave shall be

granted on December 24th subject to the usual conditions, including the submission of leave forms.

ARTICLE 32: INJURY-ON-DUTY LEAVE WITH PAY

32.01 An employee shall be granted injury-on-duty leave with pay for such reasonable period, up to a maximum of 130 working days as may be determined by the employer when a Worker's Compensation authority has notified the employer that it has certified that the employee is unable to work because of:

- (a) personal injury received in the performance of their 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 their employment;

if the employee agrees to remit to the employer any amount, for that period of time up to 130 working days, received by them in compensation for loss of pay resulting from or in respect of such injury, illness or disease from a personal disability policy for which the employee or their agent has paid the premium.

ARTICLE 33: LEAVE WITH PAY FOR FAMILY-RELATED RESPONSABILITIES

33.01 In affirmation that it is not the intent of the parties to privilege the nuclear family, and for the purpose of this Article, family is defined as spouse (including common-law spouse resident with the employee), children (including children of legal or common-law spouse), 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 employees' household or with whom the employee permanently resides.

33.02 Leave with pay for family-related responsibilities shall be granted as follows:

- (a) leave with pay to provide for the immediate and temporary care of a sick member of the employee's family;

- (b) leave with pay to take a member of the employee’s family for medical or dental appointments, therapy, treatment, or for appointments with appropriate school authorities or adoption agencies, or long-term care agencies.

33.03 The total leave with pay granted under this section, i.e. Leave with Pay for Family-Related Responsibilities during a fiscal year shall not exceed thirty-five (35) hours.

ARTICLE 34: LEAVE WITHOUT PAY FOR PERSONAL NEEDS

34.01 Subject to operational requirements, the employer may grant leave without pay for a period 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.

34.02 Leave without pay in excess of three (3) months, granted under clause 35.01 shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and vacation leave for the employee involved.

34.03 Leave without pay granted under this section may not be used in combination with maternity or adoption leave.

34.04 An employee who is granted leave under this Article must pay both the employee and employer shares of the benefit plans outlined under the provisions of Article 57 of this Agreement, in effect at the time of signing.

ARTICLE 35: FAMILY LEAVE

35.01 Maternity Leave

- (a) An employee who becomes pregnant shall notify the Employer at least two (2) weeks prior to the date on which they plan to begin their maternity leave of their intention to do so. This written notice must include the date on which they intend to begin their maternity leave, and a letter from the employee’s doctor indicating the baby’s due date.
- (b) 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. Maternity leave cannot be split. For greater clarity, maternity leave must be taken in a single, unbroken stretch.

- (c) The Employer may:
 - i. upon written request from the employee, defer the 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) In the event of complications, including but not limited to premature birth, the mother shall have the option of deferring maternity leave until the child is allowed to leave the hospital to go home. (That portion which is still unused). Return to work under this provision will require one month's notice to the Employer; less notice will be allowed by mutual consent of the employee and the Employer.

- (e) 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 pay increment purposes. During such leave, the Employer will continue to pay its applicable share of pension and benefit plans.

- (f) An employee who provides the Employer with proof that they have applied for and is eligible to receive employment insurance benefits pursuant to applicable provisions of the Employment Insurance Act, 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.

- (g) An applicant under sub-clause (f) of this clause shall sign an agreement with the Employer providing:
 - i. that the employee will return to work and remain in the Employer's employ for a period equivalent to the number of weeks that they received the allowance specified in 35.05(f) up to a maximum of sixteen (16) weeks after the employee's return to work;
 - ii. that the employee will return to work on the date of the expiry of their maternity leave, unless this date is modified with the Employer's consent.

- (h) Should the employee fail to return to work as per the provisions of sub-clause (g) or for reasons other than death or disability or if the debt is waived by mutual agreement, the employee recognizes that they are indebted to the Employer for the amount received as maternity leave allowance.
- (i) Employees shall have no vested right to payments under the plan, except to payments during a period of unemployment specified in the plan.

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.

35.02 Parental Leave (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 or employee's spouse's child.

- (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 sixty-one (61) 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 sixty-three (63) weeks of leave without pay, or as provided for under provincial legislation, whichever is greater. Parental leave cannot be split. For greater clarity, parental leave must be taken in a single, unbroken stretch.
- (c) A notice that leave will be requested under this clause shall be made at least three (3) months 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 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 eighty-six (86) 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 pay increment purposes. During such leave the Employer will continue to pay its applicable share of pension and benefit plans.

- (g) An employee who provides the Employer with proof that they have applied for and is eligible to receive employment insurance benefits pursuant to applicable provisions of the Employment Insurance Act, 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.
- (h) An applicant under sub-clause (g) shall sign an agreement with the Employer providing:
 - i. that the employee will return to work and remain in the Employer's employ for a period equivalent to the number of weeks that they received the allowance specified in 21.06 g) up to a maximum of sixty-one (61) weeks after the employee's return to work;
 - ii. that the employee will return to work on the date of the expiry of their parental leave, unless this date is modified with the Employer's consent.
- (i) Should the employee fail to return to work as per the provisions of sub-clause (h) or for reasons other than death or disability or if the debt is waived by mutual agreement, the employee recognizes that they are indebted to the Employer for the amount received as parental leave allowance.

Maternity and Parental Leave Supplementary Unemployment Benefits

35.03 In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (a) an allowance of ninety-three percent (93%) of her weekly rate of pay for the one-week waiting period less any other monies earned during this period; and/or
- (b) up to a maximum of fifteen (15) weeks payment equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.

35.04 In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (a) Where the employee is required to serve a one-week waiting period for EI benefits, they shall receive an allowance of ninety- three percent (93%) of their weekly rate of pay for this "waiting period".
- (b) up to a maximum of sixty-one (61) weeks equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.

35.04.1 Special Maternity and Parental Allowance for Totally Disabled Employees

- (a) An employee who:
 - i. fails to satisfy the eligibility requirements specified in clause 35.03 and/or clause 35.04 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 them 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 weekly rate of pay and the gross amount of their weekly disability benefit under the DI Plan or the LTD Plan.
- (f) An employee shall be paid an allowance under clause 35.04.1 for the same number of weeks for which they would have been eligible for an allowance under clause 35.03 and/or clause 35.04 had they been in receipt of benefits under the Employment Insurance Act or the Québec Parental Insurance maternity benefits.

- 35.05 (a) For a full-time employee the weekly rate of pay referred to in clauses 36.3 and 36.4 above shall be the weekly rate of pay to which they are 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 35.03 and 35.04 and 35.04.1 above shall be the pro-rated weekly rate of pay to which they are 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 36.3 and 36.4 above shall be adjusted accordingly.

ARTICLE 36: OTHER LEAVE WITH OR WITHOUT PAY

36.01 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 26.01, prevent them from reporting for duty. Such leave will not be unreasonably withheld;
- (b) leave with or without pay for the purposes other than those specified in this Agreement.

36.02 Personal Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year one day leave with pay for reasons of a personal nature. The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request.

36.03 Volunteer Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year one day leave with pay to work as a volunteer for a charitable or community organization or activity. The leave will be scheduled at times convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

36.04 An employee is not entitled to leave with pay during any period they are on leave without pay or under suspension.

ARTICLE 37: SICK LEAVE WITH PAY

37.01 An employee shall earn sick leave credits at the rate of 8.75 hours for each calendar month for which they receive pay for at least ten days.

Granting of Sick Leave

37.02 An employee shall be granted sick leave with pay when they are unable to perform their duties because of illness or injury provided that:

- (a) they satisfy the employer of their condition in such a manner and at such time as may be determined by the employer; and
- (b) they have the necessary sick leave credits.

37.03 Unless otherwise informed in advance, a statement signed by the employee that because of illness or injury they were unable to perform their duties shall, when delivered to the employer, be considered as meeting the requirements of clause 38.02 a).

37.04 An employee shall not be granted sick leave with pay during any period in which they are on leave of absence without pay or under suspension.

37.05 If an employee has insufficient credits to cover the granting of sick leave with pay under the provisions of this section, additional sick leave with pay may be granted, up to (1) year of sick leave accrual to a maximum of 105 hours 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 the employee.

ARTICLE 38: VACATION LEAVE WITH PAY

38.01 Accumulation of Vacation Leave Credits, Effective April 1, 1991;

- (a) a regular full time employee who has received at least ten (10) days' pay at the straight time rate for each calendar month will have an annual vacation leave entitlement as follows:

| Years/Service | Days/Vacation | Years/Service | Days/Vacation |
|---------------|---------------|---------------|---------------|
| 1 | 15 | 15 | 26 |
| 2 | 16 | 16 | 26 |
| 3 | 17 | 17 | 26 |
| 4 | 18 | 18 | 26 |
| 5 | 19 | 19 | 27 |
| 6 | 20 | 20 | 28 |
| 7 | 21 | 21 | 28 |
| 8 | 21 | 22 | 28 |
| 9 | 22 | 23 | 29 |
| 10 | 23 | 24 | 29 |
| 11 | 23 | 25 | 30 |
| 12 | 23 | 26 - 29 | 30 |
| 13 | 24 | 30+ | 35 |
| 14 | 24 | | |

- (b) during the first and subsequent vacation years an employee will earn 1/12 of the annual entitlement for each month in which the employee receives at least ten (10) days' pay at straight time rate.
- (c) when an employee has taken more vacation than earned, the unearned portion shall be charged against future earned credits or recovered upon termination whichever occurs first.

38.02 An employee is entitled to vacation leave with pay to the extent of their 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.

38.03 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.

- 38.04 (a) the employer shall authorize the carry-over of vacation leave not exceeding one year's entitlements.
- (b) an employee may discuss with the employer the accumulation of a greater amount of leave for the purpose of a special situation which would also be subject to operational requirements.
- 38.05 If, by October 1st 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 Article 39.4 and the employee has not made known his 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. Employees may liquidate their excess leave credits prior to the end of the vacation year or at times mutually agreed upon by the employee and the Employer, subject to operational requirements and approval by the Employer.
- 38.06 If an employee becomes ill or becomes entitled to special leave during any period of vacation or compensatory leave, the period of leave so displaced shall be added to their 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 practitioner.
- 38.07 Where, during any period of vacation leave with pay, an employee is recalled to duty, they shall be reimbursed for reasonable expenses, as normally defined by the employer that they incur:
- (a) in proceeding to their place of duty;
and
- (b) in returning to the place from which they were recalled if they immediately resume vacation upon completing the assignment for which they were recalled, after submitting such accounts as are normally required by the employer.
- 38.08 The employee shall not be considered as being on vacation leave during any period in respect of which they are entitled under Article 39.07 to be reimbursed for reasonable expenses incurred by them.
- 38.09 If an employee dies or otherwise ceases to be employed, the employee or their 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 their employment.

38.10 Vacation leave will continue to be granted on a "first-come-first-served basis" within 10 working days after it has been submitted, that is after consultation amongst the employees and supervisor concerned has taken place. However, where operational requirements do not permit for two employees to be on vacation at the same time, seniority with the employer will therefore be the determining factor in the granting of vacation leave. The employer shall post a schedule of approved vacation leave.

STAFFING

ARTICLE 39: PROBATION FOR NEW EMPLOYEES

- 39.01 New employees shall be considered on probation for a period of six (6) months from the date of engagement.
- 39.02 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 periods with reasons for extension. Extension of probationary periods will not exceed a total of six (6) months.
- 39.03 In the event that a new employee proves unsatisfactory in the performance of their duties any time during the probationary period, they may be released by the employer.

ARTICLE 40: PROMOTIONS AND APPOINTMENTS

- 40.01 Notification of vacancies and newly created positions within the USJE shall be posted prior to the vacancies being advertised outside the USJE to ensure employees will have an opportunity to make written application.
- 40.02 The employer shall not make appointments from outside the USJE to any position within the bargaining unit when an employee of the USJE who has applied for the position in accordance with clause 41.01 is found qualified by a Selection Board.
- 41.03 Promotions and appointments shall not be the subject of arbitration.
- 40.04 Casual and term employees are not eligible to apply in closed competitions before they have completed six (6) months of continuous employment.

40.05 Any term employee who commences employment following the signing of this agreement and who is continuously employed for a period of three years or more in the same position shall become an indeterminate employee. A part time term employee will become a part time indeterminate employee.

40.06 Language Designation

The Language Designation of a bargaining unit position shall not be changed without the consent of the incumbent of the position. This does not limit the authority of the employer to change the language profile of a position when it becomes vacant.

ARTICLE 41: LAY-OFF

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

PAY AND DURATION

ARTICLE 42: PAY

42.01 An employee is entitled to be paid for services rendered at:

- (a) the pay specified in Appendix "A" for the classification of the position to which they are appointed if the classification coincides with that prescribed in their letter of offer:
or
- (b) the pay specified in Appendix "A" for the classification prescribed in their letter of offer if that classification and the classification of the position to which they are appointed do not coincide.

42.02 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 they are appointed. Unless the Union of Safety and Justice Employees takes action to withhold increments because of unsatisfactory performance of their duties, an employee

shall be entitled to periodic increments in accordance with the applicable salary range until the maximum of such salary range is reached

- 42.03 Except under unusual circumstances, an employee shall be paid by direct deposit every two weeks. Employees will be sent an electronic statement indicating the employee's gross and net entitlement and details of all deductions.
- 42.04 The pay increment date for an employee appointed to a position shall be the first day following their anniversary date of the increment period for the position to which the employee was employed.
- 42.05 The increment period shall be as specified in Appendix "A" (Rates of Pay).
- 42.06 When an employee is promoted, they shall be entitled to that rate of pay in the salary range of the classification level to which they are promoted which provides an increase in an amount not less than the lowest annual increment provided for in the new salary range.
- 42.07 If an employee is appointed to a different position, the salary range for which does not permit an increase in an amount as great as that applicable on promotion (see Article 42.06) 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 them in respect of the classification level of the position from which they were transferred. If there is no such rate in the new salary range, the employee shall continue to receive their previous salary until such time as a higher rate is provided in the new salary range, at which time, and effective the date thereof, they shall be entitled to the salary rate which is closest to but not less than their previous salary rate.
- 42.08 An employee to whom clause 43.07 applied shall retain their increment date if they had not reached the maximum rate in their former position and is not paid the maximum rate in the new position to which they are appointed.

ARTICLE 43: ACTING PAY

- 43.01 When an employee is required in writing by the employer, to perform for a temporary period of at least two (2) consecutive working days, the duties of a higher position than the one held by them, such employee shall be paid acting pay from the first day of such temporary period calculated as if they had been appointed to the higher position. Designated paid holidays shall be counted as time worked for the purpose of determining the qualifying period of two (2) consecutive working days.

ARTICLE 44: COMPENSATION FOR TRAVEL

44.01 When an employee is required by the employer to travel outside their headquarters areas, and such travel is approved by the employer, the method of travel shall be determined by the employer and they shall be compensated in the following manner:

- (a) on a normal working day on which they travel only or travel and work, they shall receive their regular pay for that day;
- (b) on a day of rest or on a holiday, the employee shall be paid at the applicable overtime rate provided the total payment for such travel time does not exceed seven (7) hours at the employee's straight-time rate, except that if an employee travels and works on a day of rest or on a holiday, the total compensation for travel and work on each such day shall not exceed seven (7) hours at the applicable overtime rate, exclusive of their normal salary entitlement for a holiday.

44.02 Unless otherwise specified in this Agreement, the provisions of the Union of Safety and Justice Employees Regulation 8 shall apply to all travel approved by the employer.

- 44.03 (a) employees who, at the request of the employer, spend twenty-five (25) nights per year away from their headquarters area shall be credited with one (1) day of compensatory leave.
- (b) employees who, at the request of the employer, spend an additional ten (10) (or multiple of ten) nights per year away from their headquarters area, shall be credited with one (1) day of compensatory leave for each ten (10) night period.
- (c) all such compensatory leave credits must be taken in leave in the year following that in which they were earned.

ARTICLE 45: SEVERANCE PAY

45.01 Under the following circumstances an employee shall receive severance benefits calculated on the basis of their weekly rate of pay.

45.02 **Retirement**

An employee who is entitled to a pension under the terms of the PSAC Pension Plan shall, on retirement, be paid one week's pay at the employee's current rate of pay for each year

of continuous employment in respect of which they have 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.

45.03 Resignation

- (a) an employee who resigns and who, at the time of resignation has ten (10) years of continuous employment, shall be paid one week's pay at their current rate of pay for each completed year of continuous employment in respect of which they have not previously been paid severance pay. For greater clarity, severance pay will be calculated on a prorated basis for an incomplete year of service in the last year.
- (b) an employee who resigns after six (6) or more years of continuous employment, and who does not qualify for severance pay under Article 46.02 or 46.03 shall be paid one-half of one week's pay at their current rate of pay for each year of continuous employment in respect of which they have 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.

45.04 Termination for Other Reasons

An employee whose services are terminated involuntarily for any reason other than discipline, shall be paid one week's pay at the employee's current rate of pay for each year of continuous employment in respect of which they have 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.

45.05 Death

If an employee dies after one or more years of continuous employment, there shall be paid to their estate an amount determined in accordance with clause 46.02 despite the fact that the conditions specified in clause 46.02 may not have been fulfilled, and regardless of any other benefit payable.

ARTICLE 46: MODIFICATION, TERM, RENEWAL OF AGREEMENT

- 46.01 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 to the other party notice in writing that it desires its termination or amendment.
- 46.02 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. The timeline to meet may be extended by mutual agreement of the parties.
- 46.03 This Agreement may be amended by mutual consent of the parties.
- 46.04 This Agreement shall be binding and remain in effect from May 1st 2021 to April 30, 2024.

CLASSIFICATION AND STATEMENT OF DUTIES

ARTICLE 47: CLASSIFICATION

- 47.01 The classification system applicable to the Union of Safety and Justice Employees, shall be the Public Service Alliance of Canada/Alliance Family Job Evaluation System.
- 47.02 The parties agree that all positions will be classified using the nine (9) following factors:
- Knowledge
 - Interpersonal Skills
 - Concentration
 - Physical and Visual Demands
 - Complexity
 - Impact of the Position
 - Responsibility for Information
 - Development and Leadership of Others
 - Environmental Working Conditions
- 47.03 Subject to Article 43.01, the employer agrees that no reclassification resulting in a decrease will take place during the term of this Agreement.

ARTICLE 48: STATEMENT OF DUTIES

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

48.02 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.

48.03 **Employee Performance Review**

The employer shall endeavour to complete, at least once annually, a performance appraisal for all members within the bargaining unit.

When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on their assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.

48.04 The employer's representative(s) who assess(es) an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.

48.05 An employee has the right to make written comments to be attached to the performance review form.

WELFARE PLANS AND BENEFITS

ARTICLE 49: BILINGUALISM BONUS

- 49.01 The employer agrees that a Bilingualism Bonus of \$1,350 per year, calculated on a monthly basis and payment will be included in the normal bi-weekly pay, shall be payable to all eligible employees of the Union of Safety and Justice Employees who are required by the employer to use both official languages. when communicating, either orally or in writing, with the membership and with any person, other than regular employees of the Union of Safety and Justice Employees, with whom the Union of Safety and Justice Employees must establish and maintain communication when such employees are recognized by the Union of Safety and Justice Employees as meeting the language proficiency requirements for their positions.
- (a) Commencing May 1, 2022, the Bilingualism Bonus shall be increased by the same percentage as the negotiated economic increase for salary.
- 49.02 The employer agrees that the Bilingualism Bonus will be paid to its employees as long as it will be paid in the Public Service or for any longer period that may be decided by the employer. In any event, the Bilingualism Bonus will remain in effect for the term of this Agreement.
- 49.03 Notwithstanding clause 49.01 the Bilingualism Bonus shall not be payable to a person employed in a term of less than six (6) months.
- 49.04 An eligible employee shall be entitled to receive the Bilingualism Bonus for any month in which the employee has received a minimum of ten (10) days' pay.
- 49.05 An eligible employee is entitled to receive the Bilingualism Bonus during any period of paid leave up to a maximum of sixty (60) consecutive calendar days.
- 49.06 The Bilingualism Bonus shall be considered as part of an employee's salary for the purposes of the following:
- PSAC Pension Plan
 - Canada or Quebec Pension Plan
 - PSAC Disability Insurance Plan
 - Worker's Compensation
 - PSAC Group Life Insurance
 - Employment Insurance

- 49.07 The Bilingualism Bonus will not be considered as part of an employee's salary or used to compute an employee's salary entitlements for the following:
- (a) transfer
 - (b) promotion
 - (c) demotion
 - (d) overtime calculation
 - (e) severance pay
- 49.08 When an employee is notified by the employer that he is no longer eligible to receive the Bilingualism Bonus, the notice of termination to the employee shall be provided two (2) months prior to its effect.

ARTICLE 50: EDUCATION AND TRAINING

- 50.01 An employee who is willing to undertake specified training courses outside the normal hours of work is encouraged to discuss the matter with the employer to determine the subsidization, if any, by the employer for the employee's successful completion of the course.
- 50.02 In certain instances, the USJE may require the employee to give a written undertaking to continue their employment with the USJE 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 their employment.
- 50.03 (a) The Employer recognizes the value of training courses and other educational opportunities for the staff to keep them up to date with technology and/or aspects of their position. The Employer agrees to a maximum of three thousand (\$3,000) during the term of the agreement per employee per year.
- (b) In order to receive these amounts, an employee will be required to submit a proposal which meets with the Employer's approval, and provide proof of successful completion. Such approval shall not be unreasonably withheld.
- 50.04 **Paid Education Leave**
- The Employer agrees to pay into a special fund an amount of six hundred dollars (\$600.00) per year to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be

remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
205 Placer Court
Toronto, ON M2H 3H9

The Employer shall approve unpaid Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

ARTICLE 51: PARKING

- 51.01 An employee who uses their car to travel to or from work, may, provided that space is available, apply to rent parking space either indoors or outdoors at the USJE National Headquarters.
- 51.02 Subject to clause 52.01, the employer shall pay one hundred percent (100%) of the parking cost.
- 51.03 The employer will pay to employees who do not use parking facilities but who utilize the transit system, one hundred percent (100%) of the cost of a transit pass.

ARTICLE 52: RECREATIONAL ACTIVITY ALLOWANCE

- 52.01 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 \$1,000 per year payable on the last pay in December.
- 52.02 The recreational activity allowance will be pro-rated at 1/12th of the actual amount of each complete month of work under this collective agreement.
- 52.03 Term employees will be required to submit a claim for the reimbursement on or after January 1st in any year. If the term employee ceases to be an employee prior to January 1st, the term employee may claim 1/12th of the allowance for each complete month or work upon termination.

ARTICLE 53: RELOCATION

53.01 Unless otherwise specified in this agreement, the provisions of the USJE Relocation Directive shall apply to all employee relocations approved by the employer.

ARTICLE 54: RETIREMENT COURSE

54.01 The employer will, once in an employee's career with USJE, reimburse an amount not to exceed the fee charged by the Retirement Planning Institute upon the provision of a receipt from an established agency or contractor that provides advice and guidance in the format commonly known as a "Pre-retirement Course".

54.02 At the request of an employee, three (3) days leave with pay shall be granted once in an employee's career to attend a privately sponsored retirement seminar.

ARTICLE 55: RETIREE BENEFITS

55.01 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 January 1st, 2008, and retiring prior to age 65 may elect to continue coverage in the extended health plan and will pay the total of 100%) of the premiums which is equal to the rate that the employer pays on behalf of employees for the extended health benefit plus the amount paid by the employees identified in 56.6. In addition, these employees may elect to continue coverage in the life insurance plan and will pay 100% of the premiums.

55.02 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 January 1st, 2008, and at or after age 55, is entitled to receive an annual retirement allowance of \$2,500 for a maximum of 10 years or up to 65, whichever comes first. 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 the premiums of PSAC extended health benefit plan 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 months shall revert and be deposited into a Health Care Account Trust Fund to be used to fund health care expenditures for this bargaining unit.

- 55.03 The employee described in 55.01 may elect to participate in the PSAC extended health benefit and/or life insurance plan. This election must be made within 30 days of retirement date.
- 55.04 The employer agrees to allow those persons who retire prior to the age of fifty-five, and who elect not to immediately opt in to the PSAC Benefit Plan, the right to elect, at age fifty-five (55), to join the PSAC Benefit Plan, as a retiree. This election must be provided to the employer in writing within 30 days of the date the person turns fifty-five (55).
- 55.05 Employees will pay an amount that will be applied to the cost of retiree benefits and this amount will be paid through payroll deductions.
- 55.06 Effective January 1st, 2008, employee payroll deductions shall be equal to 0.4% of the employee's base salary (or salary at retirement).

ARTICLE 56: WELFARE PLANS AND BENEFITS

- 56.01 The employer will pay one hundred percent (100%) of the premium for the following benefit plans:
- (a) the employer will pay one hundred percent (100%) of the premium for the Vision Care Plan as provided for by PSAC.
 - (b) the employer will pay one hundred percent (100%) of Medical and Hospital Insurance Plan (OHIP) for employees residing in the Province of Ontario.
 - (c) the employer will pay one hundred percent (100%) of the premiums for the Extended Health Care Plan.
 - (d) the employer will pay 100% of the additional cost for employees to be covered by the new drug plan.
 - (e) the employer will pay one hundred percent (100%) of the additional cost for employees to be covered by improved Dental Plan, as provided for by PSAC.
 - (f) the employer will pay one hundred percent (100%) of the Income Protection "Disability Insurance" (LTD) as provided for by PSAC.
 - (g) Ontario Health Premium Tax**

Example:

| Annual | Pension | Dues | Tax. Inc. | Annual Tax | Monthly Tax |
|----------|------------|----------|-------------|------------|-------------|
| \$53,885 | \$3,233.10 | \$549.43 | \$50,102.47 | \$600.00 | \$50.00 |

Effective June 1st 2006, each employee, including employees residing in Quebec, will be reimbursed on a monthly basis an amount equivalent to the Ontario Health Premium Tax.

The amount payable will be calculated on the employee's annual taxable income which will be determined as follows: annual salary, less pension contributions, less union dues.

It is understood that if a legislative amendment is introduced by the Minister of Finance confirming the government's intent that this is a tax and not a premium, reimbursement will stop on the first of the month following the date of adoption.

- 56.02 The employer will pay one hundred per cent (100%) of a life insurance plan equal to two (2) times the employee's annual salary to the higher thousand.
- 56.03 The terms and conditions of the PSAC Pension Plan shall apply to the employees.
- 56.04 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.
- 56.05 The Union shall be consulted on any proposed amendments or changes with respect to welfare plans and benefits.
- 56.06 For the purpose of this Article, excepting clause 56.03 (Pension Plan) for each calendar month for which an employee receives 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.
- 56.07 The employer agrees to provide a briefcase to employees requiring one in the performance of their duties.
- 56.08 The employer agrees to reimburse an employee who is required to travel frequently for the purchase of luggage. This allowance would be provided on a three (3) year rolling

entitlement from the date of the previous purchase(s), and the amount will be equal to that which RVP's are entitled under the National Executive Resolution of Record.

56.09 An employee who receives less than ten (10) days' pay in a calendar month, shall pay the full premium (100%) for the benefit plans specified in this Article, excepting clause 56.03 (Pension Plan).

56.10 Subject to the conditions in effect at the date of signing of this agreement, and subject to clause 56.06, all employees in the bargaining unit are entitled to the benefit plans specified in this Article from the date they become eligible except that clause 56.03 (Pension Plan) shall apply to term employees after completion of six (6) months of continuous employment.

ARTICLE 57: DOMESTIC VIOLENCE LEAVE

57.01

When adequate verification is provided by a recognized professional, employees of USJE with a minimum of 13 weeks' employment shall be entitled to fifteen (15) days Paid Domestic Violence Leave and five (5) days Unpaid Domestic Violence Leave annually for the following purposes:

- To seek medical attention for the employee or their child because of a physical or psychological injury or disability caused by the domestic or sexual violence
- To access services from a victim services organization for the employee or their child
- To have psychological or other professional counselling for the employee or their child
- To move temporarily or permanently
- To see legal or law enforcement assistance, including making a police report or getting ready for or participating in a family court, civil or criminal trial related to or resulting from the domestic or sexual violence.

Employees will also be entitled to additional Leave Without Pay for up to 15 weeks annually for the purposes set out above.

Unused leave available under this article cannot be carried over to the next calendar year.

Definition of Domestic Violence

Domestic Violence is any form of violence between persons residing in, or who previously resided in, the same household, or who are or were intimate partners. The violence can be

physical, sexual, emotional, or psychological abuse, including financial control, stalking, harassment, bullying, or any other behaviour that devalues or humiliates. It can occur between mixed- or same-sex partners (who may or may not be married, common-law, or living together), or family members, and may continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

ARTICLE 58: TELEWORK

58.01

- (a) Employees may request to telework. Approval by the Employer is subject to operational requirements and will not be unreasonably denied.
- (b) Nothing in this provision restricts an employee's right to request telework on a temporary or as-needed basis. Such requests shall not be unreasonably be denied.
- (c)
 - i) Request for an ongoing arrangement of telework must be made in writing by an employee to their supervisor. The supervisor will reply in writing within 10 days of receiving the request.
 - ii) If authorization to telework is denied, the Employer will provide, in writing, the reason(s) for the denial.
 - iii) The Employee will be responsible to equip their remote office in such a manner that permits them to perform their work to the standard required. The Employee can utilize the Employer-provided laptop/tablet for the remote office.

Employees will ensure that remote offices meet Health & Safety legislation, and will make every effort to minimize hazards and to ensure safe working conditions in the remote office.

Technical support for issues other than those related to the Employer's VPN or the Employer's hardware shall be the sole responsibility of the employee.

- iv) If either party wishes to cancel or alter their telework arrangement they have the right to do so. Employees must make this request in writing to their supervisor. The supervisor will reply in writing within 10 days of receiving the request. The Employer will give notice of required changes or cancellation in writing with at least 30 days' notice.
- (d) All terms and conditions of telework arrangements shall be consistent with the provisions of this Collective Agreements

ARTICLE 59: WOMEN'S ADVOCATE

59.01 The Parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home, or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues.

For this reason, the Parties agree to recognize the role of Women's Advocate in the workplace. The Women's Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate will meet with female members as required, discuss problems with them, and refer them to the appropriate agency when necessary.

The Employer and the Union will develop appropriate communications to inform female employees about the advocacy role of the Women's Advocate, providing contact numbers to reach the Women's Advocate. The Employer will also assign a management support person to assist the Advocate in her role.

The Women's Advocate will participate in an initial 40-hour basic training program and an annual three (3) day update training program delivered by the Unifor National Women's Department.

The Employer agrees to provide leave for the Women's Advocate to attend training. The Union will be responsible to pay for lost time, including travel time, registration costs, lodging, transportation, meals, and other reasonable expenses where necessary.

ARTICLE 60: RACIAL JUSTICE ADVOCATE

60.01 In recognition of societal racism, the Employer agrees to recognize a Racial Justice Advocate within the facility (233 Gilmour). This Racial Justice Advocate will be an individual who identifies as a member of the Black, Indigenous, or racialized community. The Local Union President will be responsible for the selection of the workplace Racial Justice Advocate.

A Racial Justice Advocate is a workplace representative who will assist and provide support for Black, Indigenous, and racialized people, and concerns such as racial discrimination and racial violence. The role of the Racial Justice Advocate in the workplace will include to:

- Listen
- Provide support to Black, Indigenous, and racialized members
- Assist with racial justice initiatives

- Promote access to community culturally-appropriate services
- Work with facility leadership to develop, implement, and monitor an Anti-Racism Action Plan
- Network with coalition partners

Should the Racial Justice Advocate require time off the job in order to fulfill their duties, the Union will review the request and, if in agreement, will submit a leave of absence request prior to the requested leave for approval by the Employer. Such approval shall not be unreasonably withheld.

ARTICLE 61: INCOME-AVERAGING LEAVE

61.01 The Employer may grant leave without pay for a single period of between 5 weeks and 4 months to indeterminate employees within the bargaining unit with a specific 12-month period. Approval or such arrangement is subject to operational requirements and will be approved on an equitable basis within the organization. This 12-month period shall be a consecutive period of time and does not need to be a calendar year. The terms and conditions governing this leave shall be as follows:

- (a) pay for participating employees would be reduced and averaged out over the year to reflect the reduced time at work;
- (b) pension and benefit coverages, as well as premiums or contributions, will continue at pre-arrangement levels;
- (c) pension and benefit coverages during the leave without pay period will continue at the pre-arrangement rates and the employee is responsible for their share of pension and benefit contributions. No vacation or sick leave credits will be earned during the period of leave without pay;
- (d) changes to an approved leave arrangement may be made only in rare and unforeseen circumstances, and with 30 days’ prior notice to the employee;
- (e) employee-requested changes to leave arrangements must occur and take place with the originally approved 12-month income averaging arrangement and cannot modify the original terms of the agreement beyond the dates of leave (duration must remain the same);
- (f) changes to the leave arrangements by the employee must be provided in writing, with at least 30 days notice prior to the commencement of the income averaging;
- (g) this period of leave without pay will not be extended by any other periods of leave with or without pay;
- (h) employees are eligible to apply for an income averaging leave arrangement once every 3 years;

- (i) application for Leave with Income Averaging Arrangement is contained in Appendix "D".

ARTICLE 62: MENTAL HEALTH


62.01 The Parties agree that a psychologically healthy work environment is a desirable objective for both the Employer and its employees.

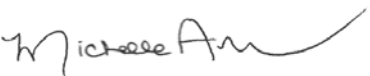
The Parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from a mental illness and creating a safe and comfortable workplace environment for everyone.

Understanding the above, the Parties agree to work together during the life of the agreement in the hopes of engaging managers and employees on mental health issues and their effects on the workplace.


Signed at Ottawa this Friday of July 22nd 2022.


UNIFOR





THE UNION OF THE
SAFETY AND JUSTICE EMPLOYEES





APPENDIX "A": RATES OF PAY

| | | |
|---|-------------------------|-------|
| X | Effective May 1st, 2020 | |
| A | Effective May 1st, 2021 | 2.50% |
| B | Effective May 1st, 2022 | 2.00% |
| C | Effective May 1st, 2023 | 2.00% |

LEVEL 1

| | | | | | |
|---|--------|--------|--------|--------|--------|
| X | 36,245 | 37,332 | 38,454 | 39,607 | 40,796 |
| A | 37,151 | 38,266 | 39,415 | 40,597 | 41,816 |
| B | 37,894 | 39,031 | 40,204 | 41,409 | 42,652 |
| C | 38,652 | 39,811 | 41,008 | 42,238 | 43,505 |

LEVEL 2

| | | | | | |
|---|--------|--------|--------|--------|--------|
| X | 41,075 | 42,308 | 43,576 | 44,884 | 46,230 |
| A | 42,101 | 43,365 | 44,666 | 46,006 | 47,386 |
| B | 42,943 | 44,233 | 45,559 | 46,926 | 48,333 |
| C | 43,802 | 45,117 | 46,470 | 47,865 | 49,300 |

LEVEL 3

| | | | | | |
|---|--------|--------|--------|--------|--------|
| X | 45,902 | 47,280 | 48,696 | 50,157 | 51,663 |
| A | 47,049 | 48,462 | 49,914 | 51,411 | 52,955 |
| B | 47,990 | 49,431 | 50,912 | 52,439 | 54,014 |
| C | 48,950 | 50,420 | 51,930 | 53,488 | 55,094 |

LEVEL 4

| | | | | | |
|---|--------|--------|--------|--------|--------|
| X | 50,733 | 52,255 | 53,823 | 55,437 | 57,009 |
| A | 52,001 | 53,561 | 55,168 | 56,823 | 58,434 |
| B | 53,041 | 54,633 | 56,272 | 57,959 | 59,603 |
| C | 54,102 | 55,725 | 57,397 | 59,118 | 60,795 |

LEVEL 5

| | | | | | |
|---|--------|--------|--------|--------|--------|
| X | 57,492 | 59,218 | 60,994 | 62,823 | 64,712 |
| A | 58,929 | 60,699 | 62,519 | 64,394 | 66,330 |
| B | 60,107 | 61,913 | 63,769 | 65,682 | 67,656 |
| C | 61,310 | 63,151 | 65,045 | 66,995 | 69,010 |

LEVEL 6

| | | | | | |
|---|--------|--------|--------|--------|--------|
| X | 64,255 | 66,183 | 68,169 | 70,215 | 72,320 |
| A | 65,861 | 67,838 | 69,873 | 71,970 | 74,128 |
| B | 67,179 | 69,195 | 71,271 | 73,410 | 75,611 |
| C | 68,522 | 70,579 | 72,696 | 74,878 | 77,123 |

LEVEL 7

| | | | | | |
|---|--------|--------|--------|--------|--------|
| X | 71,016 | 73,144 | 75,338 | 77,599 | 79,930 |
| A | 72,792 | 74,973 | 77,222 | 79,539 | 81,928 |
| B | 74,247 | 76,472 | 78,766 | 81,130 | 83,567 |
| C | 75,732 | 78,002 | 80,341 | 82,753 | 85,238 |

LEVEL 8

| | | | | | |
|---|--------|--------|--------|--------|--------|
| X | 77,776 | 80,108 | 82,513 | 84,988 | 87,539 |
| A | 79,721 | 82,111 | 84,576 | 87,112 | 89,727 |
| B | 81,315 | 83,753 | 86,267 | 88,855 | 91,522 |
| C | 82,941 | 85,428 | 87,993 | 90,632 | 93,352 |

LEVEL 9

| | | | | | |
|---|--------|--------|--------|--------|---------|
| X | 84,537 | 87,073 | 89,685 | 92,375 | 95,148 |
| A | 86,651 | 89,249 | 91,928 | 94,684 | 97,527 |
| B | 88,384 | 91,034 | 93,766 | 96,578 | 99,477 |
| C | 90,152 | 92,855 | 95,642 | 98,510 | 101,467 |

LEVEL 10

| | | | | | |
|---|--------|---------|---------|---------|---------|
| X | 91,296 | 94,037 | 96,858 | 99,762 | 102,754 |
| A | 93,579 | 96,388 | 99,279 | 102,257 | 105,323 |
| B | 95,450 | 98,315 | 101,265 | 104,302 | 107,429 |
| C | 97,359 | 100,282 | 103,290 | 106,388 | 109,578 |
| | | | | | |
| | | | | | |

LEVEL 11

| | | | | | |
|---|---------|---------|---------|---------|---------|
| X | 99,988 | 102,990 | 106,079 | 109,261 | 112,536 |
| A | 102,488 | 105,564 | 108,731 | 111,992 | 115,349 |
| B | 104,538 | 107,676 | 110,905 | 114,232 | 117,656 |
| C | 106,628 | 109,829 | 113,124 | 116,517 | 120,010 |

LEVEL 12

| | | | | | |
|---|---------|---------|---------|---------|---------|
| X | 108,682 | 111,942 | 115,301 | 118,760 | 122,320 |
| A | 111,399 | 114,740 | 118,183 | 121,729 | 125,378 |
| B | 113,627 | 117,035 | 120,547 | 124,164 | 127,886 |
| C | 115,900 | 119,376 | 122,958 | 126,647 | 130,443 |

APPENDIX A-1 - LEVEL STRUCTURE FOR THE NEW CLASSIFICATION PLAN

| LEVEL | POINT-RATING |
|-------|-----------------|
| 1 | Up to 300 |
| 2 | 301 to 350 (50) |
| 3 | 351 to 400 (50) |
| 4 | 401 to 450 (50) |
| 5 | 451 to 520 (70) |
| 6 | 521 to 590 (70) |
| 7 | 591 to 660 (70) |
| 8 | 661 to 730 (70) |

| | |
|----|------------------|
| 9 | 731 to 800 (70) |
| 10 | 801 to 870 (70) |
| 11 | 871 to 960 (90) |
| 12 | 961 to 1050 (90) |

APPENDIX A-2 - CONVERSION RULES

A-2.1 Pay administration for incumbents of positions which have been reclassified to a level having a Higher Maximum Rate of Pay.

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 them in their substantive position on the day immediately prior to the effective date of the reclassification of the position.

Increments

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 the Collective Agreement.

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 that was in effect prior to the reclassification of the position and the increment shall be as specified in the Collective Agreement.

A-2.2 Pay administration for incumbents of positions which have been reclassified to a level having a Lower Maximum Rate of Pay.

Where a position is reclassified to a level having a lower maximum rate of pay, the employee will be granted the status of “Present Incumbent Only” as long as the employee remains in that position. Such employee shall continue to be paid in accordance with the former scale of rates applicable to their position prior to the effective date of the reclassification of such position and shall be entitled to economic increases as negotiated by the Union for other employees at the same salary level.

Increments

An employee to whom Article A-2.2 applies, who was not being paid at the maximum rate in the former scale of rates, is entitled to receive increments thereafter; on the same increment date that was in effect prior to the reclassification of their position until they reach the maximum rate of the former scale of rates and the increment period shall be as specified in this Collective Agreement.

A-2.3 Probation following the reclassification of a position

When an employee has completed the initial probation period for the position held by them, the employee shall not be placed on probation following the reclassification of their position.

or

When an employee has not completed the initial probationary period for the position held by them, the employer shall continue the initial probationary period as specified in the Collective Agreement from the date of appointment to such position.

Reimbursement of all retroactive pay, benefits, allowances, and adjustments shall be made by the employer within forty-five (45) days of the date of signing of this Collective Agreement.

The employer shall take the necessary step to meet its responsibilities under the Ontario Pay Equity Act.

APPENDIX A-3 - PAY EQUITY

The parties agree that for the purpose of Pay Equity adjustment for all employees, 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; and**
- 4. Adjust severance pay.**

APPENDIX B - DEFERRED PAYMENT PLAN REGULATIONS

A. GENERAL

1. Purpose

The Deferred Payment Plan has been conceived to enable employees the opportunity of taking a minimum of three months' leave funded through the deferral of salary over a period not exceeding six years.

2. Application

An employee must make written application to the employer, through the employee's Supervisor, at least two months prior to the commencement of the leave funding period. Such approval will not be unreasonably withheld. The employee shall be advised within ten days of receipt of the application for such leave of the acceptance or denial of such leave. The employer may restrict, in any period, the number of participants in the Plan, due to operational requirements.

3. Agreement

The employee and employer will enter into a written agreement which will detail the funding period, the amount of deferred salary and the period of leave.

B. PAYMENT FORMULA AND LEAVE OF ABSENCE

1. The leave period shall be not less than:
 - a) three consecutive months if the employee enrolls in full time attendance at an education institution, otherwise
 - b) six consecutive months.
2. The leave period may be funded over a maximum period of six years.
3. The amount of annual deferred salary shall not exceed 33 1/3% of annual salary.
4. All deferred salary shall be forwarded to the bank of the USJE. These funds shall be deposited in a special account and the interest earned on these funds during the funding period shall be paid to employees during the funding period on their regular pay cheques.
5. The leave period must be taken immediately after the deferral period.
6. The amount of deferred salary shall be paid in equal bi-weekly payments during the leave period to employees. The leave period must terminate by the end of the first taxation year that commences after the deferral period. Therefore, the leave period cannot exceed 23 months.
7. During the leave period, all interest earned on the deferred salary shall also be included in the bi-weekly payments made to the employees.
8. Statutory Deductions are in accordance with the Income Tax Act.
 - a) During the funding period
 - i) tax withholdings on the net salary after the deferred portion;

- ii) EI Premiums of the full, regular salary;
- iii) CPP Premiums on the net salary after the deferred portion.

b) During the leave period

- i) tax withholdings on the deferred portion only;
- ii) EI Premiums – Nil;
- iii) CPP Premiums on the deferred portion only.

9. The employees must return to work for the employer immediately after the leave period for a period at least equal to the leave period.

C. BENEFITS

1. During the funding period, all benefits tied to salary shall be structured according to the full salary (excluding the deferred portion).
2. An employee's benefits will be maintained during the period of leave; however, the employee will be responsible for the employee and employer portions. These benefits will also be based on the full salary.
3. The period of leave shall not be counted for continuous service and no leave shall accrue during this period.
4. If the employee so chooses the period of leave may be counted as pensionable service. If so, the employee shall be responsible for both the employee and employer portions of the premiums for the PSAC Pension Plan during the period of leave.

D. WITHDRAWAL FROM THE PLAN

1. An employee may withdraw from the Plan, at any time, prior to the commencement of the leave.
2. Within 60 days of the withdrawal from the plan, the employee shall be paid the full amount of deferred salary, less any statutory deductions, plus all accrued and previously unpaid interest.

3. Should an employee die while participating in the plan, any monies accumulated, plus accrued and unpaid interest, shall be paid to the employee's estate.

E. OTHER

The employer agrees to assist employees interested in the tailoring of a specific plan for their needs.

F. INCOME TAX ACT (ITA)

Should there be any subsequent changes made to the ITA which affect this plan, then the Union and the employer agree to consult to ensure the plan remains in compliance with the Act.

G. WRITTEN AGREEMENT

Deferred Salary Plan Agreement

I have read and agree to the terms and conditions of the Deferred Payment Plan contained in my Collective Agreement. The following specific conditions shall also apply:

1. The period of funding of my leave shall commence on the first payroll of month/year and end on the final payroll of month/year.
2. I agree that for the period of my Plan, I shall take all overtime earned as paid time off in the year it is earned instead of cash. I understand that I may request to have portions of my overtime cashed out and that this request shall not be unreasonably denied.
3. I agree to defer ____% of (from) my salary over this period.
4. I agree to begin my leave on _____ and return to work on _____
5. I agree to be paid the amount deferred in equal, bi-weekly sums over the above-mentioned period including any accumulated interest.

6. I agree to be paid interest on the deferred portion of my salary during the funding period.

Date

Employee

Date

Employer

APPENDIX C – MEMORANDUM OF SETTLEMENT ON RETIREE BENEFITS

SUSTAINABILITY

The parties agree to meet following completion of negotiations to discuss the sustainability of the current arrangements governing retiree benefits.

DECLARATION OF TRUST

The Employer agrees that following the completion of negotiations it will prepare a Declaration of Trust covering the current arrangements governing retiree benefits. The document will be provided for the Union’s review, and failing agreement on the document the matter may be arbitrated pursuant to the arbitration provisions of the collective agreement. The arbitrator’s jurisdiction shall be limited to ensuring that the Declaration is in conformity with current arrangements governing retiree benefits.

OUTSTANDING AWARD

Notwithstanding any other agreement herein in relation to retiree benefits the parties agree to meet following the issuance of Arbitrator Manwaring’s award disposing of the Alliance Employees Union's (AEU) grievance on the ownership of certain funds allocated to retiree benefits under the AEU’s collective agreement with the Employer.

Date

Employee

Date

Employer

APPENDIX D – APPLICATION FOR LEAVE WITH INCOME AVERAGING ARRANGEMENT

I have read and agree to the terms and conditions of the Leave with Income Averaging contained in my Collective Agreement. The following specific conditions shall apply:

1. The 12-month period of participating in the leave with income averaging arrangement shall commence on the first payroll of (_____) (month/year) and end on the final payroll of (_____) (month/year).
2. I agree to commence my leave without pay period on _____ (date) and return to work on _____ (date) for a total period of _____ consecutive weeks. I agree that this period of leave without pay will not be extended by any other periods of leave with or without pay.
3. I agree to have my annual salary reduced by the amount of the leave period defined in #2 and to have this reduced amount of pay averaged over the same 12-month period as defined in #1.
4. I agree to fulfill the commitment of the 12-month period. In the event I do not fulfill the full 12 months or do not return to work on the date specified in #2, I agree that the salary received during the period may have been over- or under-paid and the necessary salary adjustments will be made.
5. I agree to submit this application for approval at least 90 days in advance of the period defined in #1.

Date

Employee

Date

Employer

LETTER OF INTENT 1

Between the Union of Safety and Justice Employee And Unifor local 2025

The parties agree to work collaboratively on the following issues:

1. Review and update the USJE Workplace Violence and Harassment Policy and the USJE Workplace Health and Safety Policy. The Employer will provide the Union with the opportunity to comment and suggest changes to the new Policies prior to their implementation.
2. Re-invigorating workplace committees to discuss issues of joint interest.

LETTER OF INTENT 2

**Between the
Union of Safety and Justice Employee
And
UNIFOR Local 2025**

Re: Excess Vacation Banks

The Parties acknowledge the importance of taking vacation time for Employee health and welfare.

The Parties further acknowledge that some USJE Employees have accumulated significant banks of excess Vacation Leave, beyond what is contemplated in Article 38.

As the Employer is now going to invoke strict interpretation of Article 38 going forward, the Parties agree to hold meetings with all Employees whose vacation leave banks are in excess of the permitted carry-over, with the aim to reduce the excess and encourage the use of vacation time.

By October 1st, 2021, the Employer will identify all employees whose leave banks accumulations are in excess of the one-year carry-over, and will arrange meetings with those Employees. The Union will ensure a representative is present for all of those meetings to assist in furthering the aims set out herein.

In the event that the Employee, the Union and the Employer cannot mutually agree on a manner in which to reduce the excess vacation leave bank, the provisions of Article 38 will govern.