

SOURCE	-		
EFF.	1987	1988	1989
TERM.	1987	1988	1989
No. OF EMPLOYEES	1000		
NOM. RE EMPLOYÉS	1000		

AGREEMENT BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

AND

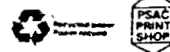
THE ALLIANCE EMPLOYEES' UNION

EXPIRY DATE:

UNIT I - APRIL 30, 1998

UNIT II - APRIL 30, 1998

UNIT X - APRIL 30, 1998



ENTERED

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ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Alliance, 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 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 will be efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Public Service Alliance in which members of the bargaining unit are employed.

ARTICLE 2

DEFINITIONS

- 2.01 For the purpose of this Agreement:
- a) "bargaining Units" means the employees of the Employer in the groups described in Article 5 (Recognition).
 - b) "casual employee" means a person who is employed by the Alliance to carry out short term jobs, either on a full-time or part-time basis, but who ceases to be employed by the Alliance when the specific job for which the casual employee ~~was~~ hired has been completed.
 - c) 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 his/her spouse, and continues to

live ~~with~~ that person **as** if that person were his/her spouse regardless of sex.

- d) "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 on the day immediately prior to the day on which leave is taken.
- e) "continuous employment" means an unbroken period of employment ~~with~~ the Alliance and its Components and its predecessor organizations and for greater **certainty** employment should not be considered to be broken by authorized periods of leave, with or without pay, except as specified in clauses 17.10, 17.13 and 17.14 or by any period of less than three (3) months between two separate periods of employment with the Alliance, its Components or its predecessor organizations. (This definition in no way implies any entitlement to pay or other compensation from the Alliance during the hiatus between two separate periods of employment).
- f) "daily rate of pay" means **an** employee's weekly rate of pay divided by five (5).
- g) "day of rest" means Saturday and/or Sunday.
- h) "employee" means a person who is a member of the bargaining units.
- i) "Employer" means the Public Service Alliance of Canada as represented by the Alliance Executive Committee and includes any person authorized to exercise the authority of the Alliance Executive Committee.
- j) "holiday" means a day designated **as** a paid holiday in this agreement.
- k) "hourly rate of pay" means an employee's weekly rate of pay divided by thirty-five (35).

- l) "leave" means authorized absence from duty by **an** employee during the employee's scheduled regular hours of work.
- m) "membership dues" means the dues established by the Alliance Employees' Union **as** the dues payable by its members as a consequence of their membership in the Union and shall not include any initiation fee, insurance premium or special levy.
- n) "Part-time employee" means a person employed by the Alliance who is required to work less **than** 35 hours per week and works at least 17.5 hours per week.
- o) "promotion" means an appointment to a position where the maximum rate of pay exceeds the **maximum** rate of pay applicable to the position held by the employee immediately prior to the appointment by an amount equal to at least the lowest **annual** increment applicable to the position to which the employee is appointed.
- p) "term employee" means **a** person who is employed by the Alliance 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 Alliance when the specified period of time is terminated unless the specified period of time is extended by another specified period of time or terminated prior to the specified period.
- q) "transfer" means **an** appointment to a position which does not constitute a promotion.
- r) "Union" means the Alliance Employees' Union.
- s) "weekly rate of pay" means an employee's **annual** rate of pay divided by 52.17.
- t) "seniority" means the length of employment with the Employer. Unless otherwise specified in this Collective Agreement, seniority shall accrue during all periods of leave with pay and during all periods of leave without pay of three (3) months or less.

ARTICLE 3

APPLICATION

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

ARTICLE 4

MANAGEMENT RIGHTS

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

ARTICLE 5

RECOGNITION

- 5.01**
- a) The Employer recognizes the Alliance Employees' Union **as** the exclusive bargaining agent for **all** of its employees **as** certified by the Ontario Labour Relations Board (dated September 18, 1979) employed **as** office support staff in Ottawa, save **and** except those employees employed in a confidential capacity; employees employed **as** office support staff in the National Capital Region Office. For greater certainty the agreed to list of excluded positions is attached hereto as a Memorandum of Agreement (Unit II).
 - b) The Employer recognizes the Alliance Employees' Union as the exclusive bargaining agent for **all** of its employees as certified by the

Ontario Labour Relations Board (dated May 8, 1978) employed in an administrative capacity in Ottawa, save and except elected and appointed officers of the Public Service Alliance of Canada, those employees employed in a managerial or confidential capacity, employees of the Public Service Alliance of Canada covered under subsisting collective agreement ~~with~~ the Canadian Union of Labour Employees, **and** the Alliance Employees' Union, Unit #2. The Employer recognizes the following types of field positions as **part** of this same bargaining Unit: G&A/Negotiator; Regional Education Officer: G&A Officer. For greater certainty, the agreed list of excluded positions is attached hereto **as** a Memorandum of Agreement #5.

- c) The Employer recognizes the Alliance Employees' Union as the exclusive bargaining agent for **all** of its employees as certified by the Ontario Labour Relations Board (dated July 25, **1984**) employed in the city of Ottawa, in the Mail Distribution Centre, Print Shop, and Purchasing and Stores section, (save and except those employees employed in a confidential capacity.) (Unit X)

ARTICLE 6

APPOINTMENT OF REPRESENTATIVES

- 6.01** The Employer acknowledges the right of the Union to appoint employees as Representatives of the Union.
- 6.02** The Union agrees to limit the appointment of Representatives to a reasonable number.
- 6.03** The Union shall notify the Employer, in writing, of the names of the Representatives.
- 6.04** The representative shall obtain, whenever possible, the permission of his/her immediate supervisor before leaving his/her work to investigate with fellow employees, complaints of **an** urgent nature, to meet ~~with~~ management for the purpose of dealing with grievances, to attend consultation meetings and to

attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his/her immediate supervisor before resuming his/her normal duties.

- 6.05**
- a) The Employer agrees to recognize a Committee of two (2) employees per Bargaining Unit, selected by the Union as the Union's Bargaining Committee. Said employees shall be granted leave with pay to attend any meetings with the Employer in connection with negotiations, including time to travel to and from said meetings, but not including Conciliation or Mediation meetings.
 - b) In the event that either party wishes to convene a meeting for the purpose of negotiations, said meeting shall be held at a time and place mutually agreed upon by both parties.

6.06 A representative shall be granted time off with pay during the grievance process including arbitration in order to represent any member of an AEU bargaining Unit employed by the Alliance or PSAC Holdings.

ARTICLE 7

UNION SECURITY

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

ARTICLE 8

RETENTION OF RIGHTS AND PRIVILEGES

- 8.01 The Employer shall consult meaningfully with representatives of the Union at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.
- 8.02 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.
- 8.03 Should the Union change its name, affiliate or merge with any other Union, or group of unions, the resulting entity shall retain all the privileges and rights of the former Union and the existing Collective Agreement shall remain in force for the term of the Collective Agreement.
- 8.04 All benefits which employees now enjoy or receive shall continue to the extent that they are more beneficial than and not inconsistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 9

INFORMATION TO THE UNION

- 9.01 The Employer will forward to the Secretary of the Union at least once a month, the name, social insurance number (SIN), address and telephone number of all newly-hired employees who will be included in the bargaining unit. The Employer further agrees to inform the Union of the name of any employee in the bargaining unit leaving the employ of the Employer.
- 9.02 **An** up-to-date seniority list shall be sent to the Secretary of the Union and all employees covered by the Collective Agreement once a year at the same time as employees are provided with the information outlined in Clause 10.02 of this Agreement.

- 9.03** The Employer will also provide the Secretary of the Union with a copy of the Staffing Report at least once a month.
- 9.04** The employer shall provide the Secretary of the Union ~~with~~ eight (8) bilingual copies of this collective agreement ~~within~~ two (2) weeks of receipt of this collective agreement from the printer.
- 9.05** Reasonable space on bulletin boards will be made available to the Union for the posting of official union notices in convenient locations as determined by the Employer. Notices or other material shall require the prior approval of the Employer, except notices of meetings of their members and elections, the names of Union representatives, and social and recreational events.

ARTICLE 10

INFORMATION TO EMPLOYEES

- 10.01** There shall be only one (1) employee personnel file to be held in the Executive Secretary's Branch. Upon request by an employee to the Executive Secretary, the Employer shall allow the employee to view his/her personnel file and provide him/her with a copy of any document on the file requested by the employee,
- 10.02** The Employer will provide annually each employee ~~with~~ a statement of the employee's leave credits and contribution to PSAC Pension Plan.
- 10.03** The Employer shall provide each employee in the bargaining unit with a signed copy of this collective agreement ~~within~~ two weeks of receipt of this collective agreement from the printer.

ARTICLE 11

HUMAN RIGHTS

- 11.01** The Employer agrees that it shall continue its policy of no discrimination, interference, restriction or coercion exercised or practiced ~~with~~ respect to any employee by reason of age, race, creed, colour, national or ethnic origin, language, political or religious affiliation, disability, sex, family or marital status, sexual orientation, criminal record, or by reason of his/her membership or activity in the union.

ARTICLE 12

RESTRICTION ON OUTSIDE EMPLOYMENT

- 12.01** An employee shall not be restricted in engaging in other employment or activities outside the hours the employee is required to **work** for the Employer unless the Employer specifically states that, in its opinion, such outside employment or activities involves a conflict of interest.
- 12.02** An employee shall not engage in outside employment or activities if the hours or responsibilities involved are likely to impair the employee's ability to perform her/his Alliance duties in an efficient and satisfactory manner.

ARTICLE 13

HOURS OF WORK

- 13.01**
- 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 lunch period) between the hours of 7:00 a.m. and 6:00 p.m.
 - b) Subject to operational requirements **as** determined from time to time by the Employer, an employee shall have the right to select and request

flexible or staggered hours between 7:00 a.m. and 6:00 p.m. and such request shall not be unreasonably withheld.

- c) i) Notwithstanding the provisions of this Article, employees with the approval of the Employer, 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 per week. In every such period employees shall be granted days of rest on days not scheduled **as** normal work days for them.
- ii) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or 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.
- iii) **Any** special arrangement may be at the request of either **party** and must be mutually agreed between the Employer and the majority of employees affected and shall apply to **all** employees at the work unit.
- iv) The Employer may require employees to register their attendance in a form or in forms to be determined by the Employer.

Rest Periods

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

Specific to Unit II (13.03)

13.03 Hours of Work - Console Operators

- 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 lunch period).
- b) A standard shift schedule shall be established in consultation with the Union and in such consultation the Employer shall establish that such hours are required for the efficient operation of the Alliance. When the hours are to be changed so that they are different from those specified in the master shift schedule, the Employer will consult in advance ~~with~~ the Union on the timing of such hours and in such consultation will establish that such hours are required for the efficient operation of the Alliance.
- c) Unless otherwise agreed to by the Union, the Employer shall post a master shift schedule for a **fifty-six** (56) day period, fifteen days in advance of the first shift.
- d) **An** employee who is required to change his/her scheduled shift shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 1/2). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.
- e) If a shift starts before 7:00 a.m. or finishes after 6:00 p.m., the employee shall receive a shift premium of seventy-five (\$0.75) cents per hour for all hours worked on that shift.

13.04

- a) The terms and conditions governing any job sharing arrangements will be as mutually agreed to by the Union and the Employer, and the participants.
- b) Job sharing will only be permitted when requested by existing employees and those employed in job sharing situations will continue to be members of the bargaining unit and covered by the collective agreement.
- c) The terms and conditions of job sharing arrangements agreed to by the parties will form part of the collective agreement and will have regard for:

- (i) Hours of Work.
- (ii) All earned leave.
- (iii) Increment period.
- (iv) Designated paid holidays.
- (v) All benefit plans.
- (vi)
 - a) Employees commitment to the terms of conditions of the shared position;
 - b) Cancellation of the agreement with a one-month written notice to the Executive-Secretary.
- (vii) Scheduling - Provided reasonable advance notice is given and with the approval of the Employer, employees may exchange working days if there is no increase in cost to the Employer. Such approval will not be unreasonably withheld.
- d) All requests for job sharing shall be considered by the Employer. The Union shall be notified of any such requests immediately after they have been made to the Employer.
- e) It is understood that job sharing will not result in any additional costs to the Employer,

ARTICLE 14

OVERTIME

14.01 In this article:

- a) "overtime" means

- i) in the case of an employee in Units II and X and **an** employee in Unit I whose classification level is below level AE9, authorized work performed in excess of an employee's scheduled hours of work;
 - ii) in the case of **an** employee in Unit I whose classification level is level AE9 or higher, authorized 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.

Overtime compensation for employees of Units II and X and an employee of Unit I whose classification level is below level AE9 (14.02 to 14.04)

14.02 Subject to clause 14.04, **an** employee of Units II and X and an employee of Unit I whose classification level is below level AE9, who is required to work overtime on his/her work day is entitled to compensation at the rate time and one-half (1 1/2T) for **all** overtime hours worked.

14.03 Subject to clause 14.04:

- a) employees of Units II and X and an employee of Unit I whose classification level is below level AE9, who is required to work on Saturday is entitled to compensation at time and one-half (1 1/2T) for the first seven (7) hours and double (2T) time thereafter;
- b) employees of Units II and X and **an** employee of Unit I whose classification level is below level AE9, who is required to work overtime **beginning** on Sunday is entitled to compensation at double (2T) time for all continuous hours worked exclusive of meal breaks and regularly scheduled work periods.
- c) when employees of Units II and X and an employee of Unit I whose classification level is below level AE9, is required to report for work and reports on a day of rest, he/she 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.

14.04 **An** employee is entitled to overtime compensation under clause 14.02 and 14.03 for each completed fifteen (15) minute period of overtime worked by the employee:

a) when the overtime work is authorized in advance by the Employer;

and

b) when the employee does not control the duration of the overtime work.

Overtime compensation for an employee in Unit I whose classification level is level AE9 or higher (14.05 to 14.06)

14.05 Subject to clause 14.06, an employee in Unit I whose classification level is level AE9 or higher, who **is** required to work overtime on a day of rest shall be entitled to be compensated three and one-half (3 1/2) hours when the overtime worked does not exceed three and one-half (3 1/2) hours and shall be entitled to be compensated seven (7) hours when the overtime worked is in excess of three and one-half (3 1/2) hours.

14.06 **An** employee in Unit I whose classification level **is** level AE9 or higher, shall be compensated for overtime worked by **him** on a **day** of rest at the following rates:

a) for overtime performed on Saturday - at time and one-half (1 1/2T);

b) for overtime worked on Sunday - at double (2T) time.

14.07 a) Overtime shall be compensated in cash except where, upon request of **an** employee overtime may be compensated in equivalent leave ~~with~~ pay at times convenient to both the employee and the Employer.

- b) Application for compensatory leave shall normally be made at least forty-eight (48) hours in advance of the commencement of such leave. The Employer **may** grant compensatory leave on shorter notice than that herein provided.

14.08

In the event operational requirements preclude an employee taking compensatory leave during the year in which it was earned, compensatory leave credits may be carried over into the succeeding year up to a maximum of 15 days or up to the maximum leave credits earned during the period of September 1 to December 31, whichever is the greater.

Compensatory leave credits in excess of the permissible maximum leave credits being carried over, shall be liquidated by means of an equivalent cash payment and will be based on the employee's regular salary rate as at December 31st.

While compensatory leave will normally be taken in the year in which it is earned and while normally a maximum of 15 days may be carried over into the next year, an employee may request to bank additional compensatory leave for a specific purpose. Such requests must be in made in writing by October 31 and must specify the purpose and duration of the banked compensatory leave. Such requests shall not be unreasonably denied.

Banked compensatory leave may be taken for the purposes of, but not limited to, special holiday travel, education or shorter workweek in pre-retirement period.

Banked compensatory leave must be taken in one block in the following year. In the year of the employee's retirement, the banked compensatory leave may be taken in accordance with a mutually agreed to schedule in shorter blocks of time leading up to retirement date

14.09

If an employee becomes ill or becomes entitled to special leave during any period of compensatory leave, the period of leave so displaced shall be added to his period of leave or reinstated for use at a later date, provided any sick

leave claim is supported by a certificate signed by a qualified medical practitioner.

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

14.11 a) An employee who **is** authorized to work three (3) or more hours following his/her scheduled hours of work, shall be reimbursed his/her expenses for one (1) meal at the amount specified in Appendix "C" of Chapter 370 of the Administrative Policy Manual of Treasury Board Canada except that such expenses shall not be reimbursed if a free meal is provided. Reasonable time to be determined by the Employer shall be allowed an employee in order that he may take a meal break.

b) **An** employee who is authorized to work overtime on a day of rest or on **a** designated paid holiday, and such overtime work includes a meal period, shall be reimbursed expenses for meals at the amount specified in Appendix "C" of Chapter 370 of the Administrative Policy Manual of Treasury Board Canada, except that such expenses shall not be reimbursed if **free** meals are provided. **An** employee shall be reimbursed his/her meal expenses **only** when he returns to work and works at least two (2) hours after a meal break.

Specific to Units II and X (14.12(a))

14.12 (a) The Employer shall reimburse, up to **a** limit of **six** dollars (\$6.00) per hour, an employee who is **a** parent of a young child or children for the cost of substitute care when **an** employee works outside of his/her regular hours of work. **A** receipt will be submitted to the Employer and this reimbursement will not normally be paid to a member of the family residing with the employee.

(b) The Employer will provide family care payments for Unit I, Unit II and Unit X employees where such payments are required to help overcome barriers in work situations which go beyond the regular routine such as campaigns requiring substantial evening work. Payments required in accordance with this provision shall not be stacked onto payments that may be paid in accordance with 14.12 (a).

Specific to Units II and X (14.13)

14.13 ASSIGNMENT OF OVERTIME

- a) The Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime on an equitable basis among readily available qualified employees.
- b) Except in cases of emergency, call-back, or by mutual agreement with ~~an~~ employee, the Employer shall, whenever possible, give at least four (4) hours' advance notice of any overtime requirement.

ARTICLE 15

VACATION LEAVE

15.01 For each calendar month in which an employee earns at least ten (10) days' pay, he/she shall earn vacation leave credits at the rate of

- a) one and one quarter (1 1/4) days if he/she has completed less than five (5) years of continuous employment;
- b) one and two-thirds (1 2/3) days if he/she has completed five (5) years of continuous employment;
- c) two and one-twelfth (2 1/12) days if he/she has completed fifteen (15) years of continuous employment;
- d) two and one-half (2 1/2) days if he/she has completed twenty-four (24) years of continuous employment.

Specific to Unit II (15.01 (e))

- e) For the purpose of clause 15.01 only, all service ~~with~~ the Employer, whether continuous or discontinuous, shall count toward vacation leave,

except where a person who, on leaving the employ of the Employer, takes or has taken severance pay.

15.02 An employee is entitled to vacation leave **with** pay to the extent of his/her earned credits but an employee who **has** completed six (6) months of continuous employment **may** receive an advance of credits equivalent to the anticipated credits for the vacation year.

15.03 In the event of termination of employment for reasons other than death, the Employer shall recover from any monies owed the employee an amount not to exceed 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.

15.04 If an employee dies or otherwise ceases to be employed he/she or his/her estate shall, in lieu of earned vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately **prior** to the termination of the his/her employment.

15.05 If an employee becomes **ill** or becomes entitled to special leave during any period of vacation leave, the period of leave so displaced shall be added to his/her period of leave or reinstated for use at a later date, provided any sick leave claim is supported by a certificate signed by a qualified medical practitioner.

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

15.07 Where, during any period of vacation leave **with** pay, an employee is recalled to duty, he/she shall be reimbursed for actual expenses, approved by the Employer, that he/she incurs:

a) in proceeding to his/her place of duty;

and

- b) in returning to the place from which he/she is recalled if he/she immediately resumes vacation upon completing the assignment for which he/she was recalled, after submitting such accounts as are normally required the Employer.

15.08 The employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under clause 15.07 to be reimbursed for expenses incurred by him/her.

15.09 E, at the end of the vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) hour, the entitlement shall be increased to the nearest half (1/2) hour.

Granting of vacation leave

15.10 Applications for vacation leave shall normally be made at least 48 hours in advance of the commencement of such leave. The Employer may grant vacation leave on shorter notice than that herein provided. Such requests shall not be unreasonably denied.

15.11 In cases of conflicting requests by two or more Alliance employees, length of continuous employment shall be the governing factor, except that the Employer shall not be expected or compelled to cancel leave previously granted to a lesser service employee.

15.12 The Employer shall authorize the carry-over of vacation leave not exceeding one year's entitlement.

15.13 In granting vacation leave with pay to an employee, the Employer shall:

- a) subject to operational requirements, make every reasonable effort to schedule the employee's vacation leave at times specified by the employee;

and

- b) not require an employee to take his/her earned vacation leave at times not specified by him/her provided that the employee has not

accumulated more than his/her current annual entitlement plus a year's carry-over.

- 15.14** *An* employee who has accumulated more vacation leave than that provided in sub-clause 15.13 b) above may be instructed by the Employer after October 1st to liquidate his/her excess leave credits prior to the end of the vacation year or at times mutually agreed upon by the employee and the Employer. If the employee fails to identify a period of vacation leave when requested to do so by the Employer, the Employer may unilaterally schedule the employee's vacation leave for a period equivalent to the excess amount of vacation leave credits.

ARTICLE 15 (a)

ONE YEAR POSITION PROTECTION

- 15(a).01** *An* employee who is granted leave up to one (1) year under this collective agreement shall return to his/her position upon the termination of his/her leave.

ARTICLE 16

SICK LEAVE WITH PAY

- 16.01** An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which s/he receives pay for at least ten (10) days.

GRANTING OF SICK LEAVE

- 16.02** An employee shall be granted sick leave with pay when s/he is unable to perform his/her duties because of illness or **injury** provided that:
- a) the employee satisfies the Employer of his/her condition by presenting a medical certificate or in such a manner and at such times as may be determined by the Employer, and

b) the employee has the necessary sick leave credits.

16.03 Unless otherwise informed in advance, a statement signed by the employee stating that because of illness or injury s/he ~~was~~ unable to perform his/her duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 16.02 (a). In the event a medical certificate is requested by the employer certifying that the employee was/is unable to perform the duties of the employee's position because of illness or injury the costs charged by the Doctor for the certificate will be reimbursed by the Employer.

16.04(NEW) Unless otherwise instructed by the employee, the Employer shall pay the premiums of both the employee's and the Employer's share of all benefit premiums except the pension plan premiums for a period of up to one year, or a longer period as provided for under Article 16.07, for any employee who is on leave without pay (LWOP) because of illness. Such payment shall be repaid to the employer by the employee after the employee is returned to work.

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

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

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

16.07 When it has been established that the employee will be off work on Long Term Disability, the employer may, at reasonable intervals, request that the employee notify the employer of the expected date of return to work. The motivating factor is to plan how the workload is handled during the absence.

16.08 (a) Upon the exhaustion of his/her paid sick leave credits, **an** employee is entitled to leave without pay for the duration of her/his illness up to one (1) year and, thereafter, to additional leave without pay on a case by case basis as may be required by the duty to accommodate. Notwithstanding 15(a).01, an employee who is granted M e r leave without pay on account of illness in accordance with 16.08(a) shall have his/her job protected for such further period.

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

ARTICLE 17

SPECIAL LEAVE WITH OR WITHOUT PAY

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

17.02 Bereavement Leave with Pay

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

For the purpose of this clause, immediate family is defined **as** father, mother, (or alternatively step-father, stepmother or foster parent), brother, sister, spouse, child, stepchild, or **ward** of the employee, father-in-law, mother-in-law, grandparents and other relatives permanently residing in the employee's household or ~~with~~ whom **the** employee permanently resides.

a) When a member of an employee's immediate family dies, the employee shall be entitled to bereavement leave with pay for a period of four (4) days for purposes relating to the bereavement and may, in addition, be

granted up to three (3) days' leave with pay for the purposes of travel related to the death.

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

17.03 Court Leave with Pay

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

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

- ii) before a court, judge, justice, magistrate, or coroner;
- iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the **performance** of the duties of the employee's position;
- iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel **the** attendance of witnesses before it; or
- v) before an arbitrator or umpire or a person or a body of persons authorized by law to make an **inquiry** and to compel the attendance of witnesses before it.

Family Leave

17.04 Maternity Leave

- a) **An** employee who becomes pregnant shall notify the Employer at least fifteen (**15**) weeks prior to the expected date of the termination of her pregnancy and, subject to sub-clause (b) of this clause, shall, eleven (**11**) weeks before the expected date of the termination of her pregnancy be granted leave without pay under this clause for a period not ending later **than** seventeen (**17**) weeks after the date of the termination of her pregnancy, subject to sub-clause **17.04** (d).
- b) The Employer may:
 - i) upon written request from the employee, defer the commencement of maternity leave without pay of **an** employee or terminate it earlier than seventeen (**17**) weeks after the date of the termination of her pregnancy.
 - ii) grant maternity leave without pay to an employee to commence earlier than eleven (**11**) 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.
- c) 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.
- d)
 - i) **An** employee who provides the Employer with proof that she has applied for and is in receipt of unemployment insurance benefits pursuant to applicable provisions of the Unemployment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan. While in receipt of this allowance, the employee shall continue to accumulate annual leave and sick leave credits.
 - ii) Employees shall have no vested right to payments under the plan, except to payments during a period of unemployment specified in the plan.
 - iii) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- e) **An** applicant under sub-clause (d) shall sign an agreement with the Employer providing:
 - i) that she **will** return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
 - ii) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Employer's consent.

- f) Should the employee fail to return to work **as** per the provisions of sub-clause (e), the employee recognizes that she is indebted to the Employer for the amount received **as** maternity leave allowance.

17.05

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 child. A pregnant employee shall be entitled to **this** twenty-one (21) hours of leave immediately prior to the commencement of maternity leave.
- b) **An** employee requiring leave for reasons pertaining to the birth or adoption of a child joining their immediate family shall be granted up to 26 weeks leave without pay.
- 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 twenty-six (26) 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) i) **An** employee who provides the Employer with proof that he/she has applied for and is in receipt of unemployment insurance benefits pursuant to applicable provisions of the Unemployment Insurance Act, shall be paid a parental leave allowance in accordance with the Supplementary Unemployment Benefit Plan. While in receipt of this allowance the employee shall continue to accumulate ~~annual~~ leave and sick leave credits.
- ii) Employees shall have no vested right to payments under the plan, except to payments during a period of unemployment specified in the plan.
- iii) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- h) **An** applicant under sub-clause (g) shall sign an agreement with the Employer providing:
 - i) that the applicant will return to work. **and** remain in the Employer's employ for a period of at least **six** (6) months after the return to work;
 - ii) that the applicant will return to work on the date of the expiry of the parental leave, unless this date is modified with the Employer's consent.
- i) Should the employee fail to return to work **as** per the provisions of sub-clause @), for reasons other than death, the employee recognizes that he/she is indebted to the Employer for the amount received **as** parental leave allowance.

Maternity Leave and Parental Leave
Supplementary Unemployment Benefits

17.06

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 each week of the two 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 UI 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 UI benefits to which the employee would have been eligible if no extra monies had been earned during this period.

17.07

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

- a) up to a maximum of ten (10) weeks' payments for those eligible under the applicable provisions of the Unemployment Insurance Act (parental leave), equivalent to the difference between the UI 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 UI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
- b) up to a maximum of five (5) weeks payment for those eligible under the applicable provisions of the Unemployment Insurance Act (child with special needs), equivalent to the difference between the UI 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 UI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
- c) Where the employee has not previously received maternity or parental benefits for the birth or adoption of a child **and** is required to serve a two week waiting period for UI benefits, he or she shall receive an allowance of ninety-three percent (93%) of her or his/her weekly rate of pay for this "waiting period".

17.08

- a) For a full-time employee the weekly rate of pay referred to in clauses 17.06 and 17.07 above shall be the weekly rate of pay to which she or he is entitled to on the day immediately preceding the commencement of maternity leave or parental leave.
- b) For a part-time employee, the weekly rate of pay referred to in clauses 17.06 and 17.07 above shall be the pro-rated weekly rate of pay to which she or he is entitled, averaged over the six (6) month period of continuous employment immediately preceding the commencement of maternity leave or parental leave.
- c) Where an employee becomes eligible for ~~an~~ annual increment during the period of maternity leave or parental leave, payments under clauses 17.06 or 17.07 above shall be adjusted accordingly.

17.09

Leave With Pay for Family Related Responsibilities

- a) For the purpose of this clause, family is defined as spouse (including common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents) not necessarily residing with the employee but requiring assistance or any relative residing in the employee's household or with whom the employee permanently resides.
- b) Leave ~~with~~ pay for family related responsibilities shall be granted as follows:
 - i) leave with pay to provide for the immediate **and** temporary care of a sick member of the employee's family;
 - ii) leave with pay to take a member of the employee's family for medical or dental appointments, or for appointments with appropriate school authorities or adoption agencies.
- c) The total of the leave with pay granted under this section, i.e. Leave With Pay for Family Related Responsibilities during a fiscal year shall not exceed the weekly scheduled hours of the employee.

17.10

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

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

17.11

Marriage Leave With Pay

- a) After completion of one (1) year's continuous employment ~~with~~ the Alliance, an employee who gives the Employer at least five (5) days' notice, shall be granted thirty-five (35) hours marriage leave with pay for the purpose of getting married.
- b) 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 marriage 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.

17.12

Injury-on-duty Leave With Pay

An employee shall be granted injury-on-duty leave ~~with~~ pay for such reasonable period to be determined ~~as~~ the period while in receipt of Worker's Compensation benefits because of:

- a) personal injury received in the performance of duties and not caused by the employee's willful misconduct;

or

- b) an industrial illness or a disease arising out of and in the course of employment;

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

17.13 Leave Without Pay for Personal Needs

- a) Subject to operational requirements, the Employer may grant leave without pay for a period of up to one (1) year to an employee for personal needs, including parental and other family related reasons. Such leave shall not be unreasonably withheld.
- b) Leave without pay in excess of three (3) months, granted under paragraph (a) shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved.
- c) Leave without pay granted under this section may not be extended and may not be used in combination with maternity, parental or adoption leave.
- d) **An** employee who is granted leave under this clause must pay both the employee and Employer shares of the benefit plans outlined under Article 27 of this Agreement, in effect at the time of signing.

17.14 Leave Without Pay to Accompany Spouse (including common-law Spouse)

- a) At the request of an employee, leave without pay for a period up to one (1) year shall be granted to the employee whose spouse (including common-law spouse) is permanently relocated and up to five (5) years to the employee whose spouse (including common-law spouse) is temporarily relocated.
- b) Leave without pay granted under paragraph (a) shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved.
- c) Leave without pay granted under paragraph (a) shall not count for pay increment purposes.

17.15 Religious Leave

- a) At the request of an employee time off with pay shall be granted to observe religious occasions in accordance with his/her religious beliefs. Time off granted under this article shall be made up in a manner which is agreed upon between the employer and the employee, The employee has the right to use annual leave or compensatory leave to make up the time off if the employee chooses.
- b) Should there be failure to agree mutually on an acceptable replacement date within the first 2 months, following the displaced holiday, the Employer may unilaterally schedule the "make-up day" referred to in (a) above which may be outside of normal working hours, on a day of rest, on a designated paid holiday or compressed day off. It is understood that no overtime premium will apply in these situations.

17.16 Other Leave With or Without Pay

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 17.02 prevent the employee reporting for duty. Such leave will not be unreasonably withheld.

- b) Leave with or without pay for purposes other than those specified in this Agreement.

17.17 An employee is not entitled to leave with pay during any period the employee is on leave without pay or under suspension.

ARTICLE 18

DESIGNATED PAID HOLIDAYS

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

- a) New Year's Day;
- b) **January 2** for all employees who work in Quebec. For those employees who do not work in Quebec, a floating holiday to be scheduled in a manner similar to ~~annual~~ as described in 15.10, 15.11 and 15.13 (a). This floating day must be taken in the calendar year and cannot be banked for use in later calendar years.
- c) Good Friday;
- d) Easter Monday;
- e) The day fixed by proclamation of the Governor-in-Council for the celebration of the Sovereign's Birthday;
- f) Canada Day;
- g) One additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed; or, in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first Monday in August;
- h) Labour Day;
- i) The day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving;
- j) Remembrance Day;
- k) Christmas Day;
- l) Boxing Day;
- m) Heritage Day, to be celebrated as a floating holiday, and to be taken between January 15 and March 31st, of each year. This day shall be

scheduled in a manner similar to annual leave as described in 15.10, 15.11 and 15.13 a). Should a day be proclaimed under "m", and should such a day be celebrated in February or March, the floating Heritage Day shall cease to exist.

- n) Any day proclaimed by the Governor-in-Council as a holiday shall be included as a designated paid holiday for purposes of this Agreement.

Specific to Unit I and II (18.02)

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

18.03 When a day designated as a holiday under article 18.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following said day of rest.

Specific to Unit I and II (18.04 (a))

18.04 a) Subject to the provisions of sub-clause 14.03 (c) when an employee is required by the Employer to work on a designated paid holiday, the employee shall be paid in addition to the regular pay for that day double time (2T) for all hours worked to a maximum of seven (7) hours at the overtime rate.

Specific to Unit X (18.04(b))

b) When an employee is required by the Employer to work on a designated paid holiday, he shall be paid in addition to the regular pay for that day double time (2T) for all hours worked.

c) The employee concerned shall receive the overtime payment not later than the end of the month following that in which it was earned.

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

ARTICLE 19

SEVERANCE PAY

General

- 19.01** Where applicable, the severance pay entitlements are subject to abatement as provided for in clause 19.07.

Retirement

- 19.02** *An* employee who is entitled to a pension under the terms of the PSAC Pension Plan shall, on retirement, be paid one (1) week's pay at the employee's current rate of pay for each year of continuous employment in respect of which he/she has not previously been paid severance pay. For greater clarity, severance pay will be calculated on a pro-rated basis for an incomplete year of service in the last year.

Resignation

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

- 19.04** *An* employee who resigns **after** six (6) or more years of continuous employment, and who does not qualify for severance pay under clauses 19.02 or 19.03 shall be paid one-half (1/2) of one (1) week's pay at his/her current rate of pay for each year of continuous employment in respect of which he/she has not previously been paid severance pay. For greater clarity, severance pay will be calculated on a pro-rated basis for an incomplete year of service in the last year.

- 19.05** Clause 19.03 and 19.04 notwithstanding, when an employee terminates employment with the Alliance **and**, within one week, commences employment ~~with~~ a Component of the PSAC, the severance pay to which the employee is

entitled shall be calculated and a cheque in that amount shall be issued to the Component.

Termination for Other Reasons

19.06 An employee whose services are terminated involuntarily for any reason other than discipline, shall **be paid** one (1) week's pay at the employee's current rate of pay for each year of continuous employment in respect of which he/she has not previously been paid severance pay. For greater clarity, severance pay will be calculated on a pro-rated basis for an incomplete year of service in the last year.

Death

19.07 If **an** employee dies after one (1) or more years of continuous employment, there shall be paid to his/her estate an amount determined in accordance ~~with~~ clause 19.02 despite the fact that the conditions specified in clause 19.02 may not have been fulfilled, and regardless of any other benefit payable.

Specific to Unit I (19.08)

Employees on Leave Without Pay from the Public Service of Canada

19.08 Eligible service for the purpose of determining entitlement to severance pay payable by the Employer in the case of **an** employee who, while on leave without pay from the Public Service:

- a) ceases to be a Public Servant but continues to be an employee of the Alliance, or
- b) ceases to be a Public Servant and simultaneously ceases to be **an** employee of the Alliance

shall comprise the total period of continuous employment from the date of commencement of service in the Public Service to the date of termination of employment ~~with~~ the Alliance. However, severance pay entitlement determined on the basis of the total service mentioned shall be abated by the

full amount of severance pay payable by the Public Service of Canada for the period of Public Service included in the total eligible service.

There shall be no abatement of severance pay payable by the Alliance to an employee who, while on leave without pay from the Public Service, terminates employment with the Alliance and returns to employment in the Public Service. Only the period of continuous employment with the Alliance shall be taken into account in determining whether or not an employee has completed the qualifying period referred to in clauses 19.03, 19.04 or 19.06, as applicable.

ARTICLE 20

PAY AND CLASSIFICATION

- 20.01** Except under unusual circumstances, an employee shall be paid by cheque every two (2) weeks. To each pay cheque will be attached a stub indicating the employee's gross and net entitlements and details of all deductions.
- 20.02** Except as otherwise specified in the letter of offer, on appointment, an employee's *salary* rate will be the minimum of *salary* range applicable to the classification level in which the employee is appointed. Unless the Alliance takes action to withhold increments because of unsatisfactory performance of 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.
- 20.03** When an employee is promoted, s/he shall be entitled to that rate of pay in the salary range of the classification level to which s/he is promoted which provides an increase in an amount not less than the lowest annual increment provided for in the new *salary* range.
- 20.04** 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 clause 20.03), such appointment shall constitute a transfer, in which case the employee shall be entitled to the rate of pay in the new salary range which is nearest to but not less than that which applied to the employee

in respect of the classification level of the position from which s/he was transferred.

(a) If there is no such rate in the new salary range:

(i) and the employee is requesting a voluntary reduction in job levels through application for a position posted in accordance with Article 32; or

(ii) the employee is requesting appointment to a position which has a lower pay range;

the employee shall receive the salary in the new range of rates that is nearest to their salary in the range of rates they are leaving.

(b) If there is no such rate and the appointment is initiated by the Employer without the consent or agreement of the employee, the employee shall continue to receive his/her previous salary rate until such time as a higher rate is provided in the new salary range, at which time, and effective the date thereof, s/he shall be entitled to the salary rate which is closest to but not less than his/her previous salary rate.

20.05 An employee to whom clause 20.04 applied shall retain the increment date if s/he had not reached the maximum rate in his/her former position and is not paid the maximum rate in the new position to which s/he is appointed.

20.06 If an employee is promoted or transferred on a date which coincides with the date on which he would otherwise have received a salary increment in respect of the employee's previous position, such salary increment shall be deemed to have been duly authorized before determining the rate of pay applicable on promotion or transfer as the case may be.

ACTING PAY

20.07 a) When an employee is required in writing by the Employer to perform for a temporary period of at least five (5) consecutive working days, the duties of a higher position than the one held by him/her, such employee shall be paid acting pay from the first day of such temporary period,

calculated **as** if **s/he** had been appointed to the higher position. This acting pay **will** not be affected by any increment which may apply to the employee's substantive position during the assignment. The employee would be eligible, however, to receive any salary increase which might apply to the higher position during the acting period. Designated paid holidays shall be counted **as** time worked for the purposes of determining the **qualifying** period of five (5) consecutive working days.

Specific to Unit X (20.07 (b))

- b) 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 him, such employee shall be paid acting pay from the first day of such temporary period, calculated as if he had been appointed to the higher position. Designated paid holidays shall be counted as time worked for the purposes of determining the **qualifying** period of two (2) consecutive working days.

20.08 The pay increment date for **an** employee appointed to a position shall be his/her anniversary date of the increment period for the position to which the employee was appointed.

20.09 The increment period shall be **as** specified in Appendix "A" (Rates of Pay).

20.10 Except where otherwise specified, when **an** employee has been granted leave of absence without pay for a period in excess of three (3) months, a pay increment shall become due to that employee on the date on which he/she will have completed a period of employment equal to the pay increment period for the position held by **him/her**. Subsequent pay increments thereafter for that employee shall become due on the date on which he/she **will** have completed a period of employment equal to the pay increment period for the position held by him/her.

20.11 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 the employee is appointed if the classification coincides with that prescribed in his/her letter of offer;

or

- b) the pay specified in Appendix "A" for the classification prescribed in the employee's letter of offer if that classification and the classification of the position to which s/he is appointed do not coincide.

RECLASSIFICATION

20.12 Pay administration for incumbents of positions which have been reclassified to a level having a higher maximum Rate of Pay.

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

INCREMENTS

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

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

- a) 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 his/her 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.

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INCREMENTS

- b) An employee, to whom clause a) above 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 his/her position until he/she reaches the maximum rate of the **former** scale of rates and the increment period shall be **as** specified in this Collective Agreement.

20.14 Probation following the reclassification of a position

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

or

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

20.15 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.

20.16 The Employer shall take the necessary steps to meet its responsibilities under the Ontario Pay Equity Act.

ARTICLE 21

COMPENSATION FOR TRAVEL

21.01 When an employee is required by the Employer to travel outside of his/her headquarters area, and such travel is approved by the Employer, the method of travel shall be determined by the Employer and the employee shall be compensated in the following manner:

- a) On a normal working day on which s/he travels but does not work, the employee shall receive his/her regular pay for the day;
- b) **On a working day** on which s/he travels and works, the employee shall be paid:
 - i) his/her regular pay for the day for a combined period of travel and work not exceeding seven (7) hours;
 - and
 - ii) at the applicable overtime rate for additional travel time in excess of a seven (7) hour period of work and travel, with a maximum payment for such additional travel time not to exceed seven (7) hours at the applicable overtime rate in any day.
- c) On a day of rest or on a designated paid holiday, the employee shall be paid the applicable overtime rate provided the total payment for hours traveled to a maximum of seven (7) hours pay at the applicable overtime rate.

21.02 Unless otherwise specified in this Agreement, the provisions of the PSAC (T.B.) Travel Directive shall apply to all travel approved by the Employer.

21.03 For each two nights **an** employee remains in overnight travel status she/he shall be entitled to be reimbursed the cost of one ten (10) minute long distance telephone call. Related associated service charges shall form part of the cost of the call.

ARTICLE 22

RELOCATION

22.01 Unless otherwise specified in this Agreement, the provisions of PSAC (T.B.) Relocation Directive shall apply to all employee relocation approved by the Employer.

ARTICLE 23

STATEMENT OF DUTIES

Specific to Unit I and II (23.01 to 23.03)

23.01 The parties agree that the mutually agreed upon classification system in the Alliance is the Hay Classification System.

23.02 The parties agree that all positions will be classified using the three (3) following factors:

- Knowledge and Skills
- Problem Solving
- Responsibility

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

Specific to Unit X (23.04)

23.04 Upon written request, **an** employee shall be entitled to a complete and current statement of duties and responsibilities of his position.

23.05 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.

ARTICLE 24

NO STRIKE - NO LOCK-OUT

24.01 The Union, during the term of this Collective Agreement, and any employee covered by the said Collective Agreement or on whose behalf it has been entered into shall not go on strike **and** the Union shall not declare or authorize a strike of any of the employees. The Employer shall not cause the employees to be locked-out during the period of this Collective Agreement.

24.02 Employees covered by this Collective Agreement shall have the right to refuse to cross a picket line and to refuse to do **the** duties of striking workers.

24.03 Unless authorization has been granted by the Employer, the exercise of the right to refuse to cross a picket line which exists on or about the employee's workplace shall result in forfeiture of pay by the employee

24.04 No employee shall be disciplined by the Employer for exercising the rights outlined in this Article.

ARTICLE 25

GRIEVANCE PROCEDURE

25.01 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.

- 25.02** Before submitting a grievance, an employee is encouraged to discuss the matter with his/her supervisor. An employee may, if desired, be assisted or represented by the Union during such discussions.
- 25.03** **An** employee may be represented by the Union at each step of the grievance procedure. The Union shall have the right to consult and make representation to the Employer's representative on grievances arising out of this Collective Agreement and/or where the employee **has** asked to be represented by the Union at each step of the grievance procedure.
- 25.04** Grievances shall be submitted to the Executive Secretary's Branch at each step of the grievance procedure. The Executive Secretary's Branch shall be responsible for forwarding the grievance to the representative of the Employer authorized to deal with grievances at the appropriate step and for providing the employee and the Union, if applicable, with a receipt stating the date on which the grievance was received signed by an authorized representative of the Executive Secretary's Branch.
- .
- 25.05** Step 1: An employee or the Union may submit a grievance in accordance with clause 25.04. The Director of the Branch concerned is the authorized representative of the Employer at Step 1.
- 25.06** Step 2: If the Director of the Branch concerned does not deal ~~with~~ the grievance to the employee's satisfaction, the employee or the Union may submit the grievance to Step 2 in accordance with clause 25.04. The National President shall hear and determine the grievance. The National President may, on exception, delegate his/her authority to ~~an~~ Executive Vice-President. The parties may jointly agree that the grievance shall be heard and decided solely by the National President.
- 25.07** Step 3: If the responsible representative of the Employer at Step 2 does not deal with the grievance to the employee's satisfaction, the Union may submit the grievance to arbitration in accordance with clause 25.04. The Executive Secretary's Branch is authorized by the Employer to agree with the Union on a mutually acceptable arbitrator to whom the grievance will be submitted.

- 25.08** The decision of the arbitrator shall be final and binding on both the Employer and the Union. The arbitrator shall have the authority to modify or amend any penalty.
- 25.09** The Employer shall grant time off with pay to the grievor, the grievor's representative and any employee of the Alliance called **as** a witness in connection with **a** grievance where such **a** meeting is deemed necessary or where such **a** meeting is convened by the Employer.
- 25.10**
- a) **A** grievance must be presented to the First Step within twenty-five (25) working days of the employee becoming aware of the circumstances giving rise to the grievance.
 - b) **A** written reply **will** be given by the Employer to the grievor and the grievor's representative within 10 working days of receipt of the grievance at Step 1. **A** written reply **will** be given by the Employer to the grievor and the grievor's representative within 20 working days of receipt of the grievance at Step 2.
 - c) If the Employer's reply is not satisfactory to the employee or failing reply at Step 1, the employee or the Union has ten (10) working days from the expiry of the time limit in sub-clause 24.10 (b) in which to transmit the grievance to Step 2. An employee has twenty (20) working days from the expiry of the time limit for response at Step 2 in which to transmit his/her grievance to arbitration.
 - d) When a classification decision is challenged by an employee and the challenge is presented to the employer within twenty-five (25) working days of the classification decision, the employer, the union and the grievor agree that a disclosure meeting will be held within fifteen (15) working days. The time limits provided for in 25.10 (a) would continue from the date of the disclosure meeting but would not include the time required to manage and hold the disclosure meeting.
 - e) 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.

- 25.11 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, Step 1 may be eliminated by agreement of the Employer and the employee, and, where applicable, the Union.
- 25.12 When **an** employee is awarded a disciplinary action resulting in suspension and/or discharge or when an employee is released for incompetence or incapacity, 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.
- 25.13 E a grievance is referred to an arbitrator pursuant to Article 25.07 (Step 3), the Employer and Union **will** share arbitration costs equally.
- 25.14 A grievance related to the interpretation or application of the collective agreement must be authorized by the Union prior to its presentation to the Employer.

ARTICLE 26

JOINT CONSULTATION

- 26.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of the appropriate machinery for the purpose of providing joint consultation on matters of common interest.
- 26.02 A Union-Employer Committee will be established to consult on areas of concern to both parties. Either party may provide items for any proposed meeting. Meetings **will** be scheduled at a time convenient to both parties. However, there shall be not less than one (1) meeting every three (3) months. Each party shall be responsible for expenses incurred by their Representatives except that the Employer agrees to allow leave with pay for such meetings.
- 26.03 Where employees working outside of the Alliance Headquarters area are members of a Joint Union-Employer Committee the parties agree that these employees may participate in the **work** of the Joint Committee by way of

teleconferences and that reasonable costs of these teleconferences shall be paid by the employer. Such costs shall not exceed \$500 to the employer in a year.

ARTICLE 27

WELFARE PLANS AND BENEFITS

- 27.01** The Employer shall pay one hundred percent (100%) of the premium for the Dental Plan (equal to or better than the plan in effect at the date of signing of this Collective Agreement).
- 27.02** The Employer shall pay one hundred percent (100%) of the premium for the Income Protection Plan (equal to or better than the plan in effect at the date of signing of this Collective Agreement).
- 27.03** The Employer ~~will~~ will pay one hundred percent (100%) of the premium for the Extended Health Care Plan.
- 27.04** Up to age 65, the Employer will pay one hundred percent (100%) of a life insurance plan equal to two (2) times the employee's annual salary to the higher thousand. At age 65 the life insurance will be reduced to \$1000.
- 27.05** The Employer shall pay 100% of the premium for a vision care benefit which provides for \$350.00 per insured member per two years effective the first of the month following the date of signing of this collective agreement.
- 27.06** The terms and conditions of the PSAC Pension Plan shall apply to the employees.
- 27.07** If the premiums paid by the Employer for any employee benefits are reduced **as** a result of any legislative change or action, the amount of the saving shall be used to increase other benefits available to the employees **as** may be mutually agreed between the parties providing such change affects a majority of the employees.

- 27.08** The Union shall be consulted on **any** proposed amendments or changes with respect to welfare plans and benefits.
- 27.09** For the purpose of **this** Article, excepting clause **27.06** (Pension Plan), for each calendar month for which an employee **has** received pay for at least seventy (70) hours, the Employer shall pay the portion of the premium for the benefit plans **as** specified in this Article.
- 27.10** **An** employee who receives less than seventy (70) hours' pay in a calendar month, shall pay the full premium (100%) for the benefit plans specified in this Article, excepting clause **27.06** (Pension Plan).
- 27.11** The Employer shall maintain a copy of all employee benefit and health and welfare master plan texts and amendments in the library, to be made available to employees upon request.
- 27.12** An employee who retires prior to the age of 65 may elect to continue coverage **and** will pay 100% of the premiums of the extended health benefit and life insurance plan **until** they reach the age of 65.

ARTICLE 28

EDUCATION AND TRAINING

- 28.01** An employee who undertakes a training course outside the employee's normal hours of work may, at the discretion of the Employer, be reimbursed in whole or in part for the direct expense of instruction, that is, the expenses which must be paid to complete the training, and which are not primarily of a personal character. Such reimbursement shall not be unreasonably withheld.
- 28.02** To be eligible to receive reimbursement, the employee must ~~fill~~ **fulfill** two conditions:
- a) obtain the Employer's approval for the proposed training before it commences;

- b) satisfactorily complete the training, including the passing of any final examination related to the course, or if there is no final examination, establish an excellent record of attendance.

28.03

- a) Full reimbursement of the direct expenses of instruction will be made in some circumstances, 50% in others, and in some circumstances no reimbursement. In making its decision, the Employer will consider the immediacy and the degree to which additional training can be applied to the work.
- b) Full reimbursement of the direct expenses of instruction may be approved in situations in which a specific training need in relation to the present work of an employee has been identified. Reimbursement of 50% of the direct expenses of instruction is applicable in other cases where need is less specific, or is based more on opinion than rigorous analysis. This would include situations in which the need cannot be determined precisely, where there is no immediate link between completion of training and assignment of new work to the trainee, or where training anticipates long-term general needs of the Alliance.
- c) Reimbursement will not be approved for training which does not, as a minimum, relate directly to the general need of the Alliance and to the reasonable career aspirations of employees.

28.04

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

EXAMINATION LEAVE WITH PAY

28.05

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

EDUCATION LEAVE WITHOUT PAY

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

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

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

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

If the employee:

- a) fails to complete the course;
- b) does not resume employment with the Employer on completion of the course; or

- c) ceases to be employed before termination of the period the employee has undertaken to serve after completion of the course;

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

CAREER DEVELOPMENT LEAVE WITH PAY

28.10

- a) Career development refers to **an** activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering the employee's career development and to the organization in achieving its goals. The following activities shall be deemed to be **part** of career development:
 - i) a course given by the Employer;
 - ii) a course offered by a recognized academic institution;
 - iii) a seminar, convention or study session in a specialized field directly related to the employee's work;
 - iv) language training.
- b) Upon written application by the employee, and ~~with~~ the approval of the Employer, career development leave with pay may be given for **any** one of the activities described in sub-clause 28.10 (a) above. The employee shall receive no compensation under Article 14 (Overtime) and Article 21 (Compensation for travel) during time spent on career development leave provided for in this clause. Such request shall not be unreasonably withheld.
- c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

28.11 Where operational requirements permit, Alliance employees shall be enabled to attend courses offered by the PSAC without loss of pay.

Pre-retiremen 1

28.12 fa) At the request of an employee leave with pay once in an employee's career shall be granted to attend a retirement seminar sponsored by the PSAC. In the event that an employee cannot attend a pre retirement seminar sponsored by the PSAC due to being located outside the region where seminars are put on by the PSAC, the employee shall be permitted time off to attend a privately sponsored pre-retirement seminar with costs of registration up to \$500 being reimbursed once in the employee's career. Such time off and registration fees shall not be used in conjunction with other similar pre-retirement programs that may be reimbursed by the employer.

ARTICLE 29

BILINGUALISM ALLOWANCE

29.01 The Employer agrees that a **Bilingualism** Allowance of \$800 per year shall be payable to all eligible employees of the Alliance Centre 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 Alliance Centre **and** its Components with whom the Alliance Centre must establish and maintain communication, when such employees are recognized by the Alliance **as** meeting the language proficiency requirements for their positions.

29.02 The Employer agrees that the Bilingualism Allowance 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. But in any event, the Bilingualism Allowance will remain in effect for the term of this Agreement.

29.03 Notwithstanding clause 29.01, the Bilingualism Allowance shall not be payable to Translators or the Section Head, Translation.

29.04 An eligible employee shall be entitled to receive the Bilingualism Allowance for any month in which the employee has received a minimum of 70 hours.

29.05 An eligible employee is entitled to receive the Bilingualism Allowance during any period of paid leave up to a maximum of sixty (60) consecutive calendar days.

29.06 The Bilingualism Allowance shall be a flat annual amount of \$800 calculated on a monthly basis and payment **will** be included in the normal bi-weekly pay cheque.

29.07 The Bilingualism Allowance shall be considered **as** part of **an** employee's salary for the purpose of the following:

- PSAC Pension Plan
- Canada or Quebec Pension Plan
- PSAC Income Protection Plan
- Workers' Compensation
- PSAC Group Life Insurance
- Unemployment Insurance

29.08 The Bilingualism Allowance 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) overtime calculation;
- d) severance pay.

29.09 When **an** employee is notified by the Employer that he/she is no longer eligible to receive the Bilingualism Allowance, the notice of termination to the employee shall be provided two (2) months prior to its effect.

ARTICLE 30

LAY-OFF

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

ARTICLE 31

PROBATION FOR NEW EMPLOYEES

Specific to Unit II and Unit X (31.01)

- 31.01** New employees shall be considered on probation for a period of six (6) months from the date of engagement.

Specific to Unit I (31.02)

- 31.02** New employees shall be considered on probation for a period of twelve (12) months from the date of engagement.

- 31.03** Such probationary period may be extended for just cause by the Employer. In such event, the Employer will **notify** the employee, in writing, of such extension of probationary period ~~with~~ reasons for extension. Extension of probationary periods will not exceed a total of six (6) months.

- 31.04** In the event that a new employee proves unsatisfactory in the performance of his/her duties any time during the probationary period, s/he may be released by the Employer. The reason(s) for the release will be provided to the employee in writing.

Specific to Unit X (31.05)

- 31.05** A new employee's probation period will be reduced by the amount of time spent in the position **as** a term employee provided that service is contiguous and in the same position.

ARTICLE 32

PROMOTIONS AND APPOINTMENTS

- 32.01** All employees shall have the right to apply for a transfer into a vacant or newly created position in the Bargaining Unit which has the same job description. On or before the date a competition poster is issued for such

position. the employer shall notify all employees by facsimile of such position. Applications for transfer must be submitted to the Executive Secretary on or before the closing date of the competition as specified in the competition poster.

It is recognized that this clause may be a barrier in implementing employment equity. This article is the subject of discussions of the JUMEEC. If it is agreed that this transfer article is a barrier. AEU will agree to enter into discussions as part of the JUMEEC process, to consider removing this barrier.

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

32.03 The promotion and/or transfer of employees to positions within and outside the bargaining units save and except positions excluded from the collective bargaining process, shall be the result of a competition based on the following factors:

- a) skill, competence and efficiency;
- b) continuous employment with the Alliance and its Components.

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

32.04 The Employer shall not make appointments from outside the Public Service Alliance of Canada to any position within or outside the bargaining units save and except positions excluded from the collective **bargaining** process until the Selection Process in accordance with clause 32.03 is completed and the Selection Board determines that there is no **qualified** candidate.

Specific to **Unit II and X** (32.05)

32.05 A successful applicant who was an employee of the Alliance prior to his/her new appointment shall be placed on probation for a period of four (4) months. Except that in the case of an employee who, in accordance with clause 32.16, is on language training, the probationary period **will** terminate only when the

employee has completed four **(4)** months of work in the position excluding the time spent while on language training.

Specific to Unit I (32.06)

- 32.06** A successful applicant who was an employee of the Alliance prior to his/her new appointment shall be placed on probation for a period of six (6) months. Except that in the case of an employee who, in accordance with clause 32.15, is on language training, the probationary period will terminate only when the employee has completed six (6) months of work in the position excluding the time spent while on language training.
- 32.07** In the event **an** employee is rejected on probation following a promotion from within the Alliance, the Employer shall make every possible reasonable effort to place the employee in a position at a classification level equivalent to his/her former position.
- 32.08** The increment date of an employee appointed in accordance with clause 32.07 shall be the same as in the former position as if the appointment to the higher position had never been made.
- 32.09** The salary to which an employee becomes entitled upon appointment in accordance with clause 32.07 shall be that to which the employee would have been entitled in the former position as if the appointment to the higher position had never been made.
- 32.10** Casual and term employees are not eligible to apply in closed competitions before they have completed six (6) months of continuous employment.
- 32.11**
- a) Except as provided for in sub-clause 32.11 b), **an** employee who has been a member of the bargaining unit for more than three (3) consecutive years shall not be required to transfer.
 - b) Should **an** employee's position be permanently abolished due to a reorganization, the employee(s) concerned shall be notified in writing as early as possible, but not less than three (3) months prior to the date his/her position is to be abolished. Upon being notified, the employee(s) concerned shall be entitled, on a priority basis, to any

vacant position in the bargaining unit provided he/she meets the requirements of such vacant position. Upon the expiration of the notice period referred to above the Employer may transfer the employee(s) concerned.

- c) The position(s) to be abolished shall be the position(s) occupied by the **Employee(s)** who is/have been a member of the bargaining unit for the shortest period of time.

32.12 No employee shall suffer a loss of salary as a result of a transfer under 32.11.

32.13 The Employer shall not require **an** employee to transfer for disciplinary reasons.

32.14 If the employee is required to transfer, he shall not be required to serve a new probationary period.

Specific to Unit I (32.15)

32.15 If a position is identified **as** bilingual by the Employer, unilingual employees will be eligible to make Written application provided that an appointment to this position constitutes a promotion for an employee and provided that they undertake to become proficient in the other official language within a two (2) year period from the date on which the Employer approves the employee to commence language training. If an employee fails to meet the language requirements of the position within the above noted two (2) year period, the Employer shall make every possible reasonable effort to place the employee in a position at a classification level equivalent to his/her former position. An employee shall be granted leave with pay for the purpose of language training and the Employer shall bear **all** costs associated with such training.

Specific to Unit II (32.16)

32.16 If a position is identified **as** bilingual by the Employer, and it is to be staffed on a non-imperative basis, unilingual employees **will** be eligible to make written application provided that **an** appointment to this position constitutes a promotion for an employee and provided that they undertake to become proficient in the other official language within a two (2) year period from the

date on which the Employer approves the employee to commence language **training**. If an employee fails to meet the language requirements of the position within the above noted two (2) year period, the Employer shall make every possible reasonable effort to place the employee in a position at a classification level equivalent to his/her former position. An employee shall be granted leave with pay for the purpose of language training and the Employer shall bear all costs associated with such training.

32.17 The parties agree that no positions save and except positions in the Translation Section shall be designated as **Bilingual** Imperative.

32.18

- a) The Union and the Employer are committed to employment equity. The parties agree to cooperate in the full implementation and monitoring of the Alliance Employment Equity Plan (signed April 6, 1995), and as outlined in the Alliance Employment Equity Policy. The Alliance Employment Equity Plan is a comprehensive document. It includes qualitative and quantitative measures and strategies to remove barriers that equity group members face and to achieve a representative workplace. The application of the Alliance Employment Equity Plan is enforceable through the application of Article 25 of this Collective Agreement.
- b) To this end, the Joint Union Management Employment Equity Committee (JUMEEC) will continue to review and monitor all aspects of employment for evidence of differential or discriminating treatment of employees by sex, race, disability and sexual orientation. The JUMEEC will also develop recommendations, strategies and solutions necessary for eliminating such practices in order to ensure the full implementation of the Alliance Employment Equity Plan.
- c) **AEU will** name up to one representative from each AEU bargaining unit. There will be an equal number of Union and Employer representatives on the Joint Union Management Employment Equity Committee.
- d) The Committee shall meet with no **loss** of pay incurred and the Employer agrees to pay the necessary transportation. Meetings shall be held on a regular basis (at least four times per year).
- e) The Alliance Employment Equity Plan includes a Protocol on Collective Agreement Revisions. This provides for a Working Group, and a mandate to identify issues in the Collective Agreement and outline a process for their resolution as they relate to the implementation of the Alliance Employment

Equity Plan. If the Parties fail to reach mutual agreement on issues, the issues in dispute will be referred to third party mediation and conciliation for a decision binding on the parties.

ARTICLE 33

STANDBY PAY

- 33.01** Where the employer requires **an** employee to be available on standby during off-duty hours, **an** employee shall be entitled to a standby payment of \$10.00 for each eight (**8**) consecutive hours or portion thereof that she/he is on standby, except on his/her day of rest and designated paid holidays. For all standby on a day of rest or designated paid holiday, she/he shall be paid \$25.00
- 33.02** When **an** employee on standby is called to work, the provisions of Article 34.01, Call Back, shall apply.
- 33.03** The Employer shall provide a pager to employees placed on standby for the duration of the standby period.

ARTICLE 34

CALL BACK AND REPORTING PAY

- 34.01**
- a) When **an** employee is recalled to his/her place of work after having completed his/her normal hours of work and having left his/her place of work, or
 - b) When **an** employee is required to report and reports to work on a day of rest or on a designated paid holiday **s/he** shall be paid the greater of
 - i) compensation at the applicable overtime rate for all hours worked, or

- ii) a **minimum** of three (3) hours' pay at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's normal hours of work.

34.02 When an employee, who is recalled to his/her place of work or reports to work on a day of rest or on a designated paid holiday in accordance with clause **34.01**, is required to use transportation other than that provided by normal public transportation services, s/he shall be paid:

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

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

Specific to Units II and X (34.03)

34.03 Clauses **34.01** and **34.02** 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 his/her 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 of 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 35

DISCIPLINE

JUST CAUSE AND BURDEN OF PROOF

- 35.01**
- a) No disciplinary measure in the form of a notice of discipline, suspension or discharge or in any other form shall be imposed on any employee without **just**, reasonable and sufficient cause. The disciplinary action shall contain the grounds on which the disciplinary measure is imposed.
 - b) In any arbitration relating to disciplinary measure, the burden of proof shall rest ~~with~~ the Employer and such proof shall be confined to the grounds mentioned **in** the notice referred to in paragraph (a) above.

PERSONNEL FILE

- 35.02**
- a) 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 **him/her** in the grievance procedure nor at arbitration unless such report is part of the same file.
 - b) No report may be placed in the file or constitute part thereof unless a copy of the said report is sent to the employee ~~within~~ twenty-five (25) working days after the date of the employee's alleged infraction, or of its coming to the attention of the Employer, or of the Employer's alleged source of dissatisfaction with the employee.
 - c) **Any** unfavourable report concerning **an** employee and any report concerning **an** infraction shall be withdrawn from the file after a period of two (2) years from the date of the alleged infraction provided there is no further infraction of a **similar** nature.

ACCESS TO PERSONNEL FILE

- 35.03** Upon request from an employee, the employee and/or his/her union representative, if authorized by the employee, shall have access to the official

personnel file of the employee in the presence of an authorized representative of management.

DISCIPLINARY INTERVIEW

- 35.04**
- a) The Employer agrees to **notify an** employee at least twenty-four (24) hours in advance of any interview of a disciplinary nature and to indicate:
 - i) the employee's right to be accompanied by a union representative;
 - ii) the purpose of the meeting, including whether it involves the employee's personnel file;
 - iii) that if the employee's personnel file is to be considered during the interview, the employee and/or his/her union representative, the latter with the employee's permission, shall, before the meeting, have access to this **file** in accordance with Clause 35.03.

Notwithstanding the foregoing, the period referred to in 35.04 a) shall be two (2) weeks when the disciplinary interview pertains to an employee whose place of employment is other than the Alliance Headquarters. The parties may mutually agree to waive all or part of the 2 week notice period. It is agreed that this notice period shall not be counted in the 25 working days within which the employer must act in accordance with 35.02 b).

- b) During the interview, the employer will not be limited to the subject matter that is outlined in the purpose of the meeting in clause 35.04 (a)(ii), however, should new issues be raised, the union retains the right to adjourn the meeting for up to twenty-four (24) hours.
- c) The employee has the right to refuse to participate or to continue to participate in any interview of a disciplinary nature unless the employee has received the notice herein above provided for.

- d) If the employee fails to appear at the interview and does not explain his/her inability to do so, the Employer shall proceed unilaterally.

ARTICLE 35 (a)

COOLING OFF PERIOD

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

ARTICLE 36

PARKING

- 36.01** An employee who uses his/her car to travel to **and** from work, may, provided that space is available, apply to rent parking space either indoors or outdoors at the workplace parking area.
- 36.02** Subject to clause 36.01, the Employer shall pay **fifty** percent (50%) of the parking cost and the employee's portion of the cost shall be deducted from the employee's pay.
- 36.03** Employees who do not receive the parking subsidy contained in 36.02 shall be reimbursed, upon presentation of receipts, **50% of** the costs of a bus pass purchased for the use of the employee to travel to **and** from work (to a maximum of the outdoor parking subsidy provided for in **36.02**).

ARTICLE 37

PART-TIME EMPLOYEES

Specific to Units II and X (37.01 to 37.15)

- 37.01** Except as otherwise specified in this Article, the provisions of this Collective Agreement apply to part-time employees.
- 37.02** The scheduled work week for a part-time employee shall be at least 17.5 hours, from Monday to Friday inclusive as determined by the Employer.
- 37.03** A part-time employee's weekly hours of work shall be determined and authorized by the Employer in consultation with the employee concerned.
- 37.04** Overtime for a part-time employee means authorized work performed in excess of 7 hours on a scheduled work day; or
Authorized work performed in excess of 35 hours in a scheduled work week;
or

Authorized work performed on Saturday and/or Sunday; or

Authorized overtime work performed on a designated paid holiday.
- 37.05** The performance of authorized overtime shall be first offered to qualified full-time employees.
- 37.06** Subject to clause 37.09, a part-time employee shall earn vacation leave credits for each calendar month in which s/he receives pay for at least 35 hours.
- 37.07** Subject to clause 37.09, a part-time employee shall earn sick leave credits for each calendar month in which s/he receives pay for at least 35 hours.
- 37.08** For the purposes of this Article, a part-time employee shall accumulate vacation and sick leave credits on the basis of the proportion that his/her weekly hours of work, as determined and authorized by the Employer at the time of appointment, compare with the normal hours of work of full-time employees.

Such accumulated leave credits shall be converted into hours and minutes.

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

$$12 \times (35)$$

(Weekly scheduled hours at time of appointment)

37.10 A part-time employee is entitled to be paid for services rendered in accordance with clause 20.11 at the hourly rate.

37.11 A part-time employee who is eligible to receive the Bilingualism Allowance shall be entitled to receive the Bilingualism Allowance for any month in which s/he receives pay for at least 35 hours.

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

37.13 A part-time employee is eligible to receive call back and reporting pay as outlined in Article 34 on a normal working day on which s/he has worked 7 hours or on a day of rest or a designated paid holiday.

37.14 Qualified **full-time** employees shall first be given the opportunity to receive call-back and reporting pay **as** outlined in Article 34 of this Agreement.

37.15 A part-time employee shall receive pay on vacation leave with pay, sick leave with pay, special leave with pay and designated paid holidays for his/her scheduled daily hours of work **as** determined and authorized by the Employer at the time of appointment.

ARTICLE 38

SEXUAL AND PERSONAL HARASSMENT

- 38.01** The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment, and the Employer undertakes to discipline any person employed by the Employer engaging in the sexual or personal harassment of another employee.
- 38.02**
- a) Sexual harassment shall be defined **as**, but not limited to, any incident or series of incidents related to sexuality, that may be verbal, physical, deliberate, unsolicited or unwelcomed.
 - b) Personal harassment shall be defined **as** any behavior by any person that is directed at an employee and is offensive to that employee and undermines their job performance. Job counseling shall not be considered personal harassment.
- 38.03** For the purposes of Article 38 work environment also includes meetings, seminars, courses, etc. held outside of **an** employee's normal work location.
- 38.04**
- a) Complaints **and** grievances under this Article shall be handled with all possible confidentiality.
 - b) **A** complainant or grievor shall have the right to discontinue contact ~~with~~ the person(s), who is/are the subject of the complaint or grievance, without loss of pay or benefits, **until** such time **as** the complaint or grievance is resolved. In settling the complaint or grievance, the complainant or grievor will be protected from forced relocation and/or discipline. Where the complainant or grievor or the alleged harasser request transfer of **work** location or re-assignment of duties, the employer shall accommodate such request **until** the matter is resolved. When neither party requests a transfer but one party has requested discontinued contact, the matter shall be dealt with in accordance with procedures established by the Joint Harassment Committee.
 - c) Complainants or grievors shall have the right to refuse work where they feel they are in danger until such time **as** the matter has been dealt with

in accordance with procedures established by the Joint Harassment Committee. Employees refusing to work under these circumstances shall notify their immediate supervisor or other representative of the employer **as** soon as possible after refusing to work.

- 38.05**
- a) Each party to the Collective Agreement has a sexual and personal harassment complaint coordinator. Any employee **with** an allegation of sexual or personal harassment shall have the right to meet with their coordinator.
 - b) The employee, employees or the union have the option of a one step grievance procedure. The Employer will appoint a person responsible for dealing **with** a complaint and grievance of sexual or personal harassment. The investigation **and** response will be handled **with** all possible confidentiality **and** dispatch.
 - c) If the grievance is not dealt with to the satisfaction of the grievor(s), the grievance may be referred to arbitration.

ARTICLE 39

TECHNOLOGICAL CHANGE

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

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

39.04 Pertinent information included: The notice mentioned in clause 39.03 shall be given in writing and shall contain pertinent **data** including:

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

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

39.06 Protection of employees: In order to render effective the principle established in clause 39.02, the Employer agrees to the following provisions, which are designed to protect all employees covered by this Agreement:

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

reassignment to other duties or any reclassification of the duties performed by the employee at a lower level;

- c) retraining: any employee either voluntarily or compulsorily reassigned ~~or~~ reclassified **as a** result of these changes shall be provided with whatever amount of retraining ~~s/he~~ requires during the employee's hours of work **with full pay from the** Employer and at no additional cost to the employee. Any employee unable to follow a retraining course shall maintain his classification, **or** its equivalent, in the bargaining unit.
- d) surveillance and privacy: employees will be informed in writing of any changes in work measurement and evaluation methods due to technological change. At no time may electronic systems or devices be used **as** a means to evaluate the performance or output of individual employees.

39.07 Whenever new hardware or software is introduced by the Employer to the employee's job, **the** employee using the new hardware or software will be provided ~~with~~ whatever amount of **training** he/she required during the employee's hours of **work with full pay from the** Employer and at no additional cost to the employee.

ARTICLE 40

UNION LABEL

40.01 The Union bug whether by stamp or typewritten, shall be included on all correspondence, reports, briefs, etc. that are produced in the office of the Employer by persons working under the conditions of this Collective Agreement.

ARTICLE 41

HEALTH AND SAFETY

41.01 PREAMBLE

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

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

41.02 JOINT HEALTH AND SAFETY COMMITTEE

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

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

41.03 FIRST-AID TRAINING

- a) The Employer **will** encourage employees to take first-aid and refresher courses and for this purpose will assume the cost of first-aid training. Employees selected by the Employer for first-aid training shall be granted time off without loss of pay.

- b) The Employer undertakes that **as** a minimum, all first-aid kits shall have the same contents **as** provided for in the Treasury Board Standard, First Aid (PMM Volume 12, TBSTD 3-5), **as** amended from time to time.

41.04 SPECIAL EXAMINATIONS

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

41.05 MEDICAL EXAMINATIONS

- a) Where the Employer requires **an** employee to undergo a medical examination by a designated qualified practitioner, the examination will be conducted at no expense to the employee. Results of ~~all~~ medical examinations will be made available to employees upon request.
- b) Employees **using** VDTs in excess of three (3) hours per day shall have their eyesight examined twice each year at no expense to the employee. Records may be kept in the EAP file system.

41.06 OPERATING PROCEDURES

The Employer will provide safe operating procedures and training to employees in the handling of materials, operating of equipment and exposure to toxic substances. The Employer shall **fully** and immediately implement all the requirements under the WHMIS Legislation in consultation ~~with~~ the Joint Health and Safety Committee. *All* training provided under WHMIS shall be organized through and with the approval of the Joint Committee.

41.07 No employee shall be required to operate VDT equipment for more ~~than~~ fifty minutes ~~in~~ an hour and five hours in a day.

41.08 INJURED EMPLOYEES

In the event of an employee sustaining **injuries** at **work** and becoming physically handicapped **as** a result thereof, every effort shall be made by the

Employer to give the injured employee such suitable employment **as** is available.

41.09 HEALTH AND SAFETY INFORMATION

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

41.10 DANGEROUS SITUATIONS

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

41.11 A pregnant employee who furnishes the employer with a medical certificate attesting that her working conditions may be physically dangerous to her unborn child, or to herself by reason of her pregnancy, may request to be assigned to other duties involving no such danger for the duration of her pregnancy. Such requests shall be granted by the employer and the re-assignment shall be without loss of pay or benefits.

41.12 GRIEVANCE PROCEDURE

The existence of health and safety hazards in the workplace is subject to Article 25 (Grievance Procedure) of this collective agreement.

ARTICLE 42

MODIFICATION, TERM, RENEWAL OF AGREEMENT

42.01 Unless otherwise expressly stipulated, the terms and conditions of this Agreement shall become effective on the date of signing and shall remain in force and effect from year to year thereafter unless either **party** gives the other **party** notice in writing that it desires its termination or amendment.

42.02 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.

42.03 This Agreement may be amended by mutual consent of the parties.

42.04 Specific to Unit II (42.04 (a))

a) This Agreement shall be binding **and** remain **in** effect from May 1, 1995 to April 30, 1998.

Specific to Unit I (42.04(b))

b) This Agreement shall be binding and remain in effect from May 1, 1995 to April 30, 1998.

Specific to Unit X (42.04 (c))

c) This Agreement shall be binding **and** remain in effect from May 1, 1995 to April 30, 1998.

42.05 The rates of pay outlined in Appendix "A" of this Collective Agreement **will** apply retroactively, as applicable, to all those individuals who have left the employ of the Alliance prior to the signing of this Collective Agreement. It is the responsibility of the individual to **maintain** a current address and telephone number **with** Personnel.

SIGNED AT OTTAWA THIS 31st DAY OF JANUARY, 1996.

FOR THE EMPLOYER

Nancy Bean
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
Janet M Routledge

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

APPENDIX "A"

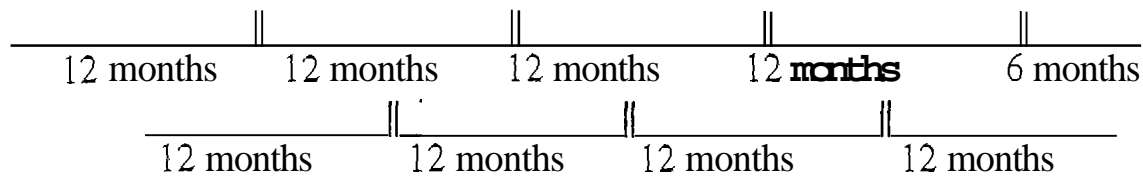
SPECIFIC TO UNIT I

RATES OF PAY

Effective May 1, 1995

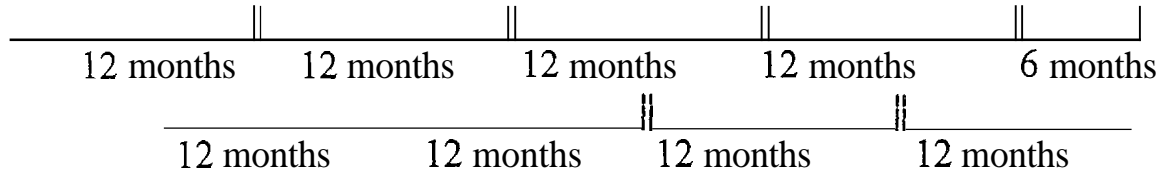
LEVELS

AE - 6	39001	39713	40423	41132	41842	42555	43265	44015	45007	46090
AE - 7	42000	42893	43783	44674	45567	46449	47339	48192	49397	50643
AE - 8	47367	48289	49212	50132	51052	51975	52901	53812	55157	56546
AE - 9	52260	53416	54579	55740	56897	58055	59216	60414	61986	63606
AE - 10	55224	56460	57702	58941	60181	61420	62659	63923	65595	67324
AE - 11	58186	59506	60827	62145	63465	64784	66103	67432	69207	71041



AE - 12 61547 62952 64361 65769 67178 68585 69993 71406 73304 75263

AE - 13 64906 66402 67895 69395 70891 72387 73884 75382 77403 79484



SPECIFIC TO UNIT II

RATES OF PAY

Effective May 1, 1995

THE INCREMENT PERIOD IS 12 MONTHS

LEVELS

AE - 1	26930	27799	28671	29539	
AE - 2	29539	30311	31080	31854	
AE - 3	32383	33263	34130	35000	
AE - 4	36286	37282	38273	39261	
AE - 5	37718	38808	39881	40963	42043

Specific to Unit X

Effective May 1, 1995

THE INCREMENT PERIOD IS 12 MONTHS

FOREMAN (Print Shop),
SUPERVISOR (P. & S. and M.D.C.)

38,153	39,746	41,342	42,935	44,531	46,090
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PRINTERS

33 920 34 853 35 798 36 728 37 665

STORES CLERK

31 522 32 390 33 263 34 130 35 000

CLERK-STORESMAN
SENIOR MAIL CLERK

30 228 30 962 31 699 32 437 33 160

SENIOR CHANGE CLERK
STORESMAN

28 769 29 539 30 311 31 080 31 854

MACHINE OPERATOR (MDC)
BINDERY OPERATOR
MESSENGER B

27 019 27 924 28 827 29 733 30 636

MESSENGER A
CHANGE CLERK

26 061 26 930 27 799 28 671 29 539

APPENDIX "B"

SPECIFIC TO UNIT LAND II

LEVEL STRUCTURE FOR THE NEW CLASSIFICATION PLAN

<u>LEVEL</u>	<u>POINT RATING</u>
1	up to 95
2	96 to 135 (40)
3	136 to 175 (40)
4	176 to 215 (40)
5	216 to 255 (40)
6	256 to 300 (45)
7	301 to 350 (50)
8	351 to 400 (50)
9	401 to 450 (50)
10	451 to 500 (50)
11	501 to 600 (100)
12	601 to 700 (100)
13	701 and up

APPENDIX "C"

HARASSMENT COMPLAINT PROCEDURE

STAGE 1 (Initial)

Each party shall appoint a harassment complaint coordinator. **An** employee with an allegation of harassment shall contact their respective coordinator. The coordinator and the complainant will determine whether the conduct complained of might constitute harassment, as defined, and will consider what might be the best approach to address the concern. Should it be deemed appropriate the coordinator may contact the alleged harasser with a view to resolving the problem. In situations when employees outside of AEU bargaining units are involved, the respective co-ordinator(s) shall also be contacted.

At this first meeting with the Complainant, the Harassment Coordinator will provide a copy of this procedure and will also review the procedure with the complainant to ensure understanding.

At this stage there is no Employer involvement in the process. It is understood that all possible confidentiality is to be maintained.

No more than 25 working days shall elapse between the date of contact and submitting notification to the Employer as per Stage 2 of this procedure. These time limits may be extended by mutual consent by the parties to this collective agreement.

STAGE 2 (Problem Solving - Optional)

In the interests of exploring all possible avenues to create a positive working environment, it may be deemed appropriate by the complainant and the respective co-ordinator (and where possible the alleged harasser) to involve the employer in a problem solving initiative. The objectives of any initiative would be to explore the nature of the problem and discuss possible short and long term solutions.

When the respective coordinator and the complainant determines that problem solving initiatives will not take place and/or have concluded unsuccessfully, the co-ordinator will advise AEU that a grievance may be filed. The parties agree that the time limit

referred to in Article 25.10(a) **will** begin at the time the employer was notified as per Stage 1.

STAGE 3 (Grievance)

A grievance may be **filed** provided the grievor **has** followed Stage 1 of this procedure **and** the grievance is filed with **the** union's approval **as** specified in the union's policy. It is agreed that a one step grievance procedure **is** appropriate, i.e., the final step as per the relevant Collective Agreement. When **a grievance is** filed, the Employer will appoint one or more person(s) to conduct **an** investigation.

All investigations **will** be conducted in accordance with a jointly agreed upon procedure which will incorporate the following elements:

- i) each party being interviewed has the right to be accompanied or represented (e.g., the grievor, the alleged harasser, witnesses and the Employer);
- ii) the **right** of the alleged harasser to be informed, in writing, that a grievance has been filed;
- iii) the Employer will in **all** cases contact the respective coordinator before an investigation is conducted;
- iv) any investigation will be handled with **all** possible confidentiality and dispatch.

STAGE 4 (Arbitration)

If a grievance **is** not dealt **with** to the satisfaction of the grievor(s), the union may refer the grievance to arbitration. If the **alleged** harasser obtains interested party **status**, the alleged harasser and representative shall be granted leave with pay for the purposes of the hearing.

HARASSMENT GRIEVANCE INVESTIGATION PROCEDURE

PRINCIPLES AND OBJECTIVES

1. To work towards the goal of an harassment free workplace.
2. The right of all parties to be accompanied or represented by the relevant party.
3. The right of the alleged harasser to be informed, in writing, that a grievance has been filed.
4. To ensure maximum confidentiality.

The parties recognize the value of treating any complaint, grievance and/or investigation with discretion and in a confidential manner.

(i) Normally, the employer **will** assign a single investigator to investigate any grievance.

(ii) The parties agree to involving a minimum number of representatives assigned to any grievance. The names of the parties' representatives **will** be exchanged prior to the commencement of the investigation.

(iii) AEU, and the Employer have each agreed to appoint a harassment complaint coordinator. Grievors and grievors' interviewees **will** be contacted by the AEU coordinator and alleged harasser's will be contacted by the Employer.

5. Expertise

All parties share a commitment to ensure that representatives, coordinators and investigators are knowledgeable about the procedures for dealing with harassment grievances **as well as** on the issue of harassment. Training of this nature will be identified by the AEU and PSAC jointly.

6. Dispatch

All parties share a commitment to deal with the investigation and grievance **as** expeditiously **as** possible.

7. Solution

The parties **share** a commitment to identify solutions to the problem(s) that gave rise to the grievance. **The** parties will consult on the implementation of recommendations designed to rectify the problem(s).

STAGES

1. The employer **will** appoint the investigator(s) immediately after a grievance is filed. Where there is agreement between the parties, the investigation will be conducted by a third party which is acceptable to all parties, cost of which **will** be paid by the employer.

2. **An** investigator will immediately contact the respective harassment complaint coordinator(s) for the purpose of

- i) determining the identity of the alleged harasser(s);
- ii) obtaining the name(s) of the representative(s) assigned;
- iii) determining the identity of individuals likely to be interviewed and obtaining a brief statement **as** to why they have been named;
- iv) obtaining a statement of particulars of the issues and/or incidents giving rise to the grievance.

The above information will be provided to the investigator in writing by the harassment coordinator.

3. Once the investigator has received written confirmation of all the information described in Stage 2, the investigator will formally notify each alleged harasser:

- i) that a grievance of harassment **has** been filed;
- ii) that the person **has** been named **as** a respondent;
- iii) that **an** investigation will be conducted without delay;

- iv) of the name of the respective coordinator(s);
- v) by providing, in writing, a copy of the statement of particulars;
- vi) by providing a copy of the Harassment Grievance Investigation Procedure;
- vii) of their right to representation.

4. The respective coordinator **will** contact the grievor(s) to ensure that he/she is aware of **and** has **a** copy of the harassment grievance investigation procedure and ~~that~~ she/he **has** the right to representation.

5. The investigator will immediately develop Terms of Reference in consultation with the employer and the respective coordinator(s) prior to the commencement of the investigation. The **Terms** of Reference **will** include, but not be limited to:

- i) a description of the mandate of the investigation;
- ii) the mandate may also include provisions for recommendations designed to rectify the problems that gave rise to the filing of the grievance;
- iii) a list of interviewees;
- iv) **time** frames (Article 25.10(b) shall be adhered to and extensions must be mutually agreed).

6. Subject to Stage 7, the investigator(s) will initiate **an** investigation without delay, mindful of the time limits contained in the Terms of Reference and the respective procedures.

The investigator(s) will:

- i) provide the names to the respective coordinator(s) of who will be interviewed in accordance with the Terms of Reference;
- ii) advise the coordinator(s) on how and when the interviews are likely to be conducted, **and** any other information the investigator deems appropriate with respect to the administration of the interviews;
- iii) advise interviewees of their scheduled interview;
- iv) advise the interviewees **and** respective coordinator(s) of any changes and the reasons;

- v) conduct the interviews.
7. If it appears that the grievor or alleged harasser **may** not be available to be interviewed by the investigator(s) for **an** extended period, the investigator(s) **will** discuss any extensions **with all** parties and come to **an** agreement in determining whether to proceed **with** the investigation or to hold it in abeyance. Without such agreement, the investigation **will** proceed **as** prescribed in the Terms of Reference.
- a. The respective coordinator will contact their respective interviewees named by the investigator(s) to:
- i) advise them ~~that~~ a harassment grievance has been filed;
 - ii) advise them that **an** investigation will be conducted;
 - iii) advise them of the **name** of the investigator(s);
 - iv) advise ~~them~~ that they will be contacted by an investigator for the purpose of **an** interview;
 - v) **ask** that they familiarize **themselves** with *the* harassment grievance investigation procedure;
 - vi) advise ~~that~~ the grievor, alleged harasser **and** witnesses have a right to representation or to be accompanied;
 - vii) provide **any** clarification of the procedure as well as the name of the assigned representative(s) of **all** parties involved.
9. The parties, in observing the principles of confidentiality and dispatch, agree that every reasonable effort will be made to conduct interviews without delay and that representatives assigned will be limited whenever possible.
10. During any interview conducted, the investigator(s) will be the only person(s) actually posing questions.
11. The investigator's(') report may contain recommendations outlining short and/or long term solutions designed to rectify the problems that gave rise to the **filing** of the grievance as may be indicated by the Terms of Reference before the commencement of the investigation.

12. In the interests of disclosure, the investigator(s) **will** first provide the grievor, the alleged harasser and their representatives and the respective coordinator(s) ~~with~~ a draft version of the investigation report and will specify the time limit for their response to the report
13. The investigator(s) will file a ~~final~~ report ~~with~~ the Employer's representative authorized to deal with the grievance ~~at~~ the ~~final~~ stage of the grievance procedure, one copy of which will be provided to the grievor, the alleged harasser, their representatives and the respective complaint co-ordinator(s). The investigator(s) **will** incorporate input that the investigator(s) deem appropriate to include in the ~~final~~ report always in accordance ~~with~~ the Terms of Reference. Where all or part of the input is not included, the investigator will attach the relevant responses to the ~~final~~ report.
14. The employer will consult with AEU on the implementation of any recommendations designed to rectify the problem(s) and will inform the Harassment Complaint Coordinator(s) of such consultation.
15. With the exception of a one step grievance procedure, all aspects of the grievance procedure outlined in the respective Collective Agreement **will** apply.

"Harassment" in these procedures refers to personal harassment, sexual harassment and harassment described in Article 38 and harassment on prohibited grounds described in Article 11.01.

16. Following the filing of a grievance, if ~~an~~ allegation of harassment is not upheld, the employer and the alleged harasser(s) and the respective coordinator(s) will meet to consider remedies and other solutions.

MEMORANDUM OF AGREEMENT #1

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

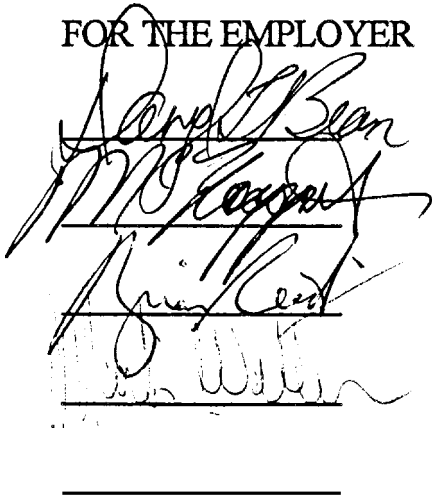
AND

THE ALLIANCE EMPLOYEES' UNION

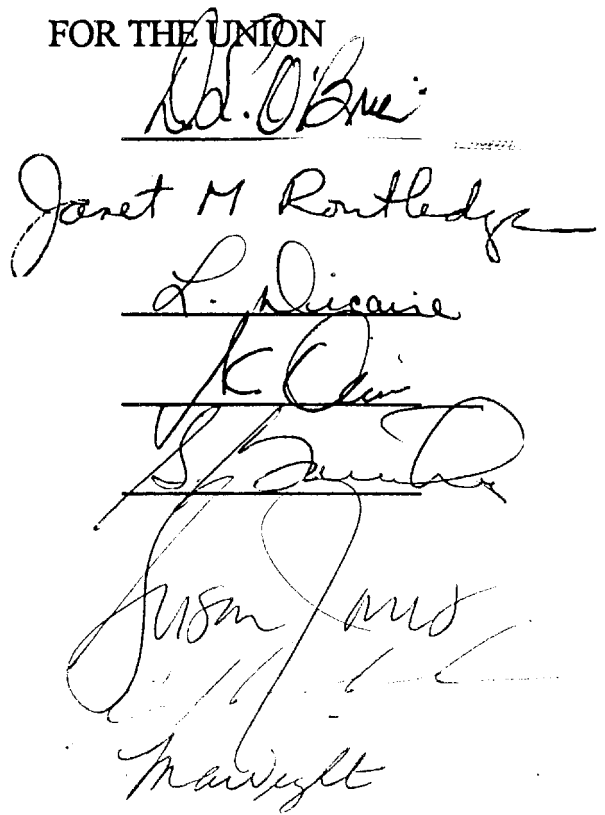
The parties agree to establish a Pension Study Committee representing the employees' Union and the Employer, which shall review the PSAC Pension plan with a view of identifying possible areas of improvement and reporting thereon to its principals.

SIGNED AT OTTAWA THIS 31st DAY OF JANUARY, 1996.

FOR THE EMPLOYER


Four handwritten signatures are listed vertically, each on a horizontal line. The signatures are: 1. A large, stylized signature that appears to be 'David Bean'. 2. A signature that appears to be 'M. K. ...'. 3. A signature that appears to be 'John ...'. 4. A signature that appears to be '...'. Below the fourth signature is a blank horizontal line.

FOR THE UNION


Five handwritten signatures are listed vertically, each on a horizontal line. The signatures are: 1. A signature that appears to be 'D. O'Brien'. 2. A signature that appears to be 'Janet M. Routledge'. 3. A signature that appears to be 'L. ...'. 4. A signature that appears to be 'K. ...'. 5. A signature that appears to be 'Susan ...'. Below the fifth signature is a signature that appears to be 'Marilyn ...'.

MEMORANDUM OF AGREEMENT #2
BETWEEN
THE PUBLIC SERVICE ALLIANCE OF CANADA
AND
THE ALLIANCE EMPLOYEES' UNION

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 up to \$250 per year payable January 1 each year for any recreational activity. Effective January 01, 1996 the amount to be reimbursed shall be up to \$325 (payable January 01, 1997 for 1996). Effective January 01, 1997 the amount to be reimbursed shall be up to \$400 (payable January 01, 1998 for 1997).

Employees will not be required to produce receipts but will be expected to sign a declaration that the monies claimed have been spent during the preceding 12 month period on an identified recreational activity. If receipts are provided, the employer shall treat this payment as a reimbursement of expenses.

Notwithstanding the above, the parties agree to apply this provision to term employees as follows:

1. The "Recreation Allowance" will be pro-rated at **1/12'** of the actual amount for each complete month of work under this collective agreement.
2. The term employee will be required to submit a claim for the reimbursement in the usual manner 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 **1/12'** of the Allowance for each complete month or work upon termination.
3. Employees claiming this allowance will have to sign a claim that clarifies that the money **was** actually spent and the activities actually took place during the period that the term employee was an employee with the Alliance covered by this agreement.

SIGNED AT OTTAWA THIS 31st DAY OF JANUARY, 1996.

FOR THE EMPLOYER

David Bean

Frank Kent
W. McKeown
[Signature]

FOR THE UNION

W. O'Brien

L. Dicaire

K. Olin

[Signature]

[Signature]

[Signature]

Janet M. Routledge

MEMORANDUM OF AGREEMENT #3

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)

AND

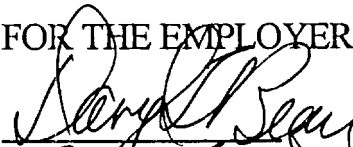

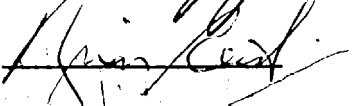
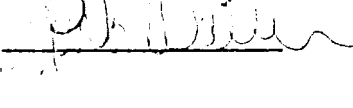
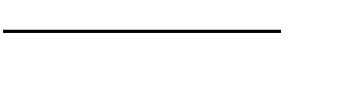


ALLIANCE EMPLOYEES' UNION (UNION)

The Employer agrees to issue, on a loan basis, a suitcase to all employees who are required to travel frequently.

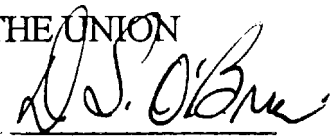
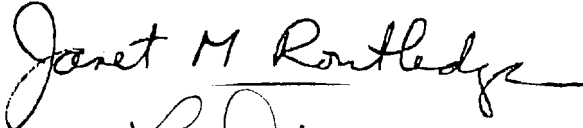


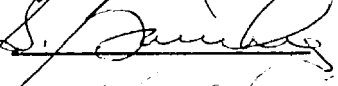

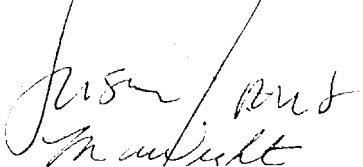
The standard issue suitcase will be of a **quality** equal to the Samsonite Oyster case. Individuals **may** choose either the 27" Express with wheels or the 30" Express with wheels. **It is** understood and agreed that the suitcase must be returned to the Employer when the employee either leaves the Alliance or accepts a job with no requirements for frequent traveling.

SIGNED AT OTTAWA THIS 31st DAY OF February, 1996.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #4

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)

AND

ALLIANCE EMPLOYEES' UNION (UNION)

SPECIFIC TO UNIT I

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 seven (7) 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:



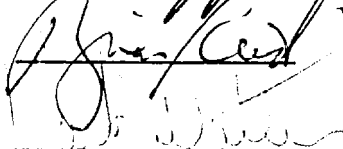
- a) The Employer shall not be required to grant such leave during the same period of time to more than one (1) employee employed in the same branch. If more than one (1) employee employed in the same branch submits a request for such leave which covers **all** or **part** of the same period of time, seniority shall be the determining factor in the granting of such leave.
- b) **The** Employer shall not be required to grant such leave during the same period of time to more **than** five **(5)** employees covered by **this** Collective Agreement. If more than five **(5)** employees submit 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.
- c) Leave granted under this Memorandum of Agreement 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.


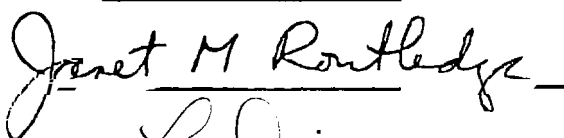




- d) During any period of leave granted under this Memorandum of Agreement, the employee shall pay the **full** premium (100%) for the benefit plans specified in Article 27 of this Collective Agreement. If the employee so chooses, he/she may pay the Employer and the employee shares of the premiums for the **PSAC Pension Plan** during such periods of leave.
- e) **An** employee who **is** granted leave under this Memorandum of Agreement shall have the right to return to his/her former position upon the termination of such leave.
- f) This leave shall not be used in conjunction ~~with~~ any other leave without pay.
- g) The employer agrees to introduce the Deferred Payment Plan effective January 1 following the date of signing of this collective agreement.
- h) The regulations governing the Deferred Payment Plan are appended hereto.

SIGNED AT OTTAWA THIS 31st DAY OF JANUARY, 1996.

FOR THE EMPLOYER

FOR THE UNION

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 Director, **at least one** month 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 PSAC. 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
 - a) During the funding period
 - i) tax withholdings on the net salary after the deferred portion;
 - ii) UI 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) UI 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 _____ and end on _____
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 _____% or \$_____ of (from) my *salary* over this period.
4. I agree to begin my leave period 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

MEMORANDUM OF AGREEMENT #5

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)

AND

ALLIANCE EMPLOYEES' UNION (UNION)

The parties agree that the following positions should properly be excluded from the bargaining units represented by the AEU:

- a) All employees **who** are covered under a subsisting collective agreement in another bargaining Unit.
- b) All elected and appointed officers **of** the Public Service Alliance of Canada.
- c) All Branch Directors and Assistant Directors (managerial).
- d) The Personnel Officer, the Personnel Administrative Assistant and the Staff Relations Officer (confidential).
- e) The Assistant Executive Secretary (confidential).
- f) All Section Heads in the Collective Bargaining Branch (confidential).
- g) The Section Head in Health and Safety of the Social and Occupational **Rights** Branch (confidential).
- h) The National Action Campaigns coordinator (confidential).
- i) The Assistant to the National President (confidential).

- j) The Administrative Assistant and Secretary to the National President (confidential).
- k) The secretary to the National President (confidential).
- l) The Secretary (ies) to the Executive Vice-President responsible for Finance and Administration, the Secretary to the Comptroller, the Secretary to the Executive Secretary and the Secretary to the Assistant Executive Secretary (all confidential).

SIGNED AT OTTAWA THIS 31st DAY OF JANUARY, 1996.

FOR THE EMPLOYER

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
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MEMORANDUM OF AGREEMENT #6

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)

AND

ALLIANCE EMPLOYEES' UNION (UNION)


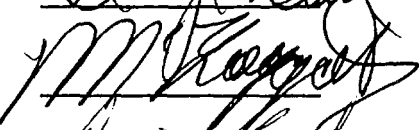
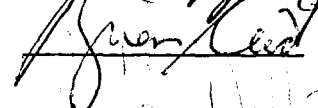

The parties agree that prior to **any** decision being made by the Alliance Executive Committee to **decentralize** duties and/or responsibilities from the Headquarters' area to the regions, the Employer shall engage in meaningful consultation with the Union.

The employer agrees **that** if the existing positions covered by this Agreement, or **a** substantial part of the functions of these positions, are moved or otherwise transferred to a location(s) outside the geographic area of the bargaining unit, this collective agreement shall thereupon also be applicable at **the** new location(s).


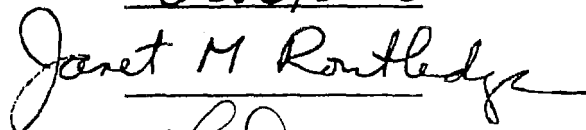



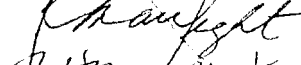
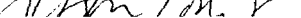
The general provisions of the Technological Change Article of the collective agreement shall apply once notification of intent **has** been given to the Alliance Employees' Union by the Employer.

SIGNED AT OTTAWA THIS st 31 DAY OF JANUARY, 1996.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #7

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)

AND

ALLIANCE EMPLOYEES' UNION (UNION)

An employee will be required to travel charter class or other reduced fare plan **only** if that plan would not introduce inconveniences or additional overtime costs which would not exist if the economy fare **was** applied.

SIGNED AT OTTAWA THIS 31st DAY OF JANUARY, 1996.

FOR THE EMPLOYER

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
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[Signature]
[Signature]
[Signature]

MEMORANDUM OF AGREEMENT #8

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA

AND

ALLIANCE EMPLOYEES' UNION

The following states the Employer's commitment to daycare for children of employees of the Public Service Alliance of Canada.

In order to permit employees with **young** children to fulfill their roles as employees and parents and to facilitate the continuing employment and career development of parents with young children, the employer agrees to give ongoing consideration to the daycare needs of its employees.

The employer remains open to consider union sponsored proposals on daycare for children of employees of the PSAC.

SIGNED AT OTTAWA THIS 31st DAY OF JANUARY, 1996.

FOR THE EMPLOYER

Daryl Bean
M. Kagan
A. Kent
[Signature]
[Signature]

FOR THE UNION

M. O'Brien
Janet M. Routledge
L. Ducaie
[Signature]
[Signature]
[Signature]

MEMORANDUM OF AGREEMENT #9

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA

AND

ALLIANCE EMPLOYEES' UNION

The parties hereby agree to establish, within thirty (30) days of the signing of the collective agreement, a joint union management committee with a view of researching the feasibility **and** terms **and** conditions of introducing a computer purchase plan for employees of the PSAC. The committee will complete its work within twelve (12) months of its formation. Each party **shall** be responsible for the expenses incurred by their Representatives except the Employer agrees to allow leave with pay for joint meetings related to the committee's **work**.

SIGNED AT OTTAWA THIS 31st DAY OF JANUARY, 1996.

FOR THE EMPLOYER

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
Janet M Routhledge
[Signature]
[Signature]
[Signature]
[Signature]

MEMORANDUM OF AGREEMENT #10

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA

AND

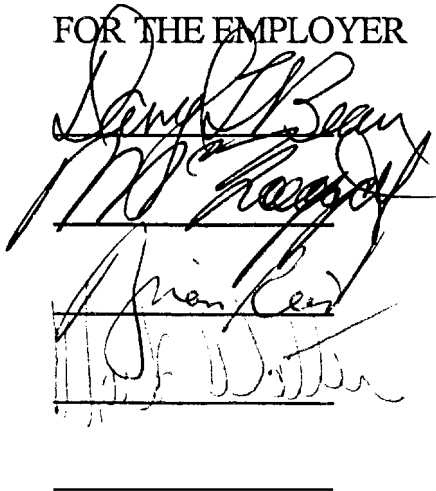
ALLIANCE EMPLOYEES' UNION

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

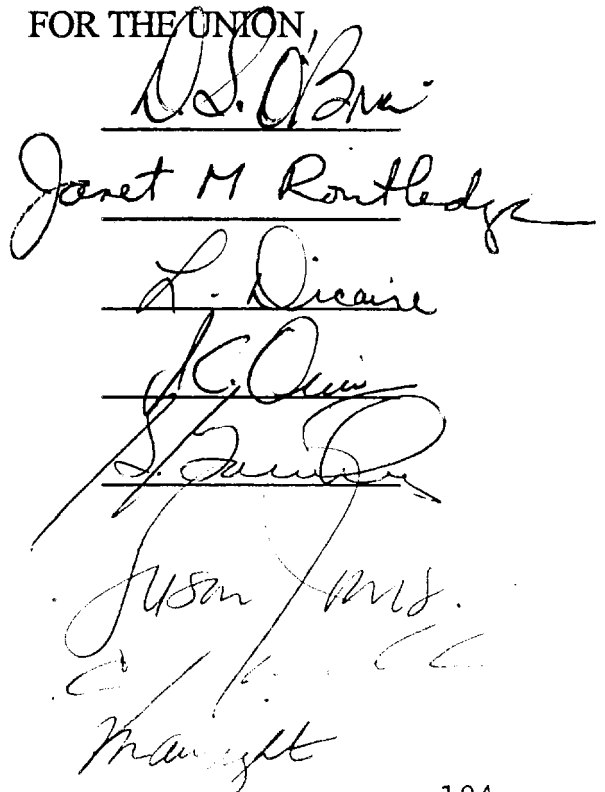
Upon **mutual** consent, the parties **may agree** to reopen the collective agreement in specific areas in accordance with clause 42.03 with a View of dealing with the impact of the relocation of the Alliance Headquarters **upon** employees.

SIGNED AT OTTAWA THIS 31st DAY OF JANUARY, 1996.

FOR THE EMPLOYER


Four handwritten signatures are present, each written over a horizontal line. The signatures are: 1. A large, stylized signature starting with 'D'. 2. A signature starting with 'M'. 3. A signature starting with 'A'. 4. A signature starting with 'W'. Below the fourth signature is a blank horizontal line.

FOR THE UNION,


Five handwritten signatures are present, each written over a horizontal line. The signatures are: 1. A signature starting with 'D.S.'. 2. A signature starting with 'Janet M'. 3. A signature starting with 'L. Dicaire'. 4. A signature starting with 'J.C.'. 5. A signature starting with 'Susan Mrs.'. Below the fifth signature is a blank horizontal line.

MEMORANDUM OF AGREEMENT #11

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA

AND

ALLIANCE EMPLOYEES' UNION

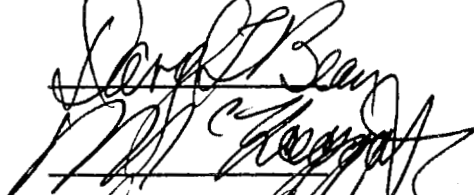
The parties hereby agree that the following provisions will apply to employee-initiated position exchanges:

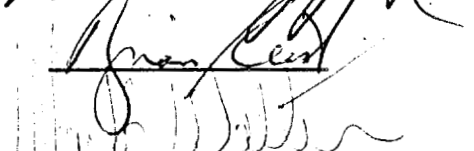
- 1- proposed position exchanges must be employee-initiated and the period of the position exchange must be indicated at the outset. It ~~must~~ not be for a period of less than **six (6)** months or more than two (2) years. *All* position exchange proposals are subject to the approval of the employer.
- 2- employees involved will continue to occupy their respective substantive positions and each will be paid accordingly. Acting pay provisions will not apply to the position exchange.
- 3- employees participating in a position exchange agree to:
 - a) properly brief the other position exchange employee **as** outlined in a preparation plan that will be prepared by the position exchange employees and their respective supervisors;
 - b) serve **as** a resource person to the other position exchange employee throughout the period of the position exchange.

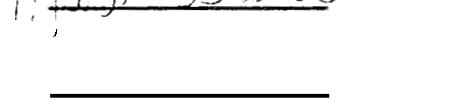
- 4- the employer or **an** employee **participating** in a position exchange can, providing a three (3) week notice is given to the Executive Secretary, cancel a position exchange.

SIGNED AT OTTAWA THIS 31st DAY OF JANUARY, 1996.


FOR THE EMPLOYER







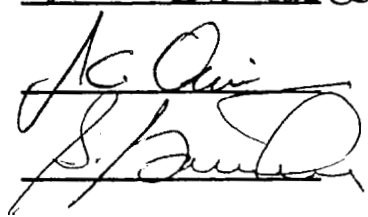


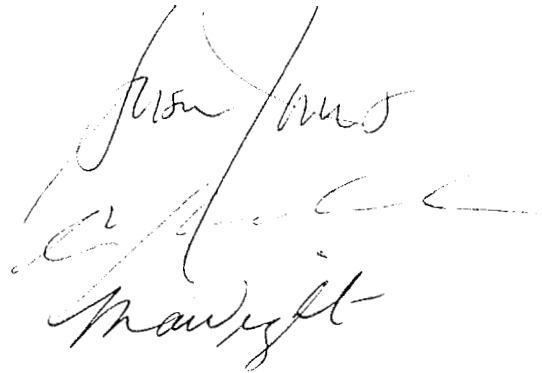
FOR THE UNION













MEMORANDUM OF AGREEMENT #13

Between

Alliance Employees Union (AEU)

and

Public Service Alliance of Canada (PSAC)

PRINCIPLES OF REORGANIZATION

The Employer recognizes that all employees covered **by** this collective agreement between the Alliance Employees Union and the Public Service Alliance of Canada will be directly or indirectly affected by organizational re-structuring, including downsizing and reorganization. While **the** Employer remains committed to the no lay-off clause, it is also recognized that additional steps need to **be** taken to protect employees' income security and job satisfaction. The Employer further commits to the principle that decisions regarding changes to where employees work, what employees do, and the conditions under which work **is** performed will be made in meaningful consultation **with** the union.

To that end, the union and the Employer hereby agree that the impact on employees of all decisions regarding reorganizational restructuring of the Alliance, including downsizing and reorganization will be subject to meaningful consultation between the Employer and the union.

The following list contains the principles that both parties agree will premise these discussions.

1. In reorganization and/or downsizing the parties will consider proactive Employment Equity **as** criteria in making their decisions.
2. The Employer agrees to make every reasonable effort to ensure there will be no mandatory re-locations.

MEMORANDUM OF AGREEMENT #14

Between

Alliance Employees Union (AEU)

and

Public Service Alliance of Canada (PSAC)

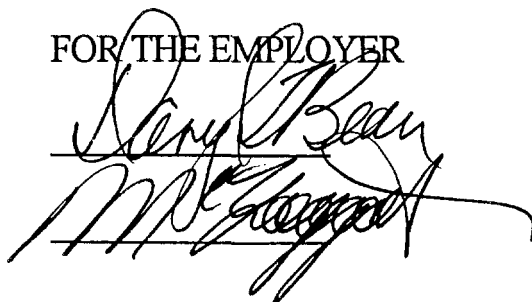
Union Education

It is recognized by the parties, that it is to the Employer's advantage to provide union **training** for PSAC staff. Therefore, the Employer agrees that each year, a "Union Principles" course, **of** no more than three (3) hours, for AEU Units I, II, and X **will** be offered during working hours on the Employer's premises. AEU will have input into the design and delivery of the course and attendance will be on a voluntary basis.

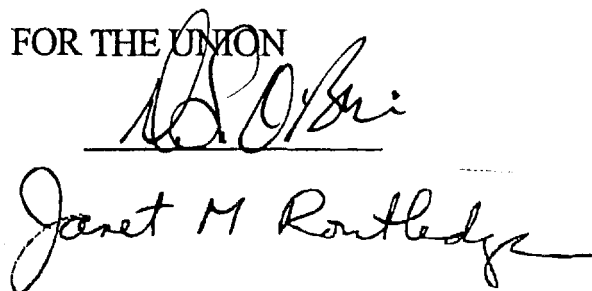
AEU Units I, II, and X will be provided ~~with~~ the opportunity of attending weekend courses where the subject matter is applicable to their jobs or is related to career development. The employee will be entitled to take two days off during the week in exchange for giving up their weekend. There will be no entitlement for overtime for attending the courses. Applications to attend these courses should meet the established deadlines and approval to attend will be based on operational requirements and availability of seats.

SIGNED AT OTTAWA THIS 31st DAY OF JANUARY, 1996.

FOR THE EMPLOYER



FOR THE UNION



John Kent
1870

A.S. O'Brien

L. Dicaine

S. J. Smith

Wm. J. ...

J. C. ...

...

Manuscript

MEMORANDUM OF AGREEMENT #15

Between

Alliance Employees Union (AEU)

and

Public Service Alliance of Canada (PSAC)

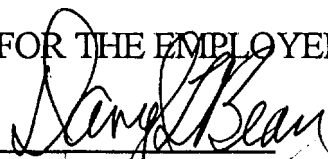
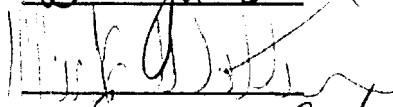
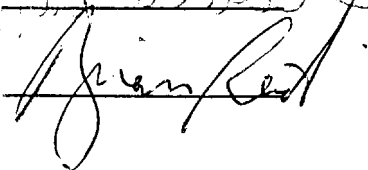
Work Away from the Central Office

The Employer recognizes that there are circumstances under which it is in the employees and Employer's best interest that portions of some projects be worked on away from the central office. **At** the request of the employee, and with the approval of the Employer, **work** away from the central office **will** be considered and approved where it meets operational requirements. For **further** clarity, it is understood that **an** employee's working away **from** the central office is not to become **part** of an employee's weekly work schedule. This program will be assessed annually jointly by the union and the Employer to determine if the program should continue.

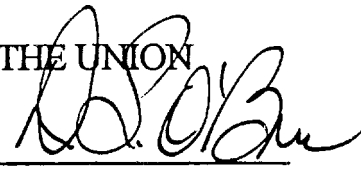

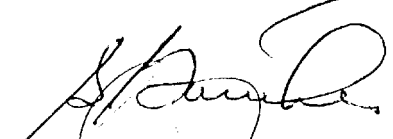


Guidelines on the application of this Memorandum of Agreement will be prepared, by the Employer, for the guidance of the supervisors. A copy of these guidelines will be provided to the union.

SIGNED AT OTTAWA THIS 31st DAY OF JANUARY, 1996.

FOR THE EMPLOYER

FOR THE UNION

Janet M. Routledge

Letter of Understanding

Between

The Public Service Alliance of Canada (PSAC)

and

The Alliance Employees' Union (AEU)

The parties recognize the necessity and benefit of occasionally staffing positions on a term basis. For that reason a "term employee" shall be defined as "a person who is employed by the Alliance for a specified period of time but who ceases to be employed by the Alliance when the specified period of time (or its extension) terminates."

For greater certainty, the provisions of clause 30.01 (lay-off) shall not apply when a term employee ceases to be employed by the Alliance when the specified period of time (or its extension) terminates. The above notwithstanding, the term employee shall not be terminated early unless the incumbent returns and not with less than 5 days notice.

No term employee shall be appointed for a specified period of more than one year except, and only, with the written agreement of the AEU.

Any term employee who has been continuously employed for a period of three years or more in the same position shall be considered an indeterminate employee, and shall be appointed on an indeterminate basis to the position he occupies, without competition. This is notwithstanding article 32 in the AEU collective agreement.

Any term employee who has been continuously employed for a period of one year or more, shall for one year from the day on which his specified period expires, be notified in writing by the Executive Secretary of the PSAC of any PSAV competition open to the general public.

The parties agree that this letter of understanding will form part of their collective agreement.

SIGNED AT OTTAWA THIS 31st DAY OF JANUARY, 1996.

FOR THE EMPLOYER

Donald H. Bean
A. J. Zaggar
Gina [unclear]
[unclear]
[unclear]

FOR THE UNION

M. O'Brien
[unclear]
L. Dugane
K. [unclear]
S. [unclear]
Jasna [unclear]
[unclear]
[unclear]
Janet M. Routledge

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