

This Letter of Understanding made this 8th day of February, 2012

Between:

The Canadian Union of Public Employees
Local 3324
("CUPE" or the "Union")

and

Island EMS Inc.
(the "Employer")

Whereas: The Employer has implemented the *In Connection* policy/program on December 1st, 2011;

And Whereas: The Union has expressed concerns with the *In Connection* policy/program including, but not limited to, the fact that the Employer has indicated that the policy/program is mandatory and does not allow members to opt out of the policy/program if they so choose;

The parties agree as follows:

1. That the Union is agreeable to permitting the Employer to implement the *In Connection* policy/program, without filing a grievance at this time, with the understanding that the policy/program is not intended by the Employer now, or in the future, to be used in any punitive way against any member of the Union;
2. The Union reserves the right to take action against the *In Connection* policy/program including, but not limited to, filing a grievance(s) if the *In Connection* policy/program, and/or its application by the Employer, violate the understanding expressed in paragraph #1 above;
3. The Union also reserves the right to take action against the *In Connection* policy/program including, but not limited to, filing a grievance(s) in the event that the Employer's application of the *In Connection* policy/program is deemed by the Union to violate the collective agreement or any other legislative right or its member(s);
4. The Union further reserves the right to take action against the *In Connection* policy/program including, but not limited to, filing a grievance(s) in the event that the Employer changes the *In Connection* policy/program and the change(s) is/are deemed by the Union to violate the collective agreement or any other legislative right or its member(s);

5. The parties agree that should a grievance be filed by the Union against the *In Connection* policy/program such grievance shall be permitted to bypass the complaint stage indicated in Article 9.02 and proceed under Article 9.03 of the collective agreement.
6. It is understood by both parties that any grievance resulting from the understanding contained in this Letter of Understanding will be a policy grievance.



CUPE, Local 3324



Island EMS Inc.