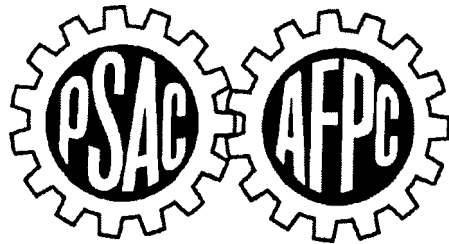


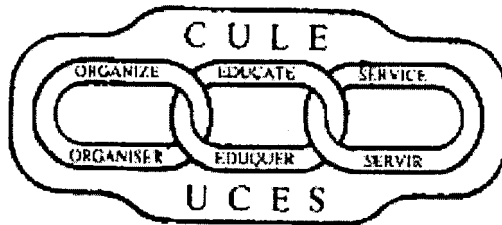
AGREEMENT BETWEEN

**THE PUBLIC SERVICE ALLIANCE OF CANADA
(P.S.A.C.)**



AND

**THE CANADIAN UNION OF LABOUR EMPLOYEES
(C.U.L.E.)**



**EXPIRY DATE
April 30, 2010**

**UNIT ■
UNIT 2**

14103(01)

10/20/09
OCT 22 2009

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ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this Collective Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, 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.
- 1.0Z The parties to this Collective 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 shall 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 units are employed.

ARTICLE 2

DEFINITIONS

- 2.01 For the purpose of this Agreement:
- a) "administrative staff, or administrative personnel" shall consist of bargaining unit employees working as Administrative Assistants and Regional Office Secretaries. The parties agree that the term "support staff" is not an appropriate term to describe administrative personnel in written or oral communication.
 - b) "bargaining unit" means the employees of the Employer in the Group described in Article 6 (Recognition).

- c) "child" means an employee's or spouse's natural, legally adopted, adopted through Aboriginal custom adoption practices, or stepchild.
- 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 by the employee on the day immediately prior to the day on which such 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 shall not be considered to be broken by authorized periods of leave, with or without pay, except as specified in clauses 21.10, 21.12 and 21.18 or by any period of less than three (3) months between two (2) 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 (2) 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) "dependent child" means an employee's or spouse's natural, legally adopted, or stepchild who is unmarried, unemployed, dependent and under the age of 21 if not in full time attendance at an educational institution, otherwise under the age of 25 or no age limit if the dependent child has a permanent disability. The definition of spouse and child will be applied to all relevant contract clauses, welfare plans and benefits., except pension plan where dependent is defined by law.
- i) "double time" means twice (2) the straight time rate.

- j) "employee" means a person who is a member of either bargaining unit.
- k) "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.
- l) "Headquarters area" is the area encompassed within a distance of 16 kilometers from the city limits in which a regional office is located.
- m) "holiday" means a day designated as a paid holiday in this Agreement.
- n) "hourly rate of pay" means an employee's weekly rate of pay divided by thirty-five (35).
- o) "leave" means authorized absence from duty of an employee during regular hours of work.
- p) "membership dues" means the dues established by the Canadian Union of Labour employees 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.
- q) "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.
- r) "secondment" means the authorized temporary assignment with pay of an employee to a position with the Employer or to an organization other than the Employer for the purpose of performing duties for said organization. No employee shall be subject to secondment without her/his consent.

- s) "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.
- t) "spouse" means a person to whom an employee is legally married, or a person with whom an employee is cohabiting and who has been identified to the Employer as the employee's spouse regardless of sex.
- u) "straight time rate" means an employee's hourly rate of pay.
- v) "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.
- w) "time and one-half" means one and one-half (1 1/2) times the straight time rate.
- x) "transfer" means an appointment to a position which does not constitute a promotion.
- y) "Union" means the Canadian Union of Labour Employees.
- z) "weekly rate of pay" means an employee's annual rate of pay divided by 52.17.

ARTICLE 3
APPLICATION

- 3.01 The provisions of this Collective Agreement apply to the Union, employees and the Employer.
- 3.02 Both the English and French texts of this Agreement are official. If there is a contradiction between the two texts, the Union and the Employer agree to reopen the Collective Agreement and correct any errors discovered.
- 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 Collective Agreement are recognized by the Union as being retained by the Employer.
- 4.02 The responsibilities set forth in this article and/or otherwise retained by management shall be exercised in conformity with the provisions of this Agreement in a fair and reasonable manner.

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- 5.04 The employer is obligated to deal with a complaint of sexual or personal harassment and to redress the situation appropriately. An employee who has filed a grievance under this Article shall not be involuntarily transferred. A grievor shall have the right to discontinue contact (with no **loss** of pay or benefits) with the person(s) who is/are subject of the grievance until such time as the grievance is resolved.
- 5.05 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 the appropriate coordinator with no **loss** of pay incurred.
- b) An employee or the Union may initiate a grievance at any step of the grievance procedure. The Employer will appoint a person responsible for dealing with a complaint or grievance of sexual or personal harassment. The investigation and response will be handled with all possible confidentiality and dispatch and consistent with the procedures agreed to by both parties to this Collective Agreement, as found in Appendix "B".
- 5.06 Both parties recognize the value of education at regular intervals on the issue of harassment. The employer and the union agree to consult on the content, frequency and delivery of educational programs and materials.

ARTICLE 6 ✖

RECOGNITION

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- 6.01 The Employer shall continue to recognize the Canadian Union of Labour Employees as the exclusive bargaining agent for all employees employed by the Employer as Regional Representatives, Administrative Personnel, Organizers and Development Representatives, employed in all PSAC Regional Offices represented by CULE.

ARTICLE 5 EMPLOYEES' RIGHTS

- 5.01 The Employer agrees that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, salary rates, training, promotion, transfer, discipline, discharge or otherwise by reason of age, race, creed, colour, national or ethnic origin, political or religious affiliation, disability, sex or marital status, family status, language, criminal record for which a pardon has been granted, sexual orientation, gender identity, or by reason of his/her membership or activity in the Union.
- 5.02 It is the Employer's responsibility to provide a workplace free of sexual harassment. The Employer recognizes the right of employees to work in an environment free from harassment and agrees that sexual harassment will not be tolerated in the workplace.
- 5.03
- a) Sexual harassment shall be defined as, but not limited to, any incident or series of incidents related to sexuality and or gender that an employee finds objectionable or offensive. Behaviour related to sexuality of a person by a person who knows or ought to have known that it is unwelcome or unwanted shall also constitute sexual harassment.
 - b) The Employer shall provide a workplace that is free from personal harassment. Personal harassment will be defined as, but not limited to, any behaviour by any person that is directed at and is offensive to an individual or undermines their performance on the job. Job counselling in and of itself shall not be considered personal harassment.
 - c) For the purpose of this Article, work environment includes but is not limited to meetings, seminars, courses, and conferences held outside of an employee's normal work location.

ARTICLE 7

APPOINTMENT OF REPRESENTATIVES

- 7.01 The Employer acknowledges the right of the Union to appoint employees as representatives of the Union.
- 7.02 The Union agrees to limit the appointment of representatives to a reasonable number.
- 7.03 The Union shall notify the Employer, in writing, of the names of the representatives.
- 7.04 The representative shall obtain, whenever possible, the permission of his/her immediate supervisor before leaving his/her work to investigate with co-workers, 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.

ARTICLE 8

UNION SECURITY

- 8.01 All employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing. The Employer agrees to deduct dues, as directed by the Treasurer of the Union, from each employee in the bargaining units and forward same to the Treasurer of the Union, together with a list of employees and the amount from whom the deductions were made.

- 8.02 The Employer shall ensure that T4's issued to employees in the bargaining units show the amount deducted for union dues and remitted to the Union.

ARTICLE 9

RETENTION OF RIGHTS AND PRIVILEGES

- 9.01 Should the Employer merge, amalgamate or combine any of its operations or functions with another organization during the term of this Agreement, the Employer, through whatever merger agreement involved, agrees that all benefits and conditions of employment held by the employees shall be integrated and shall not be adversely affected.
- 9.02 Should the Union change its name, affiliate or merge with any other Union, or group of Unions, the resulting entity shall retain all the privileges and rights of the former Union and the existing Collective Agreement shall remain in force for the term of the Collective Agreement.

ARTICLE 10

RESTRICTION ON OUTSIDE EMPLOYMENT

- 10.01 An employee shall not be restricted from engaging in other employment or activities outside the hours she/he 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.
- 10.02 An employee shall not engage in outside employment or activities if the hours or responsibilities involved are likely to impair her/his ability to perform her/his Alliance duties in an efficient and satisfactory manner.

- 10.03 It is the responsibility of each employee to advise the Employer of any outside employment and/or activity which may be considered a conflict as envisaged in Article 10.01 and/or 10.02. Upon receiving such notice the Employer shall within twenty (20) working days advise the employee if, in its opinion, such activity involves a conflict of interest.

ARTICLE 11

INFORMATION TO THE UNION AND EMPLOYEES

- 11.01 The Employer will on a monthly basis forward to the Secretary of the Union the name, 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.
- 11.02 The Employer shall maintain only one (1) personnel file for each employee and said personnel file shall be held in the Human Resources Section. Upon request by an employee to the Human Resources Section, the Employer shall allow said employee to view his/her personnel file. The Employer shall provide an employee with a copy of any document on his/her personnel file requested by the employee.
- 11.03 The Employer shall provide each employee with a statement of his/her leave credits no later than March 31 of each year and a statement of said employee's contributions to the PSAC Pension Plan no later than June 30 of each year.
- 11.04 The Employer shall maintain a seniority list. The Employer shall send an up-to-date seniority list to the Secretary of the Union and to all employees covered by this Collective Agreement no later than March 31 of each year.
- 11.05 The Employer will also provide the Secretary of the Union with a copy of the Staffing Report on a monthly basis.

- 11.06 The Employer shall provide each employee in the bargaining unit with a signed copy of this Collective Agreement within one hundred and twenty (120) days of ratification of the agreement.
- 11.07 The Employer shall provide each newly hired employee with a copy of the Collective Agreement with his/her letter of offer of employment. The Employer, as soon as reasonably possible, will provide the employee with an Orientation Program, such Program to be developed in consultation with the Union.
- 11.08 An employee will not be asked, nor expected to perform duties of a "personal service".
- 11.09 The Employer shall provide the Secretary of the Union with (5) bilingual copies and one electronic copy of this Collective Agreement within (120) one hundred and twenty days of the signing of the agreement.

ARTICLE 12

JOINT CONSULTATION

- 12.01 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 appropriate machinery for the purpose of providing joint consultation on matters of common interest.
- 12.02 Joint Union-Employer Committees will be established at the Headquarters/Branch level and at the Regional/Regional Coordinator level to consult on areas of concern to both parties. Either party may provide items for the agenda for any proposed meeting. Meetings will be scheduled at a time convenient to both parties however meetings in the Regions, to be held during working hours, will be planned to coincide with Regional Conferences and/or occasions when the Regional Coordinator is making a planned visit to the Regional Office of the CULE

Director for that region. When face-to-face meetings are not practicable alternate forms of communications may be used. Each party shall be responsible for expenses incurred by their representatives except that the Employer agrees to allow reasonable leave with pay for such meetings.

- 12.03 The employer will take responsibility for the preparation of the minutes of National Consultation meetings. Except in unusual circumstances, minutes shall be prepared and ratified within 30 days of the meeting. The employer will have the minutes translated and distributed to each Regional Office within 30 days of having received the ratified version.
- 12.04 The parties will alternate the responsibility for the preparation of the minutes for Regional Joint Consultation meetings. Except in unusual circumstances, minutes shall be prepared and ratified within 30 days of the meeting. If translation is required the employer will be responsible.
- 12.05 The Employer and the Union shall jointly establish terms of reference for the purpose of establishing and maintaining Regional Joint Equity Committees.

ARTICLE 13

BARGAINING COMMITTEES

- 13.01 The Employer agrees to recognize a committee of two (2) employees per bargaining unit plus a chairperson 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.
- 13.02 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.

- a) Upon request, the Employer shall make available to the Union, information required by the Union. The information shall include but not be limited to positions in the bargaining units, job classifications, wage rates, pension, welfare plans and job descriptions.
- b) Subject to operational requirements, the employer will grant up to three (3) days leave without pay to bargaining unit members to attend a convention of the Canadian Union of Labour Employees (CULE). Consultation will take place at least one (1) year in advance of the convention to discuss issues that will include operational requirements and the timing of the convention. Such leave shall not be unreasonably withheld.
- c) Subject to operational requirements and in addition to the leave provided for in clause 13.02 b), an additional two (2) days leave without pay will be granted to Executive Officers and Convention Committee members for the same purpose as described in clause 13.02 b). Such leave shall not be unreasonably withheld.

ARTICLE 14

GRIEVANCE PROCEDURE

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- 14.01 A grievance is any written complaint made by the Union, an employee or group of employees regarding pay, working conditions, terms of employment or the interpretation, application, administration or alleged violation of this Collective Agreement including any question as to whether a matter is arbitrable.
- 14.02 Before submitting a grievance, an employee is expected to discuss the matter with her/his supervisor. An employee may, if she/he **so** desires, be assisted or represented by the Union during such discussions.

- 14.03 An employee may be represented by the Union at each step of the grievance procedure.
- 14.04 Grievances shall be submitted to the Human Resources Section at each step of the grievance procedure. The Human Resources Section 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 with a receipt stating the date on which the grievance was received signed by an authorized representative of the Human Resources Section or the Employer.
- 14.05 Step 1: An employee or the Union may submit a grievance in accordance with clause 14.04. The Director of Regional Office Branch is the authorized representative of the Employer at Step 1. The Director of Regional Office Branch may delegate this responsibility to the Regional Coordinators.
- 14.06 Step 2: If the grievance is not dealt with to the employee's satisfaction at step one, the employee or the Union may submit the grievance to Step 2 in accordance with clause 14.04. The National President or either the National Executive Vice-President or Branch Director delegated by the National President shall hear and determine the grievance.
- 14.07 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 14.04. The Human Resources Section is authorized by the Employer to agree with the Union on a mutually acceptable arbitrator to whom the grievance will be submitted.
- 14.08 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.

- 14.09 The Employer shall grant time off with pay to the grievor, her/his 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.
- 14.10
- 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 her/his representative within ten (10) working days of its receipt of the grievance at Step 1. A written reply will be given by the Employer to the grievor and her/his representative within twenty (20) working days from 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 paragraph 14.10 (b) in which to submit the grievance to the next step. The employee or the Union has twenty (20) working days from the expiry of the time limit at Step 2 in which to submit the grievance to arbitration.
 - d) The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Union representative. The Employer shall not invoke the need for translation as the sole reason for requesting such an extension.
- 14.11 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 of the grievance procedure may be eliminated by agreement of the Employer and the employee, and, where applicable, the Union.
- 14.12 Where the Employer discharges an employee, the grievance procedure set forth in this Collective Agreement shall apply except that the grievance may be presented at Step 2.

14.13 Where the Employer suspends an employee without pay, the grievance procedure set forth in this Collective Agreement shall apply except that the grievance may be presented at Step 2.

14.14 If a grievance is referred to an arbitrator pursuant to Article 14.07 (Step 3) or Article 14.17, the Employer and the Union shall share arbitration costs equally.

14.15 a) Grievance hearings shall be heard at a mutually agreeable location. First consideration shall be given to holding the hearing in the city in which the employee is employed. By mutual agreement the parties may conduct grievance hearings by conference telephone. If no agreement is reached, the hearing shall be heard in Ottawa. An employee from one of the bargaining units shall be granted time off with pay for grievance hearings provided the employee is the official representative at the hearing and the grievance is a CULE grievance.

b) Arbitration hearings shall be heard in the city in which the employee is employed unless otherwise agreed to by the parties. An employee from one of the bargaining units shall be granted time off with pay for arbitration hearings, provided the employee is the official representative at the hearing and the grievance is a CULE grievance.

Arbitration hearings for union/policy grievances shall be held in Ottawa unless otherwise agreed to by the parties.

14.16 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.

14.17 Expedited Arbitration

The Parties agree that, by mutual consent only, any grievance may be referred to the following expedited arbitration procedure:

- a) Grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) days from the date of referral, unless the hearing is delayed by mutual agreement between the Parties or by the Arbitrator;
- b) The Parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses;
- c) Whenever possible, the Arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing;
- d) When it is not possible to give an oral decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume of the reasons. The Arbitrator must render the written decision as soon **as** possible but at all times within ten (10) days of the date of the hearing;
- e) The decision of the Arbitrator shall not constitute a precedent and shall not be referred to in subsequent arbitrations;
- f) Such decisions may not be used to alter, modify or amend any part of the Collective Agreement, nor should any decision be incompatible with the provisions of the Collective Agreement;
- g) Such decisions from the expedited format shall be final and binding upon the Parties;
- h) The Arbitrator shall be chosen by mutual agreement between the Parties.

ARTICLE 15

STAFFING

15.01 New employees shall be considered to be on probation for a period of:

- twelve (12) months in the case of Unit I;
- six (6) months in the case of Unit II;

from the date of appointment.

15.02 The probationary period referred to in Clause 15.01 may be extended for just cause by the Employer, but any such extension shall not exceed a total of six (6) months. In the event that an employee's probationary period is extended, the Employer shall notify the employee, in writing, of such an extension. Said written notification shall include the Employer's reason(s) for extending the employee's probationary period as well as reasonable objectives to be met by the employee during such extension.

15.03 In the event that an employee is terminated during his/her probationary period, the Employer shall notify the employee, in writing of such termination and upon request of the employee, shall provide reasons for such termination. The Union will be notified of the action taken.

15.04 a) An employee who is granted leave or is seconded for a period of one (1) year or less under this Collective Agreement shall have the right to return to his/her former position upon the termination of such leave.

b) i) The parties recognize that employees working outside the National Capital Region (NCR) should have the right to return to their former positions after greater periods of leave under certain circumstances because of the limited placement opportunities with the Employer in regions outside the NCR.

- ii) An employee outside the NCR who is granted leave for a period of up to 3 years for care and nurturing leave or injury-on-duty leave, shall have the right to return to her former position upon termination of such leave.
- iii) An employee hired on a term basis as replacement staff in these circumstances may be relocated at Employer expense at the end of the specified term subject to the availability of a suitable position for which she is qualified and the successful candidate.

- 15.05 All indeterminate employees shall have the right to apply for a transfer into vacant or newly created positions within the bargaining unit. On or before the date a competition poster is issued for such positions, the Employer shall notify all employees by facsimile or e-mail of such positions. Applications for transfer must be submitted to the Human Resources Section on or before the closing date of the competition as specified in the competition poster.
- 15.06 Except as provided for in Article 15A, an employee who has been a member of the bargaining unit for more than three (3) consecutive years shall not be required to transfer.
- 15.07 Any term employee who commences employment following the signing of this agreement and who is continuously employed for a period of three years or more in the same position shall become an indeterminate employee. A part-time term employee will become a part-time indeterminate employee.
- 15.08 The Employer shall not require an employee to transfer for disciplinary reasons.
- 15.09 If an employee applies for and obtains a transfer or is required to transfer, he/she shall not be required to serve a new probationary period.

15.10 The promotion and/or transfer of employees to positions within and outside the bargaining unit, except positions excluded from the collective bargaining process, shall be based on the following factors:

- a) skill, competence, and efficiency;
- b) seniority,

Where the factors in paragraph (a) are relatively equal, seniority shall govern.

15.11 When an employee is the successful candidate in a promotional competition, he/she shall be placed on probation for a period of six (6) months if the position is in Unit I and four (4) months if the position is within Unit II.

15.12 a) When an employee is an unsuccessful candidate in promotional competition, the Employer shall notify said employee, in writing, of his/her lack of success. He/she shall be entitled to a post board interview, upon request, within twenty (20) working days of receiving notification of their lack of success. This post board interview may take place by telephone.

b) The employee shall be entitled to review, together with her/his representative, all information pertaining to her/his performance during the competition process. This shall include the marking scheme and her/his results, the applicable portions of the selection board report and recommendations, the relative ranking of candidates (not including individual candidates' marks with the exception of the successful candidate).

c) When an employee has been denied a request for transfer, the Employer shall advise the employee and give the reasons for denial in writing.

- 15.13 When a successful applicant who was an Employee of the PSAC prior to his/her new appointment in a position which constitutes a promotion is rejected on probation following such appointment, the Employer shall make every reasonable effort to place the Employee in a position at a classification level equivalent to his/her former position.
- 15.14 The increment date of an employee appointed in accordance with Clause 15.13 shall be the same as in the former position as if the appointment to the higher position had never been made.
- 15.15 The salary to which an employee becomes entitled upon appointment in accordance with Clause 15.13 shall be that to which the employee would have been entitled in the former position if the appointment to the higher position had never been made.
- 15.16 When it is anticipated that an employee will be away from the Regional Office for a period of more than two weeks due to leave or secondment and there is a request from that Regional Office to replace that employee, the Employer will engage in meaningful consultation with Regional Office staff.
- 15.17 Term employees are not eligible to apply in closed competitions before they have twelve (12) months service.
- 15.18 If a position is identified as bilingual by the Employer, and it is to be staffed on a non-imperative basis, indeterminate unilingual employees will be eligible to make written application, 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, to a total maximum of one year, for the purpose of language training and the Employer shall bear all costs associated with such training.

15.19 Employees covered by this Collective Agreement shall not be subject to lay-off during the term of this Collective Agreement.

15.20 a) The Union and the Employer are committed to employment equity. The parties agree to co-operate 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 14 of this Collective Agreement.

b) To this end, the Joint Employment Equity Committee (JEEC) 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 JEEC 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) The parties are committed to updating the current Employment Equity plan within one year of the signing of this and the AEU and UES collective agreements.

d) CULE will name up to one representative from each of CULE I and II bargaining units. There will be an equal number of Union and Employer representatives on the Joint Employment Equity Committee.

e) 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 two times per year).

f) As part of the development of Regional Staffing plans the Employer agrees to consult with the Union through the

Regional LMCC. As a regular part of regional LMCC's the Regional Coordinator will advise the Union of upcoming regional staffing initiatives and any recommendation(s) pursuant to the Employment Equity Plan as developed by the Regional Joint Employment Equity Committee.

ARTICLE 15(A)

EMPLOYMENT SECURITY

- 15(A).01 It is the policy of the Public Service Alliance of Canada that staff will have employment security.
- 15(A).02 Employees covered by this Collective Agreement shall not be subject to lay-off during the term of this Collective Agreement.
- 15(A).03
- a) Notwithstanding Clause 15(A).02, should an employee's position be declared surplus due to a reorganization, relocation of regional office beyond 100 Kilometers or a regional office closure, the employee(s) concerned shall be notified in writing as early as possible, but not less than six (6) months prior to the date his/her position is to become surplus.
 - b)
 - (i) Upon being notified, the employee(s) concerned shall be entitled, on a priority basis, to transfer into any vacant or newly created position with the same job description within the bargaining unit, provided he/she meets the language requirements of such vacant or newly created position.
 - ii) If the Employer transfers an employee to a position and the employee does not meet the language requirements, the Employer shall provide sufficient language training to meet the requirement at the Employer's expense. A time limit and process will be agreed to between the Employer and the employee

in which the employee will take the necessary language training. Such training will not exceed a two (2) year period.

- iii) In multi-person regional offices, the position(s) to be declared surplus shall be the position(s) occupied by the employee(s) in that regional office who has/have been a member of the bargaining unit for the shortest period of time.
 - iv) Upon being notified, the employee shall be entitled to transfer into any position for which he/she is qualified. Such qualifications shall be established in accordance with Clause 15.10.
 - v) If more than one (1) employee whose position has been declared surplus requests to transfer into the same vacant or newly created position, then the employee with the greatest seniority shall be transferred into the vacant or newly created position.
- c) (i) If there are no vacant positions available, the Employer agrees to create a position. This new position will be located wherever possible, in a location that is mutually acceptable to the employee and the Employer.
- (ii) If no agreement is reached on the location of the newly created position, the Employer will offer, in writing, a choice of two locations.

15(A).04 The Employer will be responsible for the costs incurred by such a transfer as defined by the PSAC Relocation Policy.

15(A).05 If the options identified in 15(A).03 (a), (b), (c), or (d) above are not agreed to by the employee, he/she may choose to separate voluntarily. On such separation, the employee shall have a choice of a voluntary separation package as defined below or, priority recall status for two (2) years.

A voluntary separation package shall be defined as:

- i) Eighteen (18) months' pay at current rates for CULE I members; or
- ii) Twenty-four (24) months' pay at current rates for CULE II members.

The current rate shall be defined as the rate of pay at the time of notice of surplus status. Acceptance of such voluntary separation package shall sever the employment relationship.

15(A).06 Notwithstanding Clause 15A.02 above, following the six (6) month notice period referred to in 15A.03(a), the employee may be laid off. Such employee shall have recall rights as per Clause 15A.05 above within ninety (90) days of notifying the Employer of their availability for recall. The provisions of clauses 15A.03 (b) (c) and (d) apply and 15A.04. Such recall rights shall remain in force for two (2) years from the date of lay-off.

An employee on lay-off status may opt for the provisions under 15A.05 above (voluntary separation package) upon notification to the Employer during the two (2) year lay-off period.

In addition to the two (2) year recall rights, an employee in the third year following the lay-off shall retain the right to apply on internal competition for any vacant position as if he/she were still an employee (For clarification, such provision also apply during the two (2) year recall period).

ARTICLE 16

DISCIPLINE

Just Cause and Burden of Proof

- 16.01
- a) No disciplinary measure in the form of a notice of discipline, suspension or discharge or in any other form shall be imposed on any employee without just, reasonable and sufficient cause and without receiving beforehand or at the same time a written notice showing the grounds on which a disciplinary measure is imposed.
 - b) When discipline is imposed on an employee, the Employer will advise the Union in writing the name of the employee who has been disciplined along with the fact that discipline has been imposed. The written notice shall be provided within 5 days of the notice mentioned in 16.01 (a).
 - c) In any arbitration relating to a 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

- 16.02
- 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 her/him in the grievance procedure nor at arbitration unless such report is part of the said file.
 - b) No report may be placed in the file or constitute a 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 her/him.

- c) Any unfavorable report concerning an employee and any report concerning an infraction shall be withdrawn from the file after a period of two (2) years from the date of the alleged infraction provided there is no further infraction of a similar nature.
- d) A verbal reprimand shall be considered as a disciplinary measure and shall be reported in the personnel file of the employee.

Access to Personnel File

16.03 Upon written request from an employee, she/he and/or her/his 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

16.04 a) The Employer agrees to notify an employee at five (5) working days in advance of an interview of a disciplinary nature. By mutual agreement this time-frame can be reduced to less than five (5) days.

The Employer agrees to indicate:

- i) her/his 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 her/his Union representative, the latter with the employee's permission, shall, before the meeting, have access to this file in accordance with Clause 16.03.
- b) The employee has the right to refuse to participate or to continue to participate in any interview of a disciplinary

nature unless she/he has received the notice herein above provided for.

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

16.05 a) Employees covered by this Collective Agreement, except probationary employees, shall not be subject to discharge except for just cause.

- b) Subject to the provisions of paragraph 16.05 (a), employees covered by this Collective Agreement shall not be subject to disciplinary action except for just cause.

ARTICLE 17

HOURS OF WORK AND OVERTIME

17.01 Specific to Unit I (17.01 a)

- a) The normal work week shall be thirty-five (35) hours per week, Monday to Friday inclusive and the work week will include five (5) working days.

Specific to Unit II (17.01 b)

- b) 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 7:30 a.m. and 5:30 p.m.

17.02 Specific to Unit I (17.02 a)

- a) In this Article 'overtime' means authorized work performed on a day of rest.

Specific to Unit II (17.02 b)

- b) "Overtime" means authorized work performed in excess of an employee's scheduled hours of work. However, when matters of consequence beyond the control of the employee necessitate the scheduling of unauthorized overtime, the Employer's consent after the fact shall not be unreasonably denied.

17.03 Overtime shall be compensated in either cash or in equivalent compensatory leave with pay as requested by the employee on the Application for Overtime Compensation form. Such compensatory leave with pay shall be taken at times convenient to both the employee and the Employer.

17.04 a) 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. The Employer may require the employee to provide proof they were precluded from liquidating this leave.

b) 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.

c) An employee may, notwithstanding 17.04 (b) make specific application to the employer to carry over Compensatory Leave in excess of the amount described in 17.04 (a) up to a maximum of a further 25 days. This will only be permitted if clear plans are agreed to in the taking of this leave and subject to operational requirements being met. Applications for excess carry over must be made sufficiently in advance of the year-end so that a decision can be made prior to December 31st. Failing mutual agreement, 17.04 (b) will apply.

17.05 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/her period of leave or reinstated for use at a later date, provided that any sick leave claim is supported by a certificate signed by a qualified medical practitioner.

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

17.07 The Employer will attempt to provide equitable distribution of overtime subject to the operational needs of the organization such as gender parity and skills required to perform work functions amongst members of the bargaining unit within individual Regional Offices.

Specific to Unit II (17.08)

17.08 If any employee is granted part-time employment, all benefits which normally would occur **as** a result of continuous full-time employment will continue to occur in proportion to the amount of part-time employment performed in relation to the amount of continuous full-time employment which normally would occur if the individual had been in continuous full-time employment.

17.09 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 (see Appendix "D" for example).

b) Job sharing will only be permitted when requested by an existing employee. 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.

- 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.

Specific to Unit I (17.10 to 17.13)

- 17.10 An 'honour system' shall prevail as to hours of work. Employees shall be responsible for the efficient administration of their respective regions subject to financial and policy direction by the Employer.
- 17.11 In order to determine the percentage of time spent on assigned duties, the Employer shall have the right to require an employee to record his/her time and activities.
- 17.12 Subject to Clause 17.13, an employee 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.
- a) Notwithstanding 17.12, when an employee works at PSAC National Conferences on a day of rest, he/she shall be entitled to be compensated for all hours worked when the overtime worked is authorized and in excess of seven (7) hours.
- 17.13 An employee shall be compensated for overtime worked on a day of rest at the following rates:
- a) for overtime performed on Saturday - at time and one half (1 1/2);
 - b) for overtime performed on Sunday and on Designated Paid Holidays - at double time (2).

Specific to Unit II (17.14 to 17.18 and 17.20 to 17.23)

- 17.14
- a) Subject to operational requirements as determined from time to time by the Employer, and subject to the provisions of clauses 17.15 and 17.16, an employee shall have the right to select and request to work flexible or staggered hours between 7:30 a.m. and 5:30 p.m. and such request shall not be unreasonably withheld but no regularly scheduled work day will be comprised of more than eight (8) hours.
 - b) 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.

17.15 Flexible Hours of Work

Subject to the provisions of clause 17.14 (a), (b), the Employer agrees that provided that the Regional Office is staffed between 9:00 a.m. and 4:30 p.m., an employee may, with the approval of the Employer, select to work flexible hours between the hours of 7:30 a.m. and 5:30 p.m.

17.16 Compressed Hours of Work

- a) Notwithstanding the provisions of this Article, the Employer agrees that provided that the Regional Office is staffed, by either a Unit I or Unit II employee, between 9:00 a.m. and 4:30 p.m. from Monday to Friday inclusive, an employee may, with the approval of the Employer, complete her weekly hours of employment in a period other than five (5) full days, provided that over a period of two (2) weeks, the employee works an average of thirty-five (35) hours per week and no more than eight (8) hours on any individual day. In every such period, the employee shall be granted days of rest on days not scheduled as normal work days for her.

- b) When an employee has selected to work on a compressed work week basis, leave with pay granted to such employee shall be converted into hours and shall be deducted from the employee's leave entitlement, converted into hours, on an hourly basis.

17.17 Any variation of hours of work as specified in clauses 17.15 and 17.16 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.

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

17.19 Rest Periods:

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

Overtime Compensation

17.20 Subject to Clause 17.22, an employee who is required to work overtime on her scheduled work day is entitled to compensation at the rate of one and one-half (1 1/2T) for all overtime hours worked.

17.21 Subject to Clause 17.22:

- a) an employee 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 time (2T) thereafter.
- b) an employee who is required to work overtime on Sunday or Designated Paid Holidays is entitled to compensation at double time (2T) for all hours worked.

17.22 An employee is entitled to overtime compensation under Clauses 17.20 and 17.21 for each completed fifteen (15) minute period of overtime worked by her:

- 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.

17.23 The Employer shall reimburse, up to a limit of six dollars (\$6.00) per hour, an employee who is responsible for family care for the cost of substitute care when an employee works outside of her regular hours of work. Requests for reimbursement shall be supported by appropriate receipts.

17.24 The Employer shall reimburse, at the rates established by the PSAC Family Care Policy, an employee to help overcome barriers in work situations which go beyond the regular routine. This would include extended campaigns requiring substantial evening work, working at in residence courses, and work that requires more than one overnight. For the purpose of this clause “family” means a relative permanently residing in the employee’s residence or for whom an employee shares custody. Requests for reimbursement shall be supported by appropriate receipts.

ARTICLE 18

COMPENSATION FOR TRAVEL

Specific to Unit I (18.01)

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

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

Specific to Unit II (18.02 to 18.03)

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

- a) On a normal working day on which she travels but does not work, the employee shall receive her regular pay for the day;
- b) On a normal working day on which she travels and works, the employee shall be paid:
 - i) 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 seven (7) hours period of work and travel, with a maximum payment for such additional travel time not to exceed seven (7) hours' pay **at** the applicable overtime rate of pay;

- c) On a day of rest or on a paid holiday, the employee shall be paid at the applicable overtime rate provided the total payment for such travel time does not exceed seven (7) hours at the applicable overtime rate. Except that if an employee travels and works on a paid holiday, her total compensation for travel and work on each such day shall not exceed seven (7) hours at the applicable overtime rate, exclusive of her normal salary entitlement for a holiday.

18.03

- a) An Employee who is required to work three (3) or more hours following her scheduled hours of work, shall be reimbursed her expenses for one (1) meal at the amounts specified at the current PSAC meal rate. Reasonable time to be determined by the Employer shall be allowed the Employee in order that she may take a meal break.
- b) An Employee who is required 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 her expenses for meals at the amounts specified at the current PSAC meal rate. An Employee shall be reimbursed her meal expenses only when she returns to work and works at least two (2) hours after the meal break.
- c) An employee, who is authorized to work overtime on a day of rest or on a designated paid holiday, and is required to use transportation other than that provided by normal public transportation services, she/he shall be paid:
 - i) mileage allowance at the applicable PSAC rate when the employee travels by means of his/her own automobile, or
 - ii) out-of-pocket expenses for other means of commercial transportation provided that the employee submits a receipt for reimbursement.
- d) If an employee is required to work on Employer business with prior approval, within his/her headquarters area at a conference, convention, or non residence advance courses and works over the dinner period, he/she may

claim the dinner amount specified at the current PSAC rate.

- 18.04
- a) For each night the employee remains in overnight travel status, he/she shall be entitled to be reimbursed for the cost of one ten (10) minute personal telephone call to the region in which he/she resides or the region where his/her spouse or child resides.
 - b) Employees who are parents of pre-teenage children shall be entitled to one ten (10) minute personal telephone call to the region in which she resides or the region where her child resides each night the employee remains in overnight travel status.
 - c) All such compensatow leave credits must be taken in leave and must be liquidated by April 1st in the year following that in which they were earned.

18.05 The Employer agrees to reimburse employees who are required to travel frequently, at least twice per month, an amount up to \$200.00 for purchasing a suitcase. Receipt is required.

- 18.06
- a) Employees who, at the request of the Employer, spend 35 nights per year away from their headquarters area shall be credited with two (2) days of compensatory leave.
 - b) Employees who, at the request of the Employer, spend an additional fifteen (15) (or multiple of fifteen) nights per year away from their headquarters area, shall be credited with one (1) day of compensatory leave for each fifteen night period.

ARTICLE 19

VACATION LEAVE

- 19.01 Effective on the first day of the month following the month during which this Agreement was signed, for each calendar month in which an employee earns at least seventy (70) hours 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 two (2) years of continuous employment;
 - b) one and two-thirds (1 2/3) days if he/she has completed two (2) years of continuous employment;
 - c) two and one-twelfth (2 1/12) days if he/she has completed twelve (12) years of continuous employment;
 - d) two and one-half (2 1/2) days if he/she **has** completed twenty (20) years of continuous employment.
 - e) an additional half (1/2) day if he/she has completed twenty-two (22) years of continuous employment and a further one-half (1/2) day for each additional year of continuous employment to a maximum of five additional days.
 - f) For the purpose of clause 19.01 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.
- 19.02 Leave will be credited pursuant to Article 19.01 effective January 1st of each year for employees who have a minimum of six (6) months continuous employment.
- 19.03 The Employer shall authorize the carry-over of vacation leave not exceeding one (1) year's entitlement.

- 19.04 If, by October 1st in a given year, the Employer has not authorized the carry-over of the balance of any vacation leave entitlement accruing for that year in accordance with Article 19.03, and the employee has not made known his/her wishes in respect of unused vacation leave accruing to the end of the year, the Employer may direct the dates on which such vacation leave shall be taken.
- 19.05 If an employee dies or otherwise ceases to be employed he/she or his/her estate shall, in lieu of earned vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his/her employment.
- 19.06 In the event of termination of employment for reasons other than death, the Employer may recover from any monies owed to 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.
- 19.07 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 her/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.
- 19.08 Where, during any period of vacation leave with pay, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses 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 was he/she was recalled, after submitting such accounts as are normally required by the Employer.

- 19.09 An employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under clause 19.08 to be reimbursed for expenses incurred by him/her.
- 19.10 a) The Employer shall make every reasonable effort not to cancel any period of approved vacation leave.
- b) Where 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, after the employee submits such accounts as are normally required by the Employer.
- 19.11 a) Subject to operational requirements, and with one month's advance request, the Employer shall make every reasonable effort to grant an employee his/her annual leave at dates specified by her/him.
- b) Notwithstanding Article 19.11 (a) and subject to operational requirements, the Employer may, for good and sufficient reasons, grant vacation leave for period less than five days on shorter notice.
- 19.12 a) When there are conflicting requests for vacation leave between employees covered by this Collective Agreement in a particular regional office, and it is not possible to accommodate both or all requests, seniority within the bargaining unit shall be the determining factor in the scheduling of vacation leave.

ARTICLE 20

SICK LEAVE

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- 20.01 An employee shall earn sick leave credits at the rate of ■ 1/4 days for each calendar month for which she/he receives pay for at least seventy (70) hours.

Granting of sick leave

- 20.02 An employee shall be granted sick leave with pay when she/he is unable to perform her/his duties because of illness or injury provided that:
- a) she/he satisfies the Employer of her/his condition in such a manner and at such times as may be determined by the Employer, and
 - b) she/he has the necessary sick leave credits.
- 20.03 Unless otherwise informed in advance, a statement signed by the employee stating that because of illness or injury, she/he was unable to perform his/her duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 20.02 (a).
- 20.04 An employee shall not be granted sick leave with pay during any period in which she/he is on leave of absence without pay or under suspension.
- 20.05 If an employee has insufficient credits to cover the granting of sick leave with pay under provisions of this Article, additional sick leave with pay may be granted, at the discretion of the Employer, subject to recovery of the value of any such advanced sick leave from any benefits accrued or subsequently accruing to the employee.
- 20.06 a) The Employer shall pay the premiums of both the employee's and the Employer's share of all benefit premiums, except the pension plan premium, for a period of up to one year for any employee who is on leave without pay (LWOP) because of illness. Such payments shall be repaid to the Employer by the employee, after the employee's return to work.
- Should the employee fail to return to work, the employee recognizes that she/he is indebted to the Employer for the amount paid as advanced payments of benefit premiums for the period in question.

- b) Notwithstanding 20.06 a) and 24.07, the Employer shall pay the Employer's contributions of welfare and benefit plans as defined in Article 24 of this agreement for an employee who is in receipt of Long Term Disability benefits.

20.07 When an employee is ready to return to work after an extended period of sick leave the following will apply.

- i) The employee must provide a declaration from the employee's Doctor that the employee is fit to assume the duties of the employee's position. Due notice must be provided to permit the employer to make appropriate arrangements.
- ii) If there is sufficient cause to require a second medical opinion regarding fitness for work and/or the progressive return to work plan is required, the employer will pay for such medical opinion and select the medical practitioner.
- iii) If the employee and the employee's Doctor feel that a progressively staged return to work is more appropriate, the employer, employee with his/her union representative will establish a progressive return-to-work taking into account medical recommendations and operational needs.

20.08 An employee who is terminated after one full year of L.W.O.P. on account of illness will, for a further 2 years, retain the right to apply on internal competitions for any vacant position as if she/he were still an employee.

20.09 Sick leave credits earned but unused by a term employee during a previous period of term employment in the PSAC shall be reinstated should the employee be re-hired within one (1) year from the end of the specified period of term employment.

ARTICLE 21

SPECIAL LEAVE WITH OR WITHOUT PAY

21.01 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.

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

- a) When a member of the employee's immediate family dies, the employee shall be entitled to bereavement leave with pay for a period of five (5) days for purposes relating to the bereavement and may, in addition, be granted up to three (3) days' leave with pay for the purposes of travel related to the death.
- b) In special circumstances and at the request of the employee, bereavement leave with pay may be extended beyond the day following the day of the funeral but the total number of days granted shall be consecutive, shall not exceed the number provided for in paragraph (a) above, and must include the day of the funeral.

- c) An employee is entitled to two (2) days' bereavement leave with pay for the purpose related to the death of his/her 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 her brother-in-law or sister-in-law, aunt, uncle, niece or nephew.
- e) If, during a period of compensatory leave, an employee is bereaved in circumstances under which she would have been eligible for bereavement leave with pay under paragraph (a), (b), (c), or (d) of this clause, she shall be granted bereavement leave with pay and her compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

21.03 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; or
- c) by subpoena or summons to attend as a witness in any proceeding in any case held:
 - i) in 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 his/her 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.

21.04 Spousal Union Leave

- 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 five (5) days' leave with pay for the purpose of getting married or for declaring spousal union.
- b) The employee will provide either a marriage certificate or a sworn affidavit certifying to the spousal union for the purpose of crediting the employee with the five days (5) with pay.
- c) For an employee with less than two (2) years of service, in the event of termination of employment for reasons other than death within six (6) months after the granting of spousal union, 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.
- d) Use of this benefit is limited to two (2) times during years of service at the PSAC.

21.05 Maternity Leave

- a) An employee who becomes pregnant shall notify the Employer at least two (2) weeks prior to the date on which she plans to begin her maternity leave of her intention to do so. This written notice must include the date on which she intends to begin her maternity leave, and a letter from her doctor indicating the baby's due date.

- b) Subject to sub-clause (c) of this clause, an employee who becomes pregnant shall be granted twenty-eight (28) weeks of leave without pay. This leave may begin at any time within seventeen (17) weeks of the baby's due date, and extends beyond the date of the baby's birth until the twenty-eight (28) weeks have expired. Maternity leave cannot be split. For greater clarity, maternity leave must be taken in a single, unbroken stretch.
- c) The Employer may:
 - i) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it before the full twenty-eight (28) weeks have expired.
 - ii) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy.
 - iii) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- d) In the event of complications, including but not limited to premature birth, the mother shall have the option of deferring maternity leave until the child is allowed to leave the hospital to go home. (That portion which is still unused). Return to work under this provision will require one month's notice to the Employer; less notice will be allowed by mutual consent of the employee and the Employer.
- e) Leave granted under this clause shall be counted in the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes. During such leave, the Employer will continue to pay its applicable share of pension and benefit plans.

- f) An employee who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to applicable provisions of the Employment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan. While in receipt of this allowance, the employee shall continue to accumulate annual leave and sick leave credits.
- g) An applicant under sub-clause (f) of this clause shall sign an agreement with the Employer providing:
 - i) that 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 maternity leave, unless this date is modified with the Employer's consent.
- h) Should the employee fail to return to work as per the provisions of sub-clause (g) or for reasons other than death or disability or if the debt is waived by mutual agreement, the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance.
- i) Employees shall have no vested right to payments under the plan, except to payments during a period of unemployment specified in the plan.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.

21.06 Parental Leave

- a) An employee shall receive twenty-one (21) hours of leave with pay for needs related to the birth or adoption of the employee's or employee's spouse's child.

- b) An employee requiring leave for reasons pertaining to the birth or adoption of a child joining their immediate family shall be granted up to thirty-five (35) weeks of leave without pay if the employee also took a period of maternity leave. If the employee did not take any maternity leave, the employee shall be entitled to thirty-seven (37) weeks of leave without pay. Parental leave cannot be split. For greater clarity, parental leave must be taken in a single, unbroken stretch.
- c) A notice that leave will be requested under this clause shall be made at least three (3) months prior to the expected date of commencement of that leave. The employee shall make every effort to keep the Employer informed of leave requirements.

Notice of leave requirement may be waived by the Employer.

- d) The Employer may:
 - i) defer the commencement of parental leave without pay at the request of the employee;
 - ii) require an employee to submit a birth certificate for the child or evidence of adoption.
- e) Parental leave without pay utilized by an employee-couple in conjunction with the birth or adoption of a child shall not exceed a total of seventy-two (72) weeks for both employees combined.
- f) Leave granted under this clause shall be counted in the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes. During such leave the Employer will continue to pay its applicable share of pension and benefit plans.

- g) An employee who provides the Employer with proof that he/she has applied for and is eligible to receive employment insurance benefits pursuant to applicable provisions of the Employment Insurance Act, shall be paid a parental leave allowance in accordance with the Supplementary Employment Benefit Plan. While in receipt of this allowance the employee shall continue to accumulate annual leave and sick leave credits.
- h) An applicant under sub-clause (g) shall sign an agreement with the Employer providing:
 - i) that he/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 he/she will return to work on the date of the expiry of her parental leave, unless this date is modified with the Employer's consent.
- i) Should the employee fail to return to work as per the provisions of sub-clause (h) or for reasons other than death or disability or if the debt is waived by mutual agreement, the employee recognizes that she is indebted to the Employer for the amount received as parental leave allowance.

Maternity and Parental Leave Supplementary Unemployment Benefits

21 07 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 EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.

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

- a) Where the employee is required to serve a two week waiting period for EI benefits, he or she shall receive an allowance of ninety-three percent (93%) of her or his weekly rate of pay for this "waiting period".
- b) up to a maximum of thirty-five (35) weeks' payments for those eligible under the applicable provisions of the Unemployment Insurance Act (parental leave), equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.

21.08. ■ Special Maternity and Parental Allowance for Totally Disabled Employees

- a) An employee who:
 - i) fails to satisfy the eligibility requirements specified in clause 21.07 and/or clause 21.08 solely because an entitlement to benefits under the Disability Insurance Plan (DI) or the Long Term Disability Insurance Plan (LTD) prevents her from receiving employment insurance benefits (EI), and

ii) has satisfied all of the other eligibility criteria, shall be paid, in respect of each week of maternity and/or parental leave, the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan or the LTD Plan.

b) An employee shall be paid an allowance under this clause for the same number of weeks for which she would have been eligible for an allowance under clause 21.07 and/or clause 21.08, had she been in receipt of benefits under the Employment Insurance Act.

21.09 a) For a full-time employee the weekly rate of pay referred to in clauses 21.07, 21.08 and 21.08.1 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 21.07, 21.08 and 21.08.1 above shall be the pro-rated weekly rate of pay to which she or he is entitled in her or his substantive position 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 21.07, 21.08 and 21.08.1 above shall be adjusted accordingly.

21.10 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.

- 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 the Employer's shares of the benefit plans outlined under Article 24 of this Agreement in effect at the time of signing.

21.11 Leave with Pay for Family Related Responsibilities

- a) Up to a total of 50 hours leave with pay will be granted in the categories below (21.11 b, 21.11 c and 21.11 d) in a calendar year
- b) Leave with Pay for Family Related Responsibilities
 - i) to provide for temporary care of a sick member of the employee's family;
 - ii) for appointments of a professional nature (doctor, dentist, therapist, lawyers, teacher, etc);
- c) Leave with Pay for Personal Responsibilities
 - i) for appointments of a professional nature (doctor, dentist, therapist, lawyers, teacher, etc);
 - ii) for moving (a maximum of one (1) day);
 - iii) for writing an examination for the purposes of professional development;
 - iv) for reasons of a personal nature (a maximum of two (2) days);

- d) Leave with Pay for Civic Responsibilities
- i) for working as a volunteer for a charitable organization or charitable activity (a maximum of one (1) day);
- e) For the purpose of this clause, family is defined as spouse (including common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse and foster children), parents (including step-parents or foster parents) not necessarily residing with the employee but requiring assistance, grandparents, mother-in-law, father-in-law, grandchildren, or any relative residing in the employee's household or with whom the employee permanently resides and anyone for whom the employee has power of attorney.
- f) Additional leave under this clause may be available to an employee in special circumstances at the Employer's discretion. The guiding principle that will be reasonably applied in the granting of such leave is that the employee must demonstrate that every reasonable effort was made to obtain other help in circumstances pertaining to (b) (i) and (ii).

Leave Without Pay for Relocation of Spouse

21.12

- a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.
- b) Leave without pay 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, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

- c) An employee who is granted leave under this clause must pay both the employee and the employer's shares of the benefit plans outlined under Article 24 of this Agreement in effect at the time of signing.

Injury-on-duty Leave With Pay

21.13 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, or eligible for, Workers' Compensation benefits as a result of:

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

and

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

if the employee agrees to remit to the Employer any amount received by him 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 his/her agent has paid the premium.

21.14 Personnel Selection Leave With Pay

Where an employee participates in a personnel selection process for a position in the Alliance Centre, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where her presence is **so** required.

21.15 Stress Leave With Pay

The employer agrees to allow each CULE 2 member 3 days of stress leave with pay. These 3 days will be prorated for part-time employees covered by CULE 2 jurisdiction. This leave must be used in each calendar year and does not carry over. Term employees in the CULE 2 jurisdiction will be entitled to 1 day of stress leave for each six months of continuous employment in the Bargaining Unit to be applied in the same manner as for indeterminate employees.

21.16 Other Leave With or Without Pay

The Employer may grant leave with or without pay to any employee requesting such leave for any purpose. Such request shall be made in writing. Such leave shall not be unreasonably withheld.

21.17 Special Leave Without Pay

The parties hereby agree that the Employer shall 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 shall grant further periods of leave without pay of up to one (1) year after an employee has completed each additional seven (7) 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 office. If more than one (1) employee employed in the same office 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) Requests for such leave shall be submitted in writing no later than six (6) months prior to the date of commencement of such leave. Such requests shall include the date of commencement and the date of termination of such leave.
- d) 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.
- e) 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 24 of this Collective Agreement. If the employee **so** chooses, she/he may pay the Employer and employee shares of the premiums for the PSAC Pension Plan during such periods of leave.
- f) An employee who **is** granted leave under this Memorandum of Agreement shall have the right to return to her/his former position upon the termination of such leave.
- g) This leave shall not be used in conjunction with any other leave without pay.

21.18 Deferred Payment Plan:

Employees covered by this Collective Agreement may participate in a deferred payment plan which provides for up to one (1) year of self-funded leave as outlined in regulations attached as Appendix "C" of this Collective Agreement. The Employer shall not be required to grant such leave during the same period of time to more than three (3) employees of each bargaining unit covered by this Collective Agreement. If more than three (3) employees from each bargaining unit submit a request for such leave which covers all or part of the same period of time, seniority shall be the determining factor in granting of such leave.

21.19 Leave Without Pay for the Care and Nurturing of Pre-School Age Children or Children with Special Needs

- a) i) At the request of an employee, leave without pay in one (1) or more periods of no less than one month 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 or children with special needs. 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.
- ii) At the request of the employee, she may return to work from maternity leave on a part-time basis for a period of time agreed to by both parties, such time period shall not exceed six (6) months.
- b) Leave without pay which is for a period of more than three (3) months, granted under this Clause, shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

- c) Notwithstanding (a) and (b), lesser leave and/or notice periods may be granted subject to mutual consent.

21.20 Leave Without Pay for the Compassionate Care of Family Member

- a) Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.
- b) For the purpose of this Article, family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), parents of spouse, child (including child of common-law spouse), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- c) Subject to paragraph (b), an employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions:
 - (i) an employee shall notify the Employer in writing the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
 - (ii) an employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

- d) Leave granted under this article shall be for a minimum period of one (1) week and a maximum of six (6) weeks.
- e) If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised of circumstances under which he or she would have been eligible for compassionate care leave without pay under paragraphs b) and c), the employee shall be granted compassionate care without pay and his or her paid leave credits shall be restored to the extent of any concurrent compassionate care leave without pay granted.

Compassionate Care Allowance

- f) An employee who has been on Compassionate Care Leave without pay, shall be paid a compassionate care allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan.
 - (i) has completed six (6) months of continuous employment before the commencement of leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of compassionate care benefits pursuant to the *Employment Insurance Act* in respect of insurable employment with the Employer.
- g) Compassionate Care Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where the employee is required to serve a two (2) week waiting period for Compassionate Care benefits under the *Employment Insurance Act*, he or she shall receive an allowance of ninety-three percent (93%) of his or her weekly rate of pay for this "waiting period", less any monies earned during this period.

- (ii) for each week in respect of which the employee receives Compassionate Care benefits, the difference between the gross weekly amount of the Employment Insurance Compassionate Care benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;

21.21 Compassionate Transfer of Special Leave Credits

The parties agree that indeterminate bargaining unit members may transfer, for compassionate reasons, their own vacation and/or compensatory leave credits to another indeterminate bargaining unit member as special leave credits. These transferred leave credits may only be taken as leave and may not be cashed.

Religious Leave

21.22 At the request of an employee time off with pay shall be granted to observe religious occasions in accordance with his/her religious beliefs. The total of leave with pay granted for Religious Leave, shall not exceed two (2) days. For additional Religious Leave, time off granted under this 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.

ARTICLE 22

PAID HOLIDAYS

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

- a) New Year's Day;
- b) A floating holiday to be scheduled in a manner similar to annual as described in 19.11 and 19.12. 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 celebration of the Sovereign's Birthday;
- f) Canada Day;
- g) Labour Day;
- h) The day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving;
- i) Remembrance Day;
- j) Christmas Day;
- k) Boxing Day;
- l) 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;
- m) Any day proclaimed by the Governor-in-Council as a holiday shall be included as a designated paid holiday for purposes of this Agreement.
- n) Heritage Day, to be celebrated as a floating holiday. This day shall be scheduled in a manner similar to annual leave as described in 19.11, 19.12. Should a day be proclaimed under "l", and should such a day be celebrated in February or March, the floating Heritage Day shall cease to exist. This floating day must be taken in the calendar year and cannot be banked for use in later calendar years.

- o) An employee is entitled to one-half (1/2) day leave with pay to attend a recognized function sponsored by an organization other than the employer during International Women's Week.
- p) For the purposes of celebrating National Aboriginal Day, an employee is entitled to one half (1/2) day leave with pay on June 21 to attend a recognized function sponsored by an organization other than the employer.

22.02 When a day designated as a paid holiday under Clause 22.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following her/his day of rest.

22.03 When an employee is required by the Employer to work on a paid holiday, she/he shall be entitled to be compensated for 3 1/2 hours when the overtime worked does not exceed 3 1/2 hours and shall be entitled to be compensated for seven hours when the overtime worked is in excess of 3 1/2 hours.

The applicable overtime rate shall be double time in addition to her/his regular pay for that designated paid holiday.

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

ARTICLE 23

SEVERANCE PAY

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

Retirement

- 23.02 An employee who is entitled to a pension under Section 7, 8 or 9 of the PSAC Pension Regulations shall, on retirement, be paid one week's pay at his/her current rate of pay for each completed year of continuous employment in respect of which he/she has not previously been paid severance pay. The final year will be prorated if less than a full year.

Resignation

- 23.03 (a) An employee who resigns and who, at the time of resignation, has sixteen (16) years of continuous employment, shall be paid one (1) week's pay at her current rate of pay for each completed year of continuous employment in respect of which she has not previously been paid severance pay. The final year will be prorated if less than a full year.
- (b) 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 three (3) consecutive working days.
- 23.04 An employee who resigns after six (6) or more years of continuous employment, and who does not qualify for severance pay under Clause 23.02 or 23.03, shall be paid one-half of one week's pay at her current rate of pay for each completed year of continuous employment in respect of which she has not previously been paid severance pay. The final year will be prorated if less than a full year.
- 23.05 Clauses 23.03 and 23.04 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

- 23.06 An employee whose services are terminated involuntarily for any reason other than discipline, shall be paid one (1) week's pay at his/her current rate of pay for each completed year of continuous employment in respect of which he/she has not previously been paid severance pay. The final year will be prorated if less than a full year.

Death

- 23.07 If an employee dies after one or more years of continuous employment, there shall be paid to his/her estate an amount determined in accordance with clause 23.02 despite the fact that the conditions specified in clause 23.02 may not have been fulfilled, and regardless of any other benefit payable.

Employees on Leave Without Pay from the Public Service of Canada

- 23.08 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 Service Employee but continues to be an employee of the Alliance, or
- b) Ceases to be a Public Service Employee 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 Clause 23.03, 23.04 or Clause 23.07, as applicable.

- 23.09 Upon request of an employee, an employee may elect to defer receipt of any portion of their severance pay, up to and including the full amount, to January 1st of the following calendar year.
- 23.10 Upon termination for any reason, the employee recognizes that he/she is indebted to the Employer for all monies owing to the employer and the amount will be deducted from monies owing to the employee.

ARTICLE 24

WELFARE PLANS AND BENEFITS

- 24.01 a) The Employer will pay (100%) of the premium for the Extended Health Care benefit plan. Employees must use pharmacies, which will accept direct payment from the insurer.
- b) Effective on the first day of the month following the month during which this Agreement was signed, 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) which will pay procedures in accordance with the Provincial Dental Association fee guide.

- c) Effective on the first day of the month following the month during which this Agreement was signed, the Employer shall pay one hundred percent (100%) of the premium for the Long Term Disability Plan (equal to or better than the plan in effect at the date of signing of this Collective Agreement).
- d) Effective January 1, 2009, the Employer shall pay 100% of the premium for a vision care benefit, which provides for \$450.00 per insured member per two years.

24.02 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.

24.03 The terms and conditions of the PSAC Pension Plan shall apply to employees covered by this Collective Agreement.

24.04 If the premiums paid by the Employer for any employee benefits are reduced as a result of any legislative change or other 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.

24.05 The Union shall be consulted on any proposed amendments or changes with respect to welfare plans and benefits.

24.06 For the purpose of this Article, excepting Clause 24.03 (Pension Plan), for each calendar month for which an employee receives pay for at least ten (10) days, the Employer shall pay her/his portion of the premium for the benefit plans as specified in this Article.

24.07 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 24.03 (Pension Plan).

24.08 Subject to the conditions in effect at the date of signing of this Agreement, and subject to Clause 24.05, all employees in the bargaining unit are entitled to the benefit plans specified in this Article from the date they become eligible except that Clause **24.03** (Pension Plan) shall apply to term employees after completion of six (6) months of continuous employment.

ARTICLE 25

EXPENSES AND ALLOWANCES

Specific to Unit I (**25.01** to **25.15**)

- 25.01**
- a) Employees who are in receipt of a car allowance on the date of signing this agreement shall be reimbursed in the following manner for the use of their privately owned automobiles on Employer business:
 - i) a car allowance of \$375.00 per month
 - ii) a kilometer allowance equal to 13 cents below the PSAC rate for Ontario at all times for all distance driven on Employer business.
 - b) Clause **25.01** (a) will only apply to new employees if the employer specifically requires the new employee to use his/her automobile on employer business based on MOA **#2** (Car Allowance Criteria).
 - c) When an employee has been granted leave for a period of four (**4**) or more consecutive months and whether or not that leave is granted all at one time or as a result of successive requests, the provisions of paragraph **25.01** (a) shall not apply to said employee during the period of such leave.

The employer may recover from future expense claims any overpayment of car allowances in cases where it was unknown initially that the leave would extend to four (**4**) months or more.

- d) When an employee works outside the bargaining unit at the Employer's request, he/she shall retain the car allowance for the first six (6) months of the reassignment.

25.02

- a) Where the employee is eligible under 25.01, the Employer shall be responsible for the cost of auto insurance premiums at the "good driver rate" including the supplementary business insurance, in accordance with 25.02 b) for as long as the employee owns the automobile and has insurance coverage to the following extent:

- \$1,000,000 public liability and property damage;
- \$250.00 deductible for collision or higher if prescribed by law;
- comprehensive coverage \$100.00 deductible or higher if prescribed by law;
- Accident Benefit Premiums where required by law.

Employees who, on the date of signing this agreement, have deductible for collision and/or comprehensive lower than those quoted above, may continue to maintain the coverage providing there is no additional premium cost for the lower deductible until such time as the insurance companies amend the amount of the deductible.

- b) For the purposes of 25.02 a)

- i) When eligible staff submit a claim for reimbursement of automobile insurance premiums the Employer will reimburse car insurance premiums up to \$2200 per year on presentation of receipt and confirmation of good driver status.

- ii) Notwithstanding the above, the Employer shall consider on a case by case basis any request for coverage above \$2200 per year where:

- a. The employee requires specially equipped vehicles, such as handicapped vehicles, or,
 - b. Employees for safety reasons purchase a four-wheel drive vehicle for use in rural areas with adverse driving conditions
 - c. There is a radical increase in insurance cost above \$2200.
- c) Furthermore, the parties agree that in instances where an employee is not otherwise covered by paragraphs 25.01 and 25.02 of this collective agreement, the employer will consider reimbursing the employee for the difference between their normal insurance rate (within the parameters of article 25.02) and a business insurance rate. This consideration will only be given when the employee works within a jurisdiction that requires the employee to purchase business insurance.
- d) The cost for any additional insurance premium such as:
- additional family member driver premium;
 - poor driver premium or any other factor which results in a premium cost beyond the lowest possible premium including any discounts for accident free, traffic violation free or years of driving experience. The employees who have a rate change as a result of an automobile accident, which was not their fault and not a result of inclement weather, shall not be penalized;
- shall be the responsibility of the employee.
- e) The employer shall reimburse the cost of Provincial automobile registration fees.

25.03 When, in the course of performing his/her duties for the Employer an employee is required, by the Employer, to use transportation other than his/her own automobile, the Employer will pay the full cost of such transportation.

25.04 For the purpose of Clause 25.05 and Clause 25.06, an employee shall be considered to be in travel status during each day when:

- a) he/she is out of his/her headquarters area on approved Employer business for a period of time which includes at least 7:00 a.m. to 1:30 p.m. or 11:30 a.m. to 6:30 p.m.; or
- b) he/she is out of his/her headquarters area on approved Employer business for a period of time which includes the supper hour and overnight accommodation is required; or
- c) he/she is required, by the Employer, to be in-residence at a commercial establishment on Employer business.

25.05 Travel Status Reimbursable Expenses - Applicable to Unit I & II

When an employee is in travel status, he/she shall be reimbursed in the following manner for expenses incurred while performing his/her duties for the Employer:

- a) Effective the first of the month following the date of signing of this Collective Agreement, for each day that the employee is in travel status and meals must be purchased by the employee, the amount of reimbursement shall be equivalent to the daily composite meal and incidental allowance as per the PSAC Travel Directive.
- b) This amount will be reduced by the meal amounts specified in the PSAC Travel Directive for meals provided by the Employer.
- c) For each day that the employee is in travel status and the Employer pays for the employee's meals, the amount of reimbursement shall be \$10.00 per day to cover incidental expenses.

- 25.06 (a) When an employee is not in travel status, he/she shall receive \$8.50 per day for each day worked, including authorized days worked as overtime. Said daily amount shall provide reimbursement to employees for representation expenses and meter parking.
- (b) If an employee is required to work on Employer business, with prior approval, within his/her headquarters' area at a conference, non-residence advance courses, facilitating a course or training or negotiations and works over the dinner period, he/she may claim the dinner amount specified at the current PSAC dinner rate instead of the \$8.50 daily allowance provided in 25.06 (a).
- 25.07 When, in the course of performing his/her duties for the Employer, an employee requires overnight accommodation, he/she shall be reimbursed the cost of hotel accommodation upon the provision of receipts. If the employee chooses to make private arrangements for overnight accommodation, he/she shall be reimbursed at the rate of \$50.00 per night.
- 25.08 Employees shall receive a free parking space at or near their place of employment.
- 25.09 Upon the provision of receipts, employees shall be reimbursed for all parking expenses incurred while performing their duties for the Employer.
- 25.10 Employees shall be reimbursed for all toll fees incurred while performing their duties for the Employer.
- 25.11 When an employee is transferred at the Employer's request or is required to transfer by the Employer or is the successful candidate in a promotional competition which results in a relocation, the employee shall only be reimbursed for removal expenses (including meals and incidentals) in accordance with PSAC Policy. This reimbursement will be the lowest of three (3) estimates, whenever possible, for the removal of household effects and payment will be by separate cheque.

- 25.12 For the purpose of Article 25.01 (car allowance), for each calendar month for which an employee receives pay for at least ten (10) days, the Employer shall pay the entire car allowance. For any month for which the employee receives pay for less than ten (10) days, the Employer shall not pay any car allowance.
- 25.13
- a) The Regional Representative, Regional Organizer and Administrative Personnel for the Yukon Territory, Northwest Territories and Nunavut Territory shall continue to receive those benefits and allowances governed by the Isolated Posts Directive of the Public Service Alliance of Canada or similarly named manuals and regulations of the Treasury Board of Canada as amended from time to time.
 - b) Notwithstanding the provisions of the Directive, employees subject to the provisions of the Directive may, on occasion, choose not to fly south and may claim expenses, supported by appropriate receipts, for travel in the north providing the cost does not exceed the costs they would have been entitled to under the provisions of the Directive. Parties agree that January 1 will be the annual date used to determine the airfare for calculating all the entitlements claimed under this provision.
 - c) The Employer agrees to negotiate with the Union any changes in the benefits and/or allowances referred to in paragraph 25.13 (a).
 - d) Employees in receipt of benefits and allowances pursuant to paragraph 25.13 (a) shall, notwithstanding article 1.11.2 of the Directive, receive 93% of the allowance which they were receiving in the period immediately preceding the commencement of their maternity leave.
- 25.14 When an employee is required by the Employer to perform duties outside of his/her region with less than seven (7) days prior notice, the Employer shall reimburse the employee actual cost to cover the cost of additional family care expenses. All claims must be supported by receipts.

For the purpose of this clause "Family" means a relative permanently residing in the employee's residence.

- 25.15 In addition to paying the specific allowances, benefits and reimbursable expenses outlined in this Article, the Employer shall reimburse employees for other reasonable expenses incurred while performing their duties for the Employer, provided that the employee has received prior authorization for such expenses and that such expenses are supported by receipts.

ARTICLE 26

EDUCATION AND TRAINING

- 26.01 An employee who undertakes a training course outside her/his normal hours of work may, at the discretion of the Employer, be reimbursed in whole or in part for the direct expenses 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.
- 26.02 To be eligible to receive reimbursement, the employee must 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 a excellent record of attendance.

- 26.03
- a) Full reimbursement of the direct expenses of instruction will be made in some circumstances, fifty percent (50%) in others, and in some circumstances no reimbursement. In making its decision, the Employer will consider the immediacy and the degree to which additional training can be applied to the work.
 - b) Full reimbursement of the direct expenses of instruction may be approved in situations in which a specific training need in relation to the present work of an employee has been identified. Reimbursement of fifty percent (50%) of the direct expenses of instruction is applicable in other cases where need is less specific, or is based more on opinion than rigorous analysis. This would include situations in which the need cannot be determined precisely, where there is no immediate link between completion of training and assignment of new work to the trainee, or where training anticipates long-term general needs of the Employer.
 - c) Reimbursement will not be approved for training which does not, as a minimum, relate directly to the general need of the Employer and to the reasonable career aspirations of employees.

26.04 In certain instances, the Employer may require the employee to give a written undertaking to continue her/his employment with the Employer 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 her/his employment.

Examination Leave With Pay

26.05 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 her/his qualifications. Such leave shall not be unreasonably withheld.

26.06 Attendance at PSAC Training Courses and Conferences

- a) Administrative personnel shall have the opportunity to attend Advanced PSAC Courses including the Alliance Facilitator Training Course where the subject matter is applicable to their jobs or is related to career development. Applications to attend these courses should meet the established deadlines and approval to attend will be based on operational requirements and the availability of seats.
- b) Administrative personnel will have the opportunity to attend PSAC Conferences, i.e. the Organizing, Health and Safety, Education and Women's Conferences as training related to a career development plan or developmental position.
- c) If an employee attends a course or conference under either (a) or (b) above, and they are required to attend sessions on their days of rest, they will be reimbursed in accordance with clause 17.13 (a) and (b).

26.07 Pre retirement Training

- a) at the request of an employee, leave with pay once in an employee's career shall be granted to attend:
 - (i) a retirement seminar sponsored by the PSAC and/or;
 - (ii) A retirement seminar sponsored by an agency other than the PSAC.
- b) Registration costs to a maximum of \$500.00 shall be paid by the Employer.
- c) Such registration shall not be used in conjunction with other similar pre-retirement programs that may be reimbursed by the Employer.

ARTICLE 27

EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE WITH PAY

Education Leave Without Pay

- 27.01 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 his/her 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.
- 27.02 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 his/her annual rate of pay as provided for in Appendix "A" of this Collective 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.
- 27.03 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.

27.04 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 he/she has undertaken to serve after completion of the course;

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

Career Development Leave With Pay

- 27.05
- 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 his/her 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.

- 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 paragraph 27.05 (a) above. The employee shall receive no compensation under Article 17 (Hours of Work and Overtime) and Article 18 (Compensation for Travel) during time spent on career development leave provided for in this clause. Such request shall not be unreasonably withheld. Such applications shall be responded to within 30 days.

- 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.

Specific to Unit II (27.06 to 27.07)

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

- 27.07 Employees covered by this Collective Agreement attending PSAC weekend courses, with prior approval, shall be entitled to equal time off at a mutually acceptable date.

- 27.08 Employees covered by this collective agreement attending meetings or other labour functions not otherwise covered by this collective agreement, with prior approval, shall be entitled to equal time off at a mutually acceptable time.

ARTICLE 28

NO STRIKE - NO LOCK-OUT

28.01 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.

28.02 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.

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 an employee's workplace shall result in forfeiture of pay by the employee.

28.03 The parties agree that if the Employer locks out one of the CULE Bargaining Units and the members of the locked out Bargaining Unit establish a picket line, members of the other Bargaining Unit shall have the right not to cross the picket line. It is agreed that if the workers who do not cross the picket line in this circumstance work for the Employer (or are available to do work for the Employer) the said workers shall not forfeit pay.

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

ARTICLE 29

HEALTH AND SAFETY

PREAMBLE

29.01 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.

JOINT HEALTH AND SAFETY COMMITTEE

29.02 The parties agree to establish a Joint Health and Safety Committee representing the employees' Union and the Employer at the Headquarters/Branch level and a Joint Health and Safety Committee in each of the regions of the Regional Coordinators. Meetings of the Regional Health & Safety Committees will normally be held in conjunction with Regional Union Management Consultation Committee Meetings.

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 accidents involving members of the bargaining unit when necessary as determined by the Committee.

FIRST-AID TRAINING

- 29.03 The Employer will encourage employees to take first-aid 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.

SPECIAL EXAMINATIONS

- 29.04 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.

MEDICAL EXAMINATIONS

- 29.05 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.

OPERATING PROCEDURES

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

INJURED EMPLOYEES

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

HEALTH AND SAFETY INFORMATION

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

DANGEROUS SITUATIONS

- 29.09 When an employee refuses to work in cases of dangerous situations in accordance with the applicable Provincial Occupational Health and Safety Legislation, the employee shall not be disciplined.
- 29.10 A pregnant employee will have the right to refuse to perform duties when she has reasonable cause to believe that performing those duties may put her or her fetus at risk. An employee who exercises this right shall be assigned other duties with no loss of pay.

GRIEVANCE PROCEDURE

- 29.11 The existence of health and safety hazards in the workplace is subject to Article 14 (Grievance Procedure) of this Collective Agreement.

VIDEO DISPLAY TERMINALS

- 29.12
- a) After each forty-five (45) minutes of continuous operation on a VDT, a VDT operator shall be relieved of such duties for a period of 15 minutes.
 - b) A pregnant VDT operator may request reassignment from VDT duties without loss of pay or benefits for the remainder of her pregnancy by forwarding a written request to the Employer.

RECREATION ALLOWANCE

- 29.13
- a) The parties agree that there is a need to participate in some recreational activity to alleviate stress associated with the work functions. To this end the employer agrees to reimburse all employees up to \$650.00 per year paid on the first pay in January effective January 1, 2005.
 - b) The recreational allowance will be pro-rated at 1/12 of the annual amount for each month for which an employee receives pay for at least seventy (70) hours.

- c) Term employees will be required to submit a claim for reimbursement on or after January 1st in any year. If the term employee ceases to be an employee prior to January 1st, the term employee may claim 1/12 of the allowance for each month for which an employee receives pay for at least seventy (70) hours.

EMPLOYEE ASSISTANCE PROGRAM

- 29.14 a) The Alliance and the Unions representing its employees - the Canadian Union of Labour Employees, and the Alliance Employees' Union recognize that almost any human problem can be successfully treated provided that it is identified in its early stages and referral is made to the appropriate resources. This is true whether the problem involves alcoholism, drug abuse, finances, physical illness, mental or emotional stress, marital or family distress or other concerns. These are health and behavioral problems which may have profound impact upon the lives of those employees affected, their families and/or their job performance. The Unions and the Alliance recognize that the structure and amount of the workload performed by the Alliance employees may greatly contribute to causing these sorts of problems.

- b) Therefore the Alliance and the Unions representing its employees wish to foster and maintain an attitude of assistance towards the resolution of such problems when encountered by any employee, at any level. It is recognized, however, that successful resolution of such problems requires a high degree of the employee's personal motivation and willing cooperation. It is also recognized that relief staff shall be required if an employee is found to need extensive time off work.

- 29.15 The Employer agrees to undertake a pilot project in an effort to make workplaces "scent free". The project terms will include:

- assessment by staff;
- periodic assessment by members;

- notices to members involved in a scent free project;
- during the pilot project, all training courses will be advertised as scent free;
- periodic assessment as to the effectiveness of the project.

29.16 The Employer undertakes to provide to the National Health and Safety Committee, once every three (3) months, a summary of injuries for review and discussion by the Committee. The Employer will also provide, on request, a list of bargaining unit employees who have applied for Workers' Compensation benefits.

29.17 Where necessary, employees required to use their vehicle shall be reimbursed up to \$35.00 for the purchase of a winter survival package for the automobile.

ARTICLE 30

BILINGUALISM ALLOWANCE

30.01 The Employer agrees that a Bilingualism Allowance of \$1,200 per year shall be payable to all eligible employees covered by this Collective Agreement who are required by the Employer to use more than one language when communicating, either orally or in writing, when such employees are recognized by the Employer as meeting the language proficiency requirements for their position.

For greater clarity, employees who use another language which is considered an asset by the employer would also receive such an allowance.

30.02 An eligible employee shall be entitled to receive the Bilingualism Allowance for any month in which the employee has received a minimum of ten (10) days' pay.

- 30.03 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.
- 30.04 The Bilingualism Allowance shall be a flat annual amount of \$1,200 calculated on a monthly basis and payment will be included in the normal bi-weekly pay cheque.
- 30.05 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 Long Term Disability Plan
 - Worker's Compensation
 - PSAC Group Life Insurance
 - Employment Insurance
- 30.06 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.
- 30.07 When an employee is notified by the Employer that she/he 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.
- 30.08 The Bilingualism Allowance shall be payable to an eligible person employed on a casual or temporary basis.

ARTICLE 31

PAY

- 31.01 An employee is entitled to be paid for services rendered at the pay specified in Appendix "A" of this Collective Agreement for the classification of the position to which he/she is appointed.
- 31.02 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.
- 31.03 The increment period shall be as specified in Appendix "A" (Rates of Pay).
- 31.04 When an employee is promoted he/she shall be entitled to that rate of pay in the salary scale of the classification level to which he/she is promoted which provides an increase in an amount not less than the lowest annual increment provided for in the new salary scale.
- 31.05 If an employee is promoted on a date which coincides with the date on which he/she would otherwise have received a salary increment in respect of his/her previous position, such salary increment shall be deemed to have been duly authorized before determining the rate of pay applicable to him on promotion.
- 31.06 Except when circumstances are beyond the control of the Employer, an employee shall be paid every two (2) weeks and shall be provided with a statement indicating his/her gross and net entitlements and details of all deductions.
- 31.07 Reimbursement of all retroactive pay, benefits and allowances and application of new salary rates, new benefits and new allowances and all adjustments shall be made by the Employer within sixty (60) days of the date of signing of this Collective Agreement.

- 31.08 When an employee is required in writing by the Employer to perform for a temporary period of at least three (3) consecutive working days, the duties of a higher position than the one held by his/her, such employee shall be paid acting pay from the first day of such temporary period, calculated as if he/she 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 increment which might apply to the higher position during the acting period. Designated paid holidays (but not CDO's) shall be counted as time worked for the purpose of determining the qualifying period of five (3) consecutive working days.

ARTICLE 32

PART-TIME EMPLOYEES TO WHOM THIS AGREEMENT APPLIES

Specific to CULE II

- 32.01 Except as otherwise specified in this Article, the provisions of this Collective Agreement apply to part-time employees.
- 32.02 "Part-time employee" means a person employed by the Alliance who is required to work less than thirty-five (35) hours per week and works at least seventeen and one half (17 1/2) hours per week.
- 32.03 The scheduled work week for a part-time employee shall be at least seventeen and one half (17 1/2) hours, from Monday to Friday inclusive as determined by the Employer.
- 32.04 The minimum of seventeen and one half (17 1/2) hours per week may, with the approval of the Employer, be averaged over a two (2) week period.

32.05 Overtime for a part-time employee means authorized work performed in excess of seven (7) hours on a scheduled work day;

or

Authorized work performed in excess of thirty-five (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.

32.06 Subject to Clause 32.08, a part-time employee shall earn vacation leave credits for each calendar month in which she received pay for at least thirty-five (35) hours.

32.07 Subject to Clause 32.08, a part-time employee shall earn sick leave credits for each calendar month in which she receives pay for at least thirty-five (35) hours.

32.08 For the purpose of this Article, a part-time employee shall accumulate vacation and sick leave credits on the basis of the proportion that her weekly hours of work as determined and authorized by the Employer at the time of appointment, compared with the normal hours of work of full-time employees.

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

32.09 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)

- 32.10 A part-time employee is entitled to be paid for services rendered in accordance with Clause 31.08, at the hourly rate.
- 32.11 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 she receives pay for at least thirty-five (35) hours.
- 32.12 The amount of the Bilingualism Allowance payable to an eligible part-time employee shall be determined on the basis of the proportion that 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.
- 32.13 A part-time employee is eligible to receive call back and reporting pay as outlined in Article 33 on a scheduled working day on which she has worked seven (7) hours or on a day of rest or a designated paid holiday.
- 32.14 Qualified full-time employees shall be given first opportunity to receive call back and reporting pay as outlined in Article 33 of this Agreement.
- 32.15 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 her scheduled daily hours of work **as** determined and authorized by the Employer at the time of appointment.
- 32.16 Notwithstanding anything else in this Article, if a part-time employee temporarily works or will temporarily work 35 hours a week (i.e. full-time) for a period of 4 weeks or more, the employee will receive benefits as if the employee was a full time employee for the period of full time work.

ARTICLE 33

CALL BACK AND REPORTING PAY

- 33.01
- a) When an employee is recalled to her place of work after having completed her normal hours of work and having left her place of work, or
 - b) When an employee is required to report and reports to work on a day of rest or a designated paid holiday she shall be paid the greater of:
 - i) compensation at the applicable overtime rate for all hours worked, or
 - ii) a minimum of four **(4)** hours' pay at the straight-time rate provided that the period of overtime worked by the employee is not contiguous to the employee's normal hours of work.

33.02 When an employee, who is recalled to her place of work or reports to work on a day of rest or on a designated paid holiday in accordance with Clause 33.01, is required to use transportation other than that provided by normal public transportation services, she shall be paid:

- a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use her automobile when the employee travels by means of her own automobile, or
- b) out-of-pocket expenses for other means of commercial transportation provided that the employee submits a receipt for reimbursement for any amounts over \$5.00, or
- c) out-of-pocket expenses, if any, for parking.

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

33.03 Clauses 33.01 and 33.02 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 four (4) hours' pay at the straight-time rate provided that the period of overtime worked by the employee is not contiguous to the employee's normal hours of work.

ARTICLE 34

UNION LABEL

34.01 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 35

STATEMENT OF DUTIES

35.01 Upon request, the Employer shall provide an employee within ten (10) days a copy of his/her complete and current statement of duties.

- 35.02 Prior to the introduction or modification of job statements for positions within the bargaining unit or the introduction of job statements for newly created positions, the Employer shall engage in meaningful consultation with the Union representatives of the bargaining unit under Article 12 in order to ensure that the content of such job statements accurately reflects the duties and responsibilities actually being performed, or to be performed, by the employees.
- 35.03 If the Employer creates any new position(s) for which the salary rate(s) are not specified in this Collective Agreement between the parties, or substantially alters the duties and/or responsibilities of any existing position(s), this Collective Agreement between the parties shall be re-opened in order to allow the parties to negotiate a mutually acceptable salary rate(s).
- 35.04 The Employer agrees that there will be no down-grading or red-circling as a result of the operation of this Article.
- 35.05 In the event that the Employer creates any new position (which did not exist on the signature of this Agreement), it undertakes to inform the Union of the creation of this new position together with the Employer's position as to whether such position is to be recognized as being part of the bargaining unit. Upon a written request from the Union to this effect, the Employer shall meet with the Union in order to discuss management's position on the inclusion or exclusion of this position in the bargaining unit.
- 35.06 In the event that the parties fail to agree on whether such position shall be included or excluded, either party may refer the case to the Ontario Labour Relations Board for decision.

ARTICLE 36

TECHNOLOGICAL CHANGE

- 36.01 "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 her operations and any change in work methods and operations affecting one or more employees.
- 36.02 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.
- 36.03 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 his 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.
- 36.04 Pertinent information included: The notice mentioned in clause 36.03 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.

36.05 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.

36.06 Protection of employees: In order to render effective the principle established in clause 36.02, 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 she requires during his/her 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/her classification, or its equivalent, in the bargaining unit.

36.07 The Employer shall ensure that the training of members of this bargaining unit will consist of:

- a) training from the particular company;
- b) training from the Employer on internal applications.

36.08 Where provincial health plans exist it is the employees responsibility upon the introduction of VDT equipment to have:

- a) an initial eye exam
- b) yearly exams for as long as the employee is required to work at Video Display Terminals.

Where no such plans exist or where existing plans are canceled, the Employer shall bear the costs of annual eye examination.

ARTICLE 37

PAY EQUITY

37.01 The parties are committed to pay equity. A Joint Union Management Committee shall be established to implement pay equity.

The parties are committed to pay equity as per MOA 12. A joint Union management committee shall be established and shall meet at the request of either party for the purposes of establishing and maintaining pay equity within the Alliance Family.

The Joint Committee shall be in existence to develop, implement and monitor pay equity.

When agreement cannot be reached at the committee level, the following steps shall be followed to resolve any dispute:

- i) The committee will meet with a Pay Equity Commission Review Officer;
- ii) A pre-hearing conference will be conducted;
- iii) Tribunal.

Should a dispute not be resolved before the tribunal stage, all costs associated with the tribunal shall be shared equally by the parties.

ARTICLE 38

INCOME AVERAGING LEAVE

38.01 The Employer may grant leave without pay for a period of between 5 weeks and 3 months to indeterminate employees within the bargaining units within a specific 12 month period.

Approval of such arrangement is subject to operational requirements and will be approved on an equitable basis within the organization. This 12 month period shall be a consecutive period of time and does not need to be a calendar year. The terms and conditions governing this leave shall be as follows:

- a) Pay for participating employees would be reduced and averaged out over the year to reflect the reduced time at work.
- b) Pension and benefit coverages, as well as premiums or contributions, will continue at pre-arrangement levels.
- c) Pension and benefit coverages during the leave without pay period will continue at pre-arrangement rates and the employee is responsible for their share of pension and benefit contributions. No vacation or sick leave credits will be earned during the period of leave without pay.
- d) Changes to an approved leave arrangement may be made only in rare and unforeseen circumstances, and with 30 days prior notice to the employee.
- e) Employee-requested changes to, or cancellation of, leave arrangements must occur and take place within the originally approved 12 month income averaging arrangement.
- f) Changes to the leave arrangements by the employee must be provided in writing, with reasonable notice.
- g) This period of leave without pay will not be extended by any other periods of leave with or without pay.
- h) Employees are eligible to apply for an income averaging leave arrangement once every 3 years.
- i) Application for Leave with Income Averaging – Arrangement is contained in Appendix E.

ARTICLE 39

CULE SOLIDARITY FUND

The Employer shall contribute an annual lump sum of five thousand dollars (\$5,000) to the CULE Solidarity Fund. Contributions to be remitted to the CULE Treasurer on May 1st of each year.

ARTICLE 40

MODIFICATION, TERM, RENEWAL OF AGREEMENT

- 40.01 Unless otherwise expressly stipulated, the terms and conditions of this Collective Agreement shall become effective on the date of signing and shall remain in force and effect from year to year thereafter unless either party gives to the other party notice in writing that it desires its termination or amendment.
- 40.02 Either party desiring to propose changes or amendments to this Collective Agreement shall, within ninety (90) days prior to the expiry date, give notice in writing to the other party. Such notice shall contain the proposed changes or amendments desired, A meeting of the parties will be convened within twenty (20) days of the date on which the notice was served to commence bargaining.
- 40.03 The parties hereto shall adhere fully to the terms of this Collective Agreement during the period of bonafide collective bargaining and if negotiations extend beyond the expiry date of the Collective Agreement, the terms and conditions shall continue in force and effect until a new Collective Agreement is signed or until fourteen (14) days after the release of a No-Board Report by the Ontario Minister of Labour, whichever occurs first.
- 40.04 This Collective Agreement may be amended by mutual consent of the parties.

40.05 This Agreement shall be binding and remain in effect from May 01, 2007 to April 30, 2010. -A-

40.06 The rates of pay outlined in Appendix "A" of this Collective Agreement will apply to all those individuals who have left the Employ of the Alliance prior to the signing of this Collective Agreement provided that these former employees make application for the retroactive salary increase.

Signed this ____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

APPENDIX "A" RATES OF PAY

Effective Date		MIN	Step 2	Step 3	Step 4	MAX
<u>Level 6</u>						
	From	45,695	47,065	48,477	49,932	51,429
30-Apr-07	X	46,372	47,761	49,194	50,671	52,190
1-May-07	3.00%	47,763	49,194	50,670	52,191	53,756
1-May-08	3.76%*	49,559	51,044	52,575	54,153	55,777
1-May-09	2.00%	50,553	52,068	53,629	55,239	56,897
<u>Level 7</u>						
	From	50,502	52,017	53,578	55,185	56,840
30-Apr-07	X	51,249	52,787	54,370	56,001	57,681
1-May-07	3.00%	52,786	54,371	56,001	57,681	59,411
1-May-08	3.76%*	54,771	56,416	58,107	59,850	61,645
1-May-09	2.00%	55,870	57,547	59,273	61,051	62,882
<u>Level 8</u>						
	From	55,310	56,968	58,679	60,438	62,252
30-Apr-07	X	56,128	57,811	59,547	61,333	63,173
1-May-07	3.00%	57,812	59,545	61,333	63,173	65,068
1-May-08	3.76%*	59,986	61,784	63,640	65,549	67,515
1-May-09	2.00%	61,188	63,025	64,916	66,863	68,869
<u>Level 9</u>						
	From	60,118	61,921	63,779	65,692	67,661
30-Apr-07	X	61,008	62,838	64,723	66,664	68,663
1-May-07	3.00%	62,838	64,723	66,665	68,664	70,723
1-May-08	3.76%*	65,201	67,157	69,172	71,246	73,382
1-May-09	2.00%	66,509	68,503	70,559	72,675	74,855
<u>Level 10</u>						
	From	64,925	66,874	68,879	70,946	73,074
30-Apr-07	X	65,886	67,863	69,899	71,996	74,156
1-May-07	3.00%	67,863	69,899	71,996	74,156	76,381
1-May-08	3.76%*	70,415	72,528	74,704	76,945	79,254
1-May-09	2.00%	71,827	73,982	76,201	78,487	80,843
<u>Level 12</u>						
	From	75,957	78,237	80,583	83,001	85,491
1-May-05	X	76,517	78,814	81,178	83,613	86,122
26-Apr-06	X	78,431	80,785	83,208	85,704	88,275
1-May-07	3.00%	80,784	83,209	85,704	88,275	90,923
1-May-08	3.76%*	83,822	86,338	88,927	91,595	94,343

APPENDIX "B"

Harassment Complaint Procedure

Any employee can initiate a complaint of harassment as described in Article 5 of this collective agreement. When an employee feels they are being harassed, the following steps shall apply:

STEP 1 (Initial)

Each party to the collective agreement shall appoint an harassment complaint coordinator or where appropriate harassment complaint coordinators. Any employee with an allegation of harassment shall first contact their respective harassment complaint coordinator. The harassment complaint coordinator and the complainant will determine whether the conduct which gave rise to the complaint might constitute harassment, as defined by Article 5 of the collective agreement, and will consider the best approach to address the concern. The harassment complaint coordinator shall contact the alleged harasser to advise them that an allegation of harassment has been made and with a view to resolving the problem. In situations where employee(s) outside of one union's bargaining unit is involved, the respective harassment coordinator(s) may also be contacted.

It is understood that a complaint is to be addressed with all possible confidentiality and dispatch and that all parties to a complaint are expected to keep all matters relating to the complaint strictly confidential.

Frivolous complaints or complaints filed in bad faith can constitute harassment which may lead to disciplinary action.

No more than twenty-five (25) days shall lapse between the date the complainant contacts their harassment coordinator and either Step 2 or Step 3 (where Step 2 is not used) is initiated. These time limits may be extended by mutual consent of the parties; however, there should not be any undue delays.

STEP 2 (Problem Solving)

Employees are expected to try to resolve the complaint prior to filing a grievance. 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 harassment complaint coordinator (and, where possible, the alleged harasser) to involve the employer in a problem solving initiative. The objectives of any such initiative would be to explore the nature of the problem and discuss possible short and long term solutions.

No more than twenty-five (25) working days shall lapse at this step of the procedure. These time limits may be extended by mutual consent by the parties; however, there should not be undue delays.

The respective harassment complaint coordinator and the complainant may determine that problem solving will not take place, or that, once begun, problem solving initiatives have concluded unsuccessfully. The harassment complaint coordinator will advise the alleged harasser and the Employer that a grievance may be filed. The parties agree that the time limit referred to in Article 14.10 (a) will begin at the time of such notification.

STEP 3 (Grievance)

A grievance may be filed provided that the grievor has followed Step 1 of this procedure. It is agreed that a one step grievance procedure is appropriate, i.e., the final step as per Article 14.06 of this agreement. When a grievance is filed, the Employer will consult with a representative of the bargaining agent to select an investigator. Every reasonable effort will be made to reach an agreement on the investigator. In the event that there is no agreement for a particular case then the Employer will select an investigator.

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

- i) the grievor and the alleged harasser has the right to representation;
- ii) the right of the alleged harasser to be informed that a grievance has been filed;

- iii) any investigation will be handled with all possible confidentiality and dispatch.

Roles (within STEP 3)

Harassment Complaint Coordinator

The harassment complaint coordinator(s) will be appointed by the parties having regard to the Employer's organization. The harassment complaint coordinator(s) involved in Step 1 of this process will provide a statement of particulars to an investigator when requested. The role of the Harassment Complaint Coordinator will be to oversee this process and attempt to resolve any apparent misunderstandings with respect to this process.

Employer

To appoint an investigator and act on any recommendations that follow from this investigation. The employer will provide assistance to the investigator, as requested, to facilitate the effective and speedy conduct of the investigation. The employer will keep the appropriate harassment coordinator(s) apprised of the process.

Union Representative(s)

Consult with the employer regarding the appointment of an investigator and ensure representation for the grievor and alleged harasser, as appropriate. They will provide assistance to the investigator, as requested, to facilitate the effective and speedy conduct of the investigation.

They will advise their appropriate Harassment Coordinator(s) on matters of process.

The Investigator

An investigator should be appointed as soon as practicable after a grievance has been filed. The investigator's responsibilities are:

- to conduct an investigation of the facts giving rise to the grievance;
- to determine whether harassment has occurred as defined by Article 5

of the collective agreement;

- to provide a report of their process and findings which contains recommendations intended to address and/or resolve the problem(s).

In fulfilling their responsibilities, the investigator will take the following actions:

1. Contact the harassment complaint coordinator who was involved in STEP 1 in order to obtain from her/him a statement of particulars outlining the issues and or incidents giving rise to the grievance. This statement will include, but is not limited to, the identity of the grievor and alleged harasser, the names of any individuals who may serve as witnesses, and a description of the actions they undertook in an attempt to resolve the matter. This statement will be provided to the investigator in writing within five (5) days from the time it is requested;
2. After receipt of the statement of particulars, contact the grievor and advise them that he/she will be conducting an investigation into the grievance, notify them of their right to representation, advise them (and their representative) of the process for the investigation, provide them with a copy of the statement of particulars and invite their input;
3. Contact the alleged harasser(s) and advise them that he/she will be conducting an investigation into the grievance, notify them of their right to representation, advise them (and their representative) of the process for the investigation, provide them with a copy of the statement of particulars and invite their input;
4. Contact witnesses, advise them of the process of the investigation, encourage their participation;
5. Conduct the investigation;
6. Complete a written report that describes the process and findings, and includes recommendations intended to address and/or resolve the problem(s) which were identified in this process and which gave rise to the grievance.

7. The investigator will provide copies of the report referred to in 6. in draft form to the grievor and the alleged harasser (and their representatives) providing an opportunity to comment within a specified timeframe;
8. The investigator may incorporate any comments provided into their final report; however, where these comments are not incorporated, the investigator will attach the comments as an addendum to their report. This will constitute the investigator's final report;
9. The investigator will file their final report with the Employer, providing copies to the grievor, the alleged harasser, their representatives, the union(s) and the appropriate harassment complaint coordinator.

In addition,

- The investigator will conduct this investigation with all due dispatch and confidentiality.
- The investigator may seek technical advice from the employer and/or the union(s) where she/he deems it appropriate;
- The parties agree to involve a minimum number of representatives in this process.
- If the grievor, alleged harasser, or witnesses may not be available to be interviewed by the investigator for an extended period, the investigator will determine whether to proceed with the investigation or to hold it in abeyance. This determination should be exercised fairly and reasonably with due consideration to the circumstances and the interests of all parties.

Implementation

Upon receipt of the final report, the employer will consult with the appropriate union representative(s) on the implementation of any recommendations.

STEP 4 (Arbitration)

If a grievance is not dealt with to the satisfaction of the grievor(s), the union may refer the grievance to arbitration. The referral to arbitration must be made within 20 days of the disposition of the grievance at the final step as per Article 14 of this agreement. 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.

Expertise

All parties share a commitment to ensure that union representatives, managers and harassment complaint coordinators are knowledgeable about the procedures for dealing with harassment grievances as well as on the issue of harassments. Opportunities for training will be identified by the parties to this agreement.

Amendment

At the request of either party to this collective agreement, the parties agree to review these procedures and/or the wording of article 5 at any time during the life of the agreement. A joint committee will be established and where there is agreement to amend the existing language, the amendments will take effect on the date agreed to by the parties' representatives.

APPENDIX "C"
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 two (2) months prior to the commencement of the leave funding period. Such approval will not be unreasonably withheld. The employee shall be advised within ten days of receipt of the application for such leave of the acceptance or denial of such leave. The employer may restrict, in any period, the number of participants in the Plan, due to operational requirements

3. Agreement

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

B. PAYMENT FORMULA AND LEAVE OF ABSENCE

1. The leave period shall be not less than

- a) Three consecutive months if the employee enrolls in full time attendance at an education institution, otherwise
- b) six consecutive months.

2. The leave period may be funded over a maximum period of six years.

3. The amount of annual deferred salary shall not exceed 33 1/3% of annual salary.
4. All deferred salary shall be forwarded to the bank of the 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 the first payroll of month/year and end on the final payroll of month/year.
2. I agree that for the period of my Plan, I shall take all overtime earned as paid time off in the year it is earned instead of cash. I understand that I may request to have portions of my overtime cashed out and that this request shall not be unreasonably denied.
3. I agree to defer _____% of (from) my salary over this period.
4. I agree to begin my leave 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.

APPENDIX "D"
JOB SHARING
MEMORANDUM OF AGREEMENT
BETWEEN
EMPLOYEE A
AND
EMPLOYEE B
AND
THE CANADIAN UNION OF LABOUR EMPLOYEES (CULE)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)

This Memorandum flows from clause 17.09 of this Collective Agreement, dated

The terms and conditions of the CULE Collective Agreement shall apply to all parties except as varied and mutually agreed to as follows:

1. Hours of work:

Employee A and Employee B will each regularly work two days one week and three days the following week for a total of 35 hours work every two weeks. If one or the other is on leave and it is decided to replace the person on leave, the extra time will be first offered to the remaining job sharer.

2. All earned leave:

All earned leave will be earned on a pro-rated basis.

3. Increment period:

The increment period shall be calculated on a pro-rated basis.

4. Designated paid holidays:

Employee A and Employee B will receive one half day of pay for each of the thirteen designated paid holidays. If the designated paid holiday falls on a scheduled day off, the holiday will be moved to the next working day. The employee will then have that day off as the designated paid holiday and receive pay for one half a day.

5. Welfare plans and benefits:

All plans that are salary related will be pro-rated. Further, the PSAC will pay one half of the family dental coverage and Extended Health plan. The parties will each pay 50% of the premiums related to our vision care package.

6. Job security:

- (a) Both employees are committed to the terms and conditions of the share position;
- (b) should either one of the individuals wish to discontinue the job sharing arrangement and return to full time employment, they may do so by applying in the regular competition process for a position which becomes available for which they are qualified;
- (c) the employee who "remains" then has a number of options:
 - i) the employee who remains may request and be authorized to take the position on a full time basis and the job sharing, as it relates to that position, is terminated;
 - ii) another person applies for and obtains the other portion of the job sharing position which has become available;
 - iii) the person is eligible for and obtains leave under a provision of the Collective Agreement, e.g. Leave Without

Pay for the Care and Nurturing of Pre-school Children;

- iv) should there be no other alternatives for the individual remaining in the position he/she will resign or retire.

7. General:

If any matter arises that was unforeseen, the guiding principle in deciding the matter is as contained in 17.09 (e) of this Collective Agreement.

APPENDIX "E"

**APPLICATION FOR LEAVE WITH
INCOME AVERAGING
ARRANGEMENT**

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

1. The 12 month period of participating in the leave with income averaging arrangement shall commence on the first payroll of _____ and end on the final payroll of _____

2. I agree to commence my leave without pay period on _____ and return to work on _____ for a total period of _____ consecutive weeks. I agree that this period of leave without pay will not be extended by any other periods of leave with or without pay.

3. I agree to have my annual salary reduced by the amount of the leave period defined in #2 and to have this reduced amount of pay averaged over the same 12 month period as defined in #1.

4. I agree to fulfill the commitment of the 12 month period. In the event I do not fulfill the terms of the 12 month and do not return to work on the date specified in #2. I agree that the salary received during the period may have been over or under paid and the necessary salary adjustments will be made.

5. I agree to submit this application for approval at least 60 days in advance of the period defined in #1.

MEMORANDUM OF AGREEMENT #1

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)

AND

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

SPECIFIC TO UNIT I -

RE: NORTH AMERICAN AUTOMOBILE

-
- (a) The parties hereby agree that the paragraph 25.01 (a) (i) and 25.02 (a) will not apply to an employee who chooses to replace the car he/she uses on employer business after September 29, 1987 with a car that is other than a North American union built automobile.

 - (b) In the event that any employee who is on strength as at December 17, 1982 and commences to use a luxury car, sports car, or high performance car for Employer business after December 17, 1982, then the provisions of paragraph 25.02 (b) of this Collective Agreement between the parties shall apply to said employee.

Signed this ____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #2

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)

AND

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

RE: CAR ALLOWANCE CRITERIA

The determination whether a new employee will be required to use his/her automobile on employer business as per Article 25.01 (b) shall include, but not limited to, the following:

- Average mileage driven;
- Frequency of usage;
- Availability of transportation alternatives;
- Consideration of hours of work;
- Safety and health implications;
- Past usage;
- Accessibility to the membership;
- Nature of the work;
- cost

The decision on whether an automobile will be required will be made prior to running the competition for a position. Prior to deciding on the application of these criteria the Regional Coordinator shall consult with the appropriate CULE Director to seek input regarding the relative weight of each of the above-noted criteria that will apply for each position.

A decision not to provide the car allowance can be reviewed if, based on experience, one or more criteria has changed. This review may result in a change to provide for the entitlement to the car allowance that flows from Article 25.01 (b).

Signed this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT # 3

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)

AND

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

Re: Committee to review Environmentally Friendly Vehicles

In light of the fact that automobile technology, manufacturing processes, and “green” benchmarking standards are currently in a state of transition and it is felt that it would be premature to come to an agreement at this time, the parties agree to establish a committee to review Articles 25.01 and 25.02 for the purposes of developing an incentive plan to encourage the purchase of environmentally friendly vehicles.

This committee will consist of two members each from CULE and the PSAC and will meet in September 2008 to continue the work that has already been done around this matter. The PSAC agrees to assume salary related expenses related to the committee’s work.

Signed this ____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #4

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)

AND

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

RE: JOINT PENSION ADVISORY COMMITTEE

The parties agree to continue to recognize a Joint Pension Advisory Committee representing the employees' Union and the Employer, which will review the PSAC Pension Plan with a view of identifying possible areas of improvement and reporting thereon to its principals.

Signed this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #5

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)

AND

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

**RE: STAFF CONFERENCES and
NATIONAL CONVENTION CONSULTATION**

-
- 1) During each 3-year budget cycle the Employer shall provide National Staff Conferences at which CULE members will have the option to stay in-residence. The Employer shall consult with the Union regarding staff conferences not less than 60 days prior to the commencement of the Conference. The subject consultation shall include the dates, the duration and the agenda of such Conferences.

 - 2) At least one year prior to the dates of the PSAC Triennial Convention, the parties will enter in meaningful consultation to establish guidelines that will be applied to the selection of CULE I and II members required to attend the Convention to perform Convention duties.

Signed this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #6

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)

AND

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

RE: TEMPORARY ASSIGNMENTS

The Employer recognizes that:

1. Employees in CULE shall have the right to apply and be considered for all temporary assignments, projects and acting positions, which are greater than two (2) months within and outside bargaining units. For those opportunities within the CULE bargaining unit consideration will first be given to indeterminate CULE Members.
2. Notification of all temporary assignments, projects and acting appointments referred to above shall be conveyed in writing to all Regional Offices so that employees shall have an opportunity to make written application. Regional Offices will be instructed to notify employees who are on leave of such assignments, projects and appointments. The Employer will notify all unsuccessful applicants in writing and if requested will provide the rationale for the decision.
3. The above will not apply in cases where it can be demonstrated that the time period between the creation of a vacancy or the Employer's identification of the need for an assignment, project or appointment and the date to fill it is insufficient to recruit someone.
4. The recruitment period shall be no longer than two weeks.

Signed **this** _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #7

BETWEEN

CANADIAN UNION OF LABOUR EMPLOYEES (CULE) - UNION

AND

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC) - EMPLOYER

RE: STANDING EMPLOYEE TRAINING COMMITTEE

(a) The parties agree to establish a standing committee on employee training. The committee will meet at least twice a year and more often as needed to examine staff training requirements and planning as referred to it by the executive of the union or the employer. Individual training needs will not be referred to this committee.

(b) The committee will consist of two representatives of the union from each respective bargaining unit - CULE I and CULE II, the Director of The Regional Office Branch and a representative of the Administration Branch.

Training includes the following:

- (i) New Regional Representatives' training.
- (ii) New issues, programs and projects.
- (iii) Special needs such as: skills development, team building, stress management, lifestyle planning (retirement, health).
- (iv) Computer training.
- (v) New Administrative Personnel Training

(d) When the Employer determines new computer software programs are to be implemented in Regional Offices, the necessary training will be provided as soon as possible, but no later than ninety (90) days.

Signed this ____ day of March, 2008.

FOR THE EMPLOYER

FOR THE UNION

:

MEMORANDUM OF AGREEMENT #8

BETWEEN

CANADIAN UNION OF LABOUR EMPLOYEES (CULE) - UNION

AND

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC) - EMPLOYER

RE: DAY CARE

Although there are no plans to do so at this time, in the event that the Alliance allocates money for capital expenditures or subsidies in relation to Day Care for staff at the Alliance Headquarters, it is agreed that a dollar equivalent will be made available to CULE Members for use in matters related to Day Care. The Employer and the Union will consult on how to apply the dollar equivalent to Regional Office staff.

Signed this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #9

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC) - EMPLOYER

AND

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

RE: EMPLOYEE FEEDBACK SYSTEM

The parties agree to continue the use of the Employee Feedback System, as developed by the JUMEEC and in place on the date of ratification.

Signed this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #10

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC) - EMPLOYER

AND

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

RE: CLASSIFICATION SYSTEM

1.
 - (a) The parties agree that the mutually agreed upon classification system in the Alliance is the “Deloitte & Touche System: PSAC Plan”, and
 - (b) the agreed upon Salary Scales (Appendix A), Point Bands (Appendix B) and Conversion Rules (Appendix C), are as attached, and
 - (c) the parties will endeavour to arrive at a mutually agreed upon “effective date”. If no such agreement is reached, either party may refer the matter to third party arbitration without prejudice to any position the parties may have taken previously.
 - (d) the parties agree that this Memorandum of Agreement does not restrict rights under the Ontario Pay Equity Act.
2. The parties agree that all positions will be classified using the nine (9) following factors:
 - ⇒ Knowledge
 - ⇒ Interpersonal Skills
 - ⇒ Concentration
 - ⇒ Physical and Visual Demands
 - ⇒ Complexity
 - ⇒ Impact of the Position
 - ⇒ Responsibility for Information
 - ⇒ Development and Leadership of Others

⇒ Environmental Working Conditions

3. Effective January 4th, 2000, and in recognition of the time required to prepare the required documentation, and 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. The time limits to an employee's right to grieve either her/his job description or classification shall take effect but not be limited to this date on this date.

4. Effective January 4th, 2000, 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.

Signed this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

#10 (Continued)

**LEVEL STRUCTURE FOR THE
NEW CLASSIFICATION PLAN**

LEVEL	POINT RATING
1	up to 300
2	301 to 350 (50)
3	351 to 400 (50)
4	401 to 450 (50)
5	451 to 520 (70)
6	521 to 590 (70)
7	591 to 660 (70)
8	661 to 730 (70)
9	731 to 800 (70)
10	801 to 870 (70)
11	871 to 960 (90)
12	961 to 1050 (90)

#10 A (Continued)

CONVERSION RULES

10 A.01 Pay administration for incumbents of positions which have been reclassified to a level having a higher maximum Rate of Pay.

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

INCREMENTS

- (b) For all employees in the bargaining unit on May 11, 1998 who is not paid the maximum rate in the new pay scale of rates, the effective date of increment thereafter shall be the effective date of the reclassification (May 11) of the position and the increment period shall be as specified in this Collective Agreement.
- (c) For any employee hired into the bargaining unit after the date of the reclassification, the effective date of increment thereafter, shall be the same date that was in effect prior to the reclassification of the position and the increment period shall be as specified in this Collective Agreement.

10 A.02 Probation following the reclassification of a position

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

or

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

10 A.03 The parties agree the above conversion rules will not prejudice the position of either party before an arbitrator on the issues of date of implementation of the classification plan and retroactivity of rates of pay.

MEMORANDUM OF AGREEMENT #11

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC) - EMPLOYER

AND

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

RE: ROLE OF REVP IN STAFF RELATIONS

REVP's shall not be directly involved in the assignment of work and /or the supervision of Regional Office staff, with the exception of their political Executive Assistant and the Regional Communications Political Advisor.

This shall not prevent RO staff who have been assigned by the Regional Coordinator to work on specific projects with an REVP, from receiving direction from the REVP on these projects.

Signed this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #12

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC) - EMPLOYER

AND

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

RE: JOINT PAY EQUITY COMMITTEE

The parties agree to establish a joint Union Management committee to implement pay equity in accordance with the Ontario Pay Equity Act.

The parties further agree that:

- a) Unless the parties agree otherwise, the committee shall be composed of an equal number of Union and Management representatives.
- b) The quorum for the meetings of the joint pay equity committee will consist of no less than two (2) Union representatives and two (2) Management representatives.
- c) While only positions in the Province of Ontario will be used for evaluation purposes, any adjustments and retroactivity resulting from this process will also be applied to similar positions in all Regional Offices across Canada.
- d) Any disputes which cannot be resolved at the committee level will follow the procedures outlined in Article 37.01 of the collective agreement.

Signed **this** _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #13

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC) - EMPLOYER

AND

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

RE: BARGAINING UNIT WORK

The Employer agrees that Regional Coordinators will only facilitate at regularly scheduled weekend courses, advanced courses (excluding Leadership Training) in an emergency, or when no bargaining unit member (Unit I) is available, or for purposes of staff assessment or training.

Signed this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #14

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC) - EMPLOYER

AND

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

RE: PART-TIME WORK

The parties agree that, on request from a CULE I member to work part-time, a joint committee will be convened. The committee will include two representatives from CULE and two Employer representatives, one of whom will be from the HR Section.

The mandate of the committee will be to:

- 1) develop guidelines for a pilot project for CULE I part-time employment. These guidelines will include proration of benefits, hours of work, days of work, organization of work within the Regional Office, the term of the pilot project and other matters deemed relevant by the parties.
- 2) develop an evaluation process which will assess the pilot project. This assessment will consider the input from the employee working part-time, her/his co-workers and supervisor. Consideration will be given to the impact on the ability of the Regional Office to deliver program.
- 3) recommendations for ongoing guidelines to govern part-time work for CULE I members. Such guidelines will require approval by the AEC. .

It is understood that part-time work arrangements will not incur any additional costs to the employer.

Notwithstanding the above, the parties agree that requests for temporary part-time assignments shall be dealt with on an individual basis and the procedure outlined above shall not apply. Requests for temporary part-time assignments shall not be unreasonably denied.

Signed this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #15

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC) - EMPLOYER

AND

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

RE: JOINT PREMIUM REDUCTION COMMITTEE

In the event of a reduction in the premiums covered by clause 24.01 of this collective agreement the parties agree to establish a Joint Premium Reduction Committee (JPRC) of equal member. The JPRC will engage in meaningful consultations in order to determine the usage of monies as a result of such a reduction. In the event of an agreement by the JPRC the employer may make such a determination.

Signed this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #16

between

PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)

and

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

RE: JOINT BENEFIT COMMITTEE

Pursuant to Article 24.05 the parties agree to establish a Joint Benefits Committee consisting of two (2) union members and two (2) employer representatives. The purpose of the Committee is to review the benefit plans with a view towards making recommendations to their principles on cost containment. The benefit plans to be reviewed consist of the following:

- a) Dental Plan
- b) Vision Plan
- c) Extended Health Care Plan
- d) Disability Insurance
- e) Accidental Death and Dismemberment
- f) Life Insurance

The committee will meet within sixty (60) days of the signing of this collective agreement. The employer will pay for all costs related to the participation for one union representative, of the union's choosing, on the committee. In addition, union representative's shall suffer no **loss** of pay as a result of their participation on the committee.

Signed this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #17

between

PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)

and

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

Re: HOLIDAY SEASON LEAVE

All employees shall be granted leave with pay for regular working days falling in the period between December 26th and January 1st.

Signed this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #18

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)

AND

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

RE: JOINT STANDING STAFFING COMMITTEE

The parties agree to continue to recognize a standing committee on staffing matters. This committee will meet on an ad hoc basis to examine staffing matters that are referred to it by either the Employer or the executive of the Union. Individual staffing concerns will not be referred to this committee.

The committee will consist of the following:

- The President of the Union
- The Director of Regional Offices Branch
- A representative appointed by the Union
- A representative of the Human Resources Section

The committee shall meet to attempt, in good faith to examine staffing matters referred to it in order to explore possible avenues of resolution.

The work of the committee shall be based on the following principle as they relate to:

1. STAFFING

The Employer is committed to place a high priority on the staffing of vacant positions or positions about to become vacant.

2. USE OF PSAC MEMBERS

There shall be no decrease in the number of positions in the Bargaining Unit and no serious change in the content of Bargaining Unit jobs as a result of the use of PSAC members.

The parties shall bear the costs of their representatives save and except that the Employer agrees to permit reasonable time off with pay for the Union representatives who are members of the bargaining unit to attend meetings of the committee.

3. Alliance facilitators will only participate at weekend courses, in-residence courses or education schools for training purposes or to complement a bargaining unit member, Alliance facilitator's shall not be used in these situations to replace bargaining unit members except in an emergency or when no CULE I bargaining unit member is available.

Signed this ____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #19

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)

AND

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

Re: STUDENT POLICY

Preamble:

The parties recognize the importance of building relationships between the labour movement and post-secondary students. There is a critical need for the labour movement to increase its relevance to youth and other equity group members. There is an additional need for students to secure skills building opportunities. This policy provides a framework for how student employment should be carried out.

Principles:

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

- a. Student employment will have the primary objective of developing employment skills of selected students. An additional objective will be to ensure that the work with students furthers the objectives of the PSAC and the Labour movement in general.
- b. The student policy should not detract from our desire to increase and improve our experience with developmental positions for current CULE members.
- c. Demonstration that an appropriate support and mentoring by supervisors and co-workers will be put in place and will be required prior to the final approval of the student employment project.

- d. Bargaining unit positions shall not be reduced as a result of the work of students under this policy.

Implementation:

1. The Regional Coordinator and the CULE Director will undertake to identify potential work/projects which could provide useful work experience to summer students.
2. This assessment will include a determination of the level of support available from the staff in Regional Offices. An appropriate level of support will include the availability of someone to assign work; provide required information and guidance and regular feedback and evaluation of work.
3. Student proposals will include details on the project, a proposed job description, remuneration decision, terms and conditions of employment and details related to support measures available.
4. Student proposals will be provided to the CULE Director for discussion and approval.
5. A final report will be prepared following the student employment experience which will outline successes or gaps encountered. This report will be shared with CULE.

Signed this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #20

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)

AND

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

RE: CAREER ENHANCEMENT POSITION

The parties agree to implement a Career Enhancement Position (CEP) for CULE II members.

The parties further agree that:

1. Career Enhancement Positions shall be made available to CULE II members only.
2. Where CULE II members are selected for the CEP their positions shall be backfilled for the duration of the assignment.
3. The Employer shall provide a work plan that includes regular feedback in consultation with the employee. The CULE Director shall be provided a copy for review and feedback.
4. Employees selected shall normally be assigned to work with experienced Regional Representatives/Organizers. Employees may be assigned to work with other Officers where the training/developmental need has been identified in the work plan.
5. Career Enhancement Positions shall not exceed one (1) year unless otherwise agreed by the parties.

6. Employees selected shall be paid at the Band 10 level. For further clarity, employees assuming the duties of the CEP shall be paid at the first incremental level of the Band 10 rate of pay. This reflects an understanding that the duties and responsibilities of a Career Enhancement Position fall mid-way between those of Administrative Assistant, and those of a Regional Representative.
7. Employees assigned to CEP positions shall be covered by the CULE I collective agreement.
8. In recognition of the fact that succession planning is now an organizational priority, the Employer agrees to dedicate funds to the Career Enhancement Program equivalent to one (1) person-year in 2008 and one (1) person-year in 2009.

Signed this ____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #21

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)

AND

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

RE: RETIREE BENEFIT PLAN STRUCTURE

A. Objectives:

1. To continue a funding structure that will assist retirees with health, dental, out of country and vision benefits.
2. Such structure will have no liability impact on the employer which would require the employer to record the liability of the promise on their financial statements as per CICA guidelines.

B. Plan Structure

1. A new retiree plan was created under the current PSAC Staff benefit Plan effective May 1, 2004.
2. The CULE plan is designed to cover drugs, vision, dental, out of country coverage.
3. Separate monthly premiums are established for the CULE plan.

C. Eligibility

1. To be eligible to enroll in this retiree group plan, the retiree must be in receipt of a pension benefit in accordance with the PSAC Pension Plan Regulations and have retired on or after May 1, 2004.

2. If the employee retires before age 55 and elects a deferred pension then their eligibility to join the plan commences only at age 55.
3. Coverage ceases at age 65.

D. Funding

1. For the period May 1, 2007 to April 30, 2008, the employer will contribute an amount equal to 1% of CULE payroll in the first year of this collective agreement to Coughlin to be held in trust as pooled funds for CULE retirees.
2. For the period May 1, 2008 to April 30, 2009, the employer will contribute an amount equal to 1% of CULE payroll in the second year of this collective agreement to Coughlin to be held in trust as pooled funds for CULE retirees.
3. For the period May 1, 2009 to April 30, 2010, the employer will contribute .6% of CULE payroll to Coughlin to be held in trust as pooled funds for CULE retirees. Effective May 1, 2009, the employees will pay an amount that will be applied to the cost of retiree benefits and this amount will be paid through payroll deductions. The payroll deduction will be .4% of salary.
4. Once a retiree becomes eligible to be enrolled in the plan, a \$1,800 employer contribution amount will be sent annually, to a maximum of ten years and up to age 65, to Coughlin's for deposit into the individual retiree's health spending account. Once in the plan any future increases to this funding would apply to plan participants.
5. The Retiree will be responsible for paying 100% of the monthly premiums. The retiree must use their health spending account deposits as first option for payment. The retiree is responsible for any additional premium amounts. Coughlin's will collect the monthly premiums from the retirees.

6. Retirees who do not opt into the plan may use their health spending account to cover eligible expenses. Such expenses would be sent to Coughlin for reimbursement provided it is an eligible expense and there are adequate funds in the health spending account to cover the expense.
7. In accordance with the rules of the health spending account, unused monies will be deposited into the CULE pooled fund.

E. Administration:

1. The administration costs for the Third Party Administrator (Coughlin's) will be factored into the monthly benefit premiums.
2. Coughlin's will be responsible for administering the individual Health Spending Account and the Pooled funds as defined above (D. Funding).
3. Coughlin's will be responsible for monitoring the utilization and adjusting the premiums in consultation with CULE.
4. Coughlin's will invoice the retiree for their monthly benefit premium and collect the premiums.

F. Plan Details

The plan is a voluntary plan where retiring members are given the option as to whether or not they wish to purchase single and/or family coverage at their date of retirement. The retiree has thirty days from the date of retirement to opt into the plan. If the retiree opts not to join the plan this decision is irrevocable. Once an employee opts into the plan, they can opt out at any time with 31 days notice. They cannot, however, opt back in at a future date nor can they add a spouse at a future date unless proof is provided that the spouse had alternate coverage elsewhere and that coverage is now being terminated. Coverage will be provided from the date of retirement until the retired CULE member attains age 65.

The pooled funds are used to establish the Trust Fund account. The Contributions identified in Funding (D) serve as the Trust Fund account and at any time this balance becomes depleted due to rising claims that exceed premiums, a premium rate increase will have to be considered. The pooled funds are used to temper the claims experience and to maintain a reserve balance subject to discussion and agreement with CULE.

G. Definitions

As described in the CULE plan document.

Signed this ____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT # 22

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)

AND

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

RE: NORTHERN NEGOTIATOR POSITION

The parties agree the following terms and conditions of employment shall apply to the Northern Negotiator Position and shall form part of the Collective Agreement.

1. The Collective Agreement between the PSAC and the Alliance Employees Union Unit 1 shall apply save and except the Canadian Union of Labour Employees shall be substituted wherever A.E.U. appears.
2. This Memorandum of Agreement will have force and effect from the date the Canada Industrial Relations Board rule the above position into the C.U.L.E. and shall remain in force during the life of the Collective Agreement.

Signed this ____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #23

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)

AND

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

**RE: JOINT ACTION PLAN IN RESPONSE
TO THE PSAC ANTI-RACISM POLICY**

The Parties agree that within two months of the finalization of the PSAC Anti-Racism Policy, the Director of ROB and the President of CULE will meet to discuss the impact of the Policy on the Collective Agreement. The intent of this meeting will be to develop an MOU that identified the specific collective agreement amendments that will be required to implement the anti-racism policy. It is the intent of both parties that this MOU will be appended to the current Collective Agreement.

Following the finalization of the MOU, the parties agree that joint facilitated training will be scheduled for the CULE President, CULE Executive and the CULE JEEC representatives and the Director of ROB and the Regional Coordinators. The National chairpersons of the JEEC will be invited to attend.

The objective of this training is to educate the parties on the provisions of the Anti Racism Policy and to identify responsibilities in respecting and implementing the policy.

Signed this ____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #24

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)

AND

CANADIAN UNION OF LABOUR EMPLOYEES (UNION)

Re: WELFARE PLANS and BENEFITS

The employer agrees that during the term of this agreement, if there are negotiations concerning the administration of the welfare plans and benefits referred to in the CULECA article 2. (a), b) and d), that CUI will have the right to attend the negotiations as a full and equal participant.

Signed this ____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

