

# **COLLECTIVE AGREEMENT**

between

**THE CUSTOMS AND IMMIGRATION UNION**  
(hereinafter referred to as the Employer - PSAC/CLC)

and

**THE ALLIANCE EMPLOYEES' UNION, UNIT 15**  
(all Staff from the Customs and Immigration Union National Office)

Effective: **May 1, 2013**  
Shall remain in force until: **April 30, 2016**

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**ARTICLE 1 - PURPOSE OF AGREEMENT**

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

**1.02** The parties to this Agreement share a desire to improve the quality of service to the members of the Customs and Immigration Union and to promote the well-being and increased efficiency of its employees to the end that the membership of the Customs and Immigration Union will be efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Customs and Immigration Union.

**ARTICLE 2 - DEFINITIONS**

**2.01** For the purpose of this Agreement:

- (a) **"continuous employment"** means, for the sole purpose of Article 17 (Vacation Leave) and Article 28 (Severance Pay), an unbroken period of employment with the Customs and Immigration Union; the Alliance and its Components; and for greater certainty, employment shall not be considered to be broken by authorized periods of leave, with or without pay, or by any period of less than three (3) months between two separate periods of employment with Customs and Immigration Union, the Alliance and its Components. (This definition in no way implies any entitlement to pay or other compensation from Customs and Immigration Union during the hiatus between two separate periods of employment);
- (b) **"days"** mentioned in this Agreement means working days unless otherwise specified;
- (c) **"employee"** means the parties agree that if the Ontario Labour Relations Board determines, that an individual is an employee for the purpose of the Labour Relations Act, that person shall be included in the Bargaining Unit;
- (d) **"Employer"** means Customs and Immigration Union (CIU);
- (e) **"Employer's Representative"** means a member of the National Executive of CIU as designated by the National President from time to time;
- (f) **"lay-off"** means the termination of an employee's employment because of lack of work or because of the re-allocation or discontinuance of a function;
- (g) **"leave"** means authorized absence from duty by an employee during his/her normal hours of work;
- (h) **"Masculine, feminine and/or singular"** terms whenever mentioned in this Agreement shall be considered to include both sexes, or plural, where the content of the party or parties hereto so require;
- (i) **"month"** means a calendar month unless otherwise specified;

- (j) **"part time employee"** whenever mentioned in this Agreement means a person hired to work on a continuing basis less than the normal work week and acquires privileges and benefits on a pro-rata basis of hours worked but not replacing a regular employee;
- (k) **"service"** - see Memorandum of Agreement #2, appended;
- (l) **"term employee"** means a person who is hired temporarily to perform specific task within a restricted time limit;
- (m) **"Union"** means the ALLIANCE EMPLOYEES UNION;
- (n) **"Union Representative"** means, whenever mentioned in this Agreement, an employee acting as Shop Steward or acting on any committee recognized by this Agreement;
- (o) **"week"** means a calendar week unless otherwise specified;
- (p) **"year"** means a calendar year unless otherwise specified.

**ARTICLE 3 - RECOGNITION**

**3.01** The Employer recognizes the Alliance Employees Union as the sole collective bargaining agent for all employees with the exception of the Office Director position.

**ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01** All the functions, rights, powers and authority which the Employer has not abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 4.02** The Employer has and shall retain the exclusive right and power to manage its business, including organizational changes and the assignment of duties and responsibilities and to classify positions and employees; to direct its employees, including the right to hire, promote and demote.
- 4.03** The Employer also has the right to suspend, discharge or otherwise discipline any employee for just cause.
- 4.04** The Employer shall be notified promptly and in writing of the name and title of a reasonable number of Union Representatives.

**ARTICLE 5 - RETENTION OF RIGHTS AND PRIVILEGES**

**5.01** Should the Employer merge, amalgamate or combine any of its operations or functions with another organization, the Employer, through whatever merger agreement involved, shall make every reasonable effort to ensure that all benefits and conditions of employment held by the employees shall be integrated and shall not be adversely affected.

**5.02** The Employer further agrees to notify the Union and all affected employees as far as possible in advance of any merger, amalgamation or combination of its operations or functions. Such notice will be in writing at least six (6) months prior to any change being implemented.

**5.03** Restriction on outside employment

Employees shall not normally be restricted in engaging in other employment outside the hours they are required to work for the Employer. The Employer may specify areas that could represent a conflict of interest. However, any requests for outside employment shall not be unreasonably denied.

**ARTICLE 6 - UNION SECURITY**

**6.01** All employees covered by the certifications and this Agreement who are members of the Alliance Employees' Union on the date thereof shall, as a condition of employment, maintain such membership.

**6.02** Employees who are not members on the date hereof, but who become members of the local union subsequent to said date shall, as a condition of employment, maintain their membership thereafter.

**6.03** New employees shall, as a condition of employment, be or become members of the Union immediately upon commencement of employment.

**6.04** In all cases for employees in the collective bargaining unit as defined in Article 2, the Employer shall be responsible for the signing of dues authorizations and shall deduct from the wages of each employee an amount equal to the monthly union dues as specified in Article 6.07 and shall transmit the monies so deducted to the Treasurer of the Union at the time, place and in the amount designated by the Union, together with a list of employees for whom deductions were made. Dues shall be deducted on a weekly basis.

**6.05** The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.

**6.06** For the purpose of applying Article 6.01, deductions from pay for each employee in respect of each week will start with the first full week of employment.

**6.07** The Employer agrees to continue the past practice of making deductions for other purposes on the basis of production of appropriate documentation authorized by the individual employee where required.

**6.08** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of Article

6.07 or out of an error committed by the Employer in connection with the deduction of the amount equal to the monthly membership dues.

**6.09** The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the article dealing with Union Security and introduce all new employees to the Union Representative and Shop Steward.

**6.10** The Employer will forward to the Treasurer of the Union the names of newly-hired employees at the time of commencement of employment. The Employer further agrees to inform the Union of the name of any employee in the bargaining unit leaving the employ of the Employer.

**6.11** The Employer shall provide each employee in the bargaining unit with a copy of this Collective Agreement, in either the French or the English language, as soon as possible after the signing of this Agreement, the full cost to be borne by the Employer.

**6.12** Union Label

All typewritten, mimeographed, dittoed work in the office of the Employer shall bear the Alliance Employees' Union label if such work is performed by a member of the Union.

**6.13** The Union, during the term of this Agreement, and any employee covered by the said 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 its employees. The Employer shall not cause the employees to be locked-out during the period of this Agreement.

**ARTICLE 7 - LABOUR MANAGEMENT RELATIONS**

**7.01** The Employer will recognize an employee's Negotiating Committee up to three (3) employees, as well as up to four (4) persons. The Employer shall grant leave with pay to an employee for the purpose of attending contract negotiation meetings.

**7.02** At the request of either the Union or the Employer, meetings will be held as required between the Employer and up to two (2) Union Representatives to discuss matters relating to the terms and conditions of this Agreement or other issues of concern to either the Union or the Employer.

**7.03** The Employer will recognize up to two (2) employees to act during working hours as formal representatives of the Union. No loss of pay will result for an employee who represents the Union.

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

**7.05** The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of the appropriate procedure for the purpose of providing joint consultation on matters of common interest.

**7.06** A Union-Employer Committee will be established to consult on areas of concern to both parties. Either party may provide items for any proposed meeting. Meetings will be scheduled at a time convenient to both parties.

**ARTICLE 8 - PART-TIME AND TERM EMPLOYEES**

- 8.01** Employees engaged on a part-time basis will be paid at the basic hourly rate applicable to the position or related classification to which they are assigned for every hour worked.
- 8.02** No part-time or term employee shall be hired prior to meaningful consultation with the Union. The Union shall be notified of the hiring of a part-time or term employee, the expected duration of employment and any subsequent change.
- 8.03** For the purpose of clarifying this Article, a person required to replace a regular employee for a leave of absence provided by this Agreement shall be paid at Step I of the level of the person who is being replaced. In the event that such regular employee does not return to his/her position, such position will be posted in accordance with Article 9 (Staffing) and Article 6 (Union Security).
- 8.04** Any term employee who has been continuously employed for a period of three years or more in the same position shall be considered an indeterminate employee and shall be appointed on an indeterminate basis to the position he/she occupies, without competition. This is notwithstanding Article 9 of this collective agreement. It is understood by the parties that the Employer will not terminate the employment of such an employee with the sole intent to create a break in service that would allow term employment to continue indefinitely.

**ARTICLE 9 - STAFFING**

- 9.01** Notification of vacancies and newly-created positions within the Customs and Immigration Union shall be posted in the National Office. Such postings will include a summary of the duties of the position and the relevant qualifications required. The poster will contain a time limit for the receipt of applications sufficient so that employees will have an opportunity to make written application and the Union Representative shall be notified of such vacancy.
- 9.02** Job vacancies will be filled from amongst existing employees, providing that employees are available with the necessary qualifications to fill the vacant position. If there is no successful applicant from within CIU employees, the poster shall be made available to other AEU members. If there is no successful applicant from within AEU members, the poster shall be made available to other PSAC Unionized employees. If no successful applicant from other PSAC Unionized employees, the poster shall be made available to persons outside the PSAC. The Employer will notify the Union of the name of the successful applicant.
- 9.03** In all cases of promotion or transfers, as well as in filling vacancies, length of service shall be the determining factor when all other factors are equal.
- 9.04** In the case of a decision by the Employer to create a new position, the classification and salary must be negotiated with the Union.
- 9.05** Failing agreement, either party has the right to refer to Arbitration, the Arbitrator shall have the power to determine appropriate classification, job description and salary rate.

**ARTICLE 10 - PROBATION**

- 10.01** (a) For employees hired in the Administrative Category, a new employee who has completed a probationary period of six (6) months of employment shall be declared as having regular status. Before rejecting the employee on probation, the Employer will discuss the matter with the Union. The probationary period may be extended by a period of up to three (3) additional months but in no case shall a probationary period exceed a total of nine (9) months.
- (b) For employees hired in the Officer Category, new employees shall be considered to be on probation for a period of twelve (12) months from the date they began employment with CIU.

In the event that a new employee proves unsatisfactory in the performance of his/her duties any time during the probationary period, he/she may be released by the Employer. However, the probationary period may be extended by a period of up to **six (6)** additional months. Before the Employer takes action to reject an employee on probation, or extend probation, the Employer will consult with the Union.

- 10.02** Confirmation of Status - Upon completion of a probationary period, an employee will receive confirmation of his/her permanent status in writing from the Employer with a copy to the Union Representative.
- 10.03** Under this Agreement, employment with CIU shall continue, at the Employee's option, indefinitely from the date hereof, unless he/she is suspended, or discharged by CIU for just cause, details of which shall be furnished to him/her in writing at such time.
- 10.04** The Employer shall maintain a list showing the commencement date of employment. This list shall be made available to any employee and the Local Union Representative at any time upon request.

**ARTICLE 11 - JOB DESCRIPTION**

- 11.01** Upon request, the employee shall be entitled to a complete and current statement of his/her duties and responsibilities within ten (10) working days of the request where such statement of duties currently exists.
- 11.02** Where a statement of duties does not exist, the Employer's representative and the employee concerned shall consult to establish a statement of duties.
- 11.03** The employee shall maintain such work records and daily time sheets as may be designed and prescribed by the Employer to record work activity with a view to establishing an accurate statement of duties in accordance with Article 11.02 for no longer than a period of one (1) month.
- 11.04** A final statement of duties in respect of Articles 11.02 and 11.03 shall be available within thirty (30) working days of the employee's request.



**ARTICLE 12 - DISCIPLINE**

**12.01** The Union recognizes the Employer's right to discipline its employees for just cause subject to recourse to grievance.

The discipline is to be applied in a progressive manner designed to correct or alter behaviour and shall occur as follows:

- First and Minor Offenses - Oral warning in presence of Union Representative (no written record)
- Repeated Minor Offenses - Written record on employee's file and to Union Representative

And/or Major Offenses:

- Subsequent to the Written - Suspension with loss of pay

Record and Major Offenses:

- Final Discipline - Discharge with two (2) weeks' notice

**12.02** Only references to previous related offenses which occurred within one (1) year of such discharge or suspension may be submitted to the arbitrator by either party to this Agreement, for the arbitrator's use in determining the appropriateness of the suspension and/or discharge action.

**12.03** An employee's record will be automatically cleared of disciplinary measures after one (1) year. An employee has the right to examine his/her personal record upon request.

**12.04** No disciplinary matter may be introduced in any consideration affecting discipline, demotions, promotions, vacancies or transfers that has not been brought to the attention of the employee.

**12.05** Disciplinary Interview

- a) Except in extremely pressing and particular circumstances, the Employer agrees to notify an employee at least twenty-four (24) hours in advance of any interview of a disciplinary nature and to indicate:
  - i) the employee's right to be accompanied by a union representative;
  - ii) the purpose of the meeting, including whether it involves the employee's personnel file;
  - iii) that if the employee's personnel file is to be considered during the interview, the employee and/or his/her union representative, the latter with the employee's permission, shall, before the meeting, have access to this file in accordance with Clause 12.03.
- b) During the interview, the Employer will not be limited to the subject matter that is outlined in the purpose of the meeting in clause 12.05 a) ii), however, should new issues be raised, the Union retains the right to adjourn the meeting for up to twenty-four (24) hours.
- c) Unless circumstances such as outlined in a) above exist, the employee has the right to refuse to participate or to continue to participate in any interview of a disciplinary nature unless the employee has received the notice herein above provided for.

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

**Article 13 - TERMINATION OF EMPLOYMENT**

- 13.01** All regular employees must give the Employer, where possible **three (3)** calendar weeks' notice of their intention to resign.
- 13.02** All employees shall be entitled to any unused benefits and entitlements that are subject to this Agreement, upon termination of employment.
- 13.03** The Employer agrees that employees covered by this Agreement shall not be subject to lay-off during the term of this Agreement.

**ARTICLE 14 - HOURS OF WORK**

General

- 14.01** The work week shall be thirty-five (35) hours from Monday to Friday inclusive, and the work day shall be seven (7) consecutive hours (exclusive of a lunch period) between the hours of 7:00 a.m. and 6:00 p.m.
- 14.02** Subject to operational requirements as determined from time to time by the Employer, an employee shall have the right to select and request flexible hours between 7:00 a.m. and 6:00 p.m., and such request shall not be unreasonably withheld.
- 14.03** Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the Employees affected.
- 14.04** The Employees may be required to register their attendance in a form or in forms to be determined by the Employer.
- 14.05** The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day, one to be taken in the morning and the other to be taken in the afternoon.

Compressed Work Week

- 14.06** Notwithstanding the provisions of this Article, upon request of an employee and subject to operational requirements, an employee may complete his/her weekly hours of employment in a period other than five (5) full days, provided that, over a period to be mutually agreed upon, the Employee works an average of thirty-five (35) hours per week. In every such period the Employee shall be granted days of rest on days not scheduled as a normal work day for him/her.
- 14.07** 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.

- 14.08** The provisions of this Agreement which specify days shall be converted to hours. Where the Agreement refers to a "day", it shall be converted to hours in accordance with the Hours of Work specified in this Agreement.

Notwithstanding the above, in Articles 18.01 (a), (b) and (c) (Bereavement Leave) and Article 18.03 (Family Related Leave), a "day" will have the same meaning as the provisions of the Collective Agreement.

Where this Agreement specifies a workweek of thirty-five (35.00) hours, a day shall be converted to seven (7.00) hours.

- 14.09** Effective the date on which this Article applies to an employee, the accrued leave credits shall be converted from days to hours.

A change to the normal weekly hours of work for an employee will require that the accrued hourly credits be reverted to days and recalculated at the changed conversion rate. Effective the date on which this Article ceases to apply to an employee, the accrued vacation, sick leave and lieu day credits shall be converted from hours to days.

- 14.10** When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the Employee would normally have been scheduled to work on that day.

- 14.11** Overtime shall be compensated for all work performed in excess of an employee's scheduled hours of work on a scheduled working day in accordance with the provisions of this Agreement.

A Designated Paid Holiday shall account for the normal daily hours as specified by Article 14.01 of this Agreement.

Employees shall earn vacation at the rates prescribed for their years of service as set forth in the Article 16 of this Agreement. Leave will be granted on an hourly basis and the hours debited for each day of vacation leave shall be the same as the Employee would normally have been scheduled to work on that day.

- 14.12** Employees shall earn sick leave credits at the rate prescribed in Article 17 of this Agreement. Leave will be granted on an hourly basis and the hours debited for each day of sick leave shall be the same as the Employee would normally have been scheduled to work on that day.

**ARTICLE 15 - PAID HOLIDAYS**

**15.01** The following statutory holidays shall be days off with pay:

- (a) New Year's Day
- (b) A floating holiday to be scheduled in a manner similar to annual as described in 16.06. 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) Victoria Day
- (f) Canada Day
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) One additional day, in each year, that is recognized to be a provincial or civic holiday.
- (k) Family Day
- (l) Any other day proclaimed by the Governor General-in-Council.

**15.02** In the event that a paid holiday falls on an employee's day of rest, the holiday shall be moved to the next normal working day of the employee.

**ARTICLE 16 - VACATION LEAVE**

**16.01** (a) All employees will earn annual vacation leave at the rate of one and one quarter (1 ¼) days per month or fifteen (15) days per year if he/she has completed less **than** two (2) years of continuous employment.

(b) Employees with two (2) years of service or greater will earn annual leave credits as follows:

2 years	-	16 days;
3 years	-	17 days;
4 years	-	18 days.

**16.02** Employees with greater than five (5) years of service will earn annual leave credits at the rate of one and two thirds (1 ⅔) days per month, or twenty (20) days per year.

**16.03** Employees with greater than ten (10) years of service will earn annual leave credits as follows:

10 years	=	<b>23</b> days per year
11 years	=	<b>24</b> days per year
12 years	=	<b>25</b> days per year
13 years	=	<b>25</b> days per year
14 years	=	<b>26</b> days per year
15 years	=	<b>27</b> days per year
16 years	=	<b>27</b> days per year
17 years	=	<b>28</b> days per year
18 years	=	<b>28</b> days per year
19 years	=	<b>29</b> days per year
20 years	=	<b>29</b> days per year
21 years	=	<b>30</b> days per year
22 years	=	<b>30</b> days per year

23 years	= 31 days per year
24 years	= 31 days per year
25 years	= 31 days per year
26 years or more	= 31 days per year
<b>35 years or more</b>	<b>= 32 days per year</b>

**16.04** Time absent by reason of illness shall nonetheless be counted as "service" in such year.

**16.05** When an employee's anniversary date for an advancement from one category of entitlement to another occurs during the year, vacations will be calculated for the part of the year preceding and following the anniversary date at the applicable rate.

**16.06** When possible, annual leave will be granted at a time convenient to the employees, when it is possible to schedule sufficient regular full-time staff to maintain the general office procedures and efficiency. However, an employee shall not be denied to take vacation at a time convenient to him/her if there is no other employee scheduled at such time.

Where it is not possible to accommodate all staff in their choice of vacation time seniority shall govern, providing the leave application is received prior to the first of June of each year.

**16.07** All leave shall be liquidated in the calendar year in which it is earned, except that, in special circumstances, and with the consent of the Employer, a maximum of twenty (20) days may be carried over to the next calendar year.

At the written request of the employee, unused vacation leave may be liquidated by cash payment on a straight time basis. Payment will be made on the first pay day of December.

**16.08(a)** In the event that the Employer cancels the employee's leave prior to the leave taking effect, the employee will be paid at his/her regular rate of pay. The Employer will be responsible for any legitimate expenses incurred and not refunded as a result of the cancellation.

(b) If, at the request of the Employer, the employee agrees to interrupt his/her vacation, the employee will be reimbursed for all expenses due to travel, loss of deposits and other expenses due to the return to work. The employee will be entitled to be paid at the rate of double time or time off in lieu of overtime pay, but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off shall be computed at the overtime rates earned.

**16.09** When an employee is on vacation leave and he becomes ill, the number of days illness will be transferred from vacation credits to sick leave credits, and the necessary adjustments made. A doctor's certificate is necessary proof subject to Article 17.04.

#### Statutory Holidays During Vacation

**16.10** If a holiday or holidays fall within the vacation period assigned to or chosen by an employee, he/she shall not be charged for that day or days against his/her vacation credits.

**ARTICLE 17 - SICK LEAVE**

Sick Leave Defined

- 17.01** Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers Compensation Act.
- 17.02** Sick leave will be earned at the rate of one and one-half (1 1/2) days per month or eighteen (18) days per year for each month in which an employee earns at least ten (10) days pay.
- 17.03** Absences of not more than three (3) days in any work month will be permitted when the employee is unable to perform his/her duties because of illness. When an employee is unable to report for work due to illness, it will be necessary to advise the Employer. Such report should indicate probable duration of absence. If absence is to be longer than indicated, it will be the employee's responsibility to so notify his/her Employer.
- 17.04** Absences of more than five (5) consecutive days, due to illness, will be supported by a doctor's certificate.
- 17.05** Reasonable time off with pay shall be granted with the Employer's approval to attend doctor and dentist appointments that cannot be scheduled outside the normal working days.

Sick Leave Records

- 17.06** A record of all unused sick leave will be kept by the Employer. Each employee shall be informed of the amount of unused sick leave accrued to his/her credit at the end of each calendar year. Immediately after the close of each calendar year, each employee shall review the records of the Employer and verify that the accumulated sick leave is correct. Any employee shall be advised, upon his/her request, as to the number of his/her sick leave credits.

**ARTICLE 18 - LEAVE GENERAL**

General Definition

For the purpose of this Article, immediate family is defined as: spouse, common-law spouse, child, step-child, foster child or ward of the employee, father, mother (or alternately step-father, step-mother or foster parent), brother, sister, father-in-law, mother-in-law, grandparents of the employee or of his/her spouse, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchildren.

An employee will be permitted special leave with pay to the extent necessary but not in excess of the stipulated number of days for the following purposes:

**18.01** Bereavement Leave

- (a) The employee shall be entitled to leave with pay for a period of five (5) consecutive working days including the day of the funeral for the death of: spouse, common-law spouse, child, step-child, foster child or ward of the employee, father, mother (or alternately step-father, step-mother or foster parent), brother, sister, father-in-law,

mother-in-law and grandchildren of the employee.

- (b) The employee shall be entitled to leave with pay for a period of four (4) consecutive working days including the day of the funeral for the death of: son-in-law, daughter-in-law, grandparents of the employee or of the spouse, brother-in-law and sister-in-law.
- (c) In addition the employee may be granted up to three (3) days special leave for the purpose of travel related to attending the funeral of an immediate family member.
- (d) If during a period of paid annual or compensatory leave, an employee is bereaved, the employee shall be granted bereavement leave and the above-mentioned paid leave credits so displaced, shall be restored.

### **18.02 Birth/Adoption Leave**

An employee shall be granted leave with pay of two (2) working days for the birth/adoption of a child. This leave may be granted in two (2) different periods.

### **18.03 Family-related Leave**

The Employer shall grant leave with pay to a maximum of **forty-two (42) hours** in any calendar year under the following circumstances:

- i) for appointments to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies;
- ii) for temporary care of a sick member of the employee's family as defined in the General Definition.

#### **18.03.01 Leave Without Pay for the Compassionate Care of a Family Member**

- a) Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with significant risk of death;
- b) For the purpose of this Article, family will be defined as in the Employment Insurance Act;
- c) Subject to sub-clause b), an employee shall be granted leave without pay for the compassionate care of a family member in accordance with the following conditions:
  - i) an employee shall notify the Employer in writing, as far in advance as possible, but not less than two (2) weeks of the commencement date of such leave, unless because of urgent or unforeseeable circumstances, such notice cannot be given;
  - ii) an employee shall provide the Employer with 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.
- e) If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised or circumstances under which he or she would have been eligible for compassionate care leave without pay under sub-clause 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.

**18.04 Special Leave**

- (a) Special leave with or without pay may be granted in other circumstances at the discretion of the Employer.
- (b) An employee shall receive a maximum of one (1) day paid leave per incident for damage to the employee's household such as fire, flooding, break-in, vandalism or serious weather conditions.

**18.05 Marriage Leave with Pay**

After the completion of one (1) year of continuous service, an employee shall be granted leave with pay to a maximum of five (5) days for the purpose of getting married or declaring spousal union. Such leave will only be granted once during the employee's career.

**18.06 Maternity Leave****18.06.01 *Maternity Leave Without Pay:***

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on, or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
  - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized, or
  - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,  
  
the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.
- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.



- (e) An employee who has not commenced maternity leave without pay may elect to:
- (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
  - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 17, Sick Leave. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 17, Sick Leave, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least fifteen (15) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

During such leave, the Employer shall pay 100% of the premium for the following Benefit Plans:

- Group Life Insurance (double annual salary)
- Extended Health Benefit Insurance
- Dental, Vision and Drugs
- Long-Term Disability

**18.06.02** *Maternity Allowance:*

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
  - (ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or Québec Parental Insurance Plan in respect of insurable employment with the Employer, and
  - (iii) has signed an agreement with the Employer stating that:
    - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
    - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;

- (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:

$$\text{(allowance received)} \quad \times \quad \text{(remaining period to be worked following her return to work)}$$

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[total period to be worked as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a) (iii) (B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a) (iii) (B), without activating the recovery provisions described in section (a) (iii) (C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
  - (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or Québec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 18.06.02 (c) (i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance maternity benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Québec.

- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
  - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f) (ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

**18.06.03** *Special Maternity Allowance for Totally Disabled Employees:*

- (a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in subparagraph 18.06.02 (a) (ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance or the Workplace Safety and Insurance Act prevents her from receiving Employment Insurance or Québec Parental Insurance maternity benefits, and
  - (ii) has satisfied all of the other eligibility criteria specified in paragraph 18.06.02 (a), other than those specified in sections (A) and (B) of subparagraph 18.06.02 (a) (iii),shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), 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, the LTD Plan or via the Workplace Safety and Insurance Act.
- (b) An employee shall be paid an allowance under this clause and under clause 18.06.02 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance maternity benefits for the reasons described in subparagraph (a) (i).

**18.07** Parental Leave Without Pay

**18.07.01** *Parental Leave Without Pay:*

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods.
- (d) Notwithstanding paragraphs (a) and (b):
  - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay, or
  - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,  
  
the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.
- (e) An employee who intends to request parental leave without pay shall notify the Employer at least fifteen (15) weeks in advance of the commencement date of such leave.
- (f) The Employer may:
  - (i) defer the commencement of parental leave without pay at the request of the employee;
  - (ii) grant the employee parental leave without pay with less than fifteen (15) weeks' notice;
  - (iii) require an employee to submit a birth certificate or proof of adoption of the child.

- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

During such leave, the Employer shall pay 100% of the premium for the following Benefit Plans:

- Group Life Insurance (double annual salary)
- Extended Health Benefit Insurance
- Dental, Vision and Drugs
- Long-Term Disability

**18.07.02** *Parental Allowance:*

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:

- (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,

- (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or Québec Parental Insurance Plan in respect of insurable employment with the Employer, and

- (iii) has signed an agreement with the Employer stating that:

- (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

- (B) following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance,

- (C) should he or she fail to return to work in accordance with section (A), or should he or she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, he or she will be indebted to the Employer for an amount determined as follows:

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

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[total period to be worked as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a) (iii) (B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a) (iii) (B), without activating the recovery provisions described in section (a) (iii) (C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
  - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
  - (ii) for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he/she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he/she would have been eligible if no extra monies had been earned during this period.
  - (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 18.07.02 (c) (i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI or QPIP parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Quebec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;

- (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f) (ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum combined maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks.

**18.07.03** *Special Parental Allowance for Totally Disabled Employees:*

- (a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in subparagraph 18.07.02 (a) (ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance or via the Workplace Safety and Insurance Act prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits, and
  - (ii) has satisfied all of the other eligibility criteria specified in paragraph 18.07.02 (a), other than those specified in sections (A) and (B) of subparagraph 18.07.02 (a) (iii),shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the Government Employees Compensation Act.
- (b) An employee shall be paid an allowance under this clause and under clause 18.07.02 or a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph (a) (i).

**18.08** Holiday Season Leave

- (a) Employees not designated as essential by the Employer shall be granted leave with pay for regular working days falling in the period between December 26<sup>th</sup> and January 1<sup>st</sup>.
- (b) Employees designated as essential by the Employer and who are required to work the regular working days between December 26<sup>th</sup> and January the 1<sup>st</sup>, shall be subject to the overtime provisions of Article 21.05.
- (c) Employees designated as essential by the Employer and who work the regular working days between December 26<sup>th</sup> and January 1<sup>st</sup> shall be credited with one (1) day vacation leave with each day worked during this period.
- (d) Except for unseen circumstances, employees will be advised by December 1<sup>st</sup> if they are designated essential and will be required to work during this period.
- (e) For greater certainty, only designated employees may work during this period.

With the adoption of the above, the practice of taking one (1) day of leave on December 24<sup>th</sup> shall be discontinued. For greater clarity, leave shall be granted on December 24<sup>th</sup> subject to the usual conditions, including the submission of leave forms.

**ARTICLE 19 - LEAVE FOR UNION ACTIVITIES**

- 19.01** Employees shall be granted leave of absence without pay when delegated to perform necessary Union activities. Such time shall not exceed fifteen (15) days per employee in any year.
- 19.02** Any employee who is elected for a full time or part time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay or loss of seniority by the Employer, for a period up to one (1) year. Such leave shall be renewed each year, on request, during the term of office.

**ARTICLE 20 - JURY OR COURT WITNESS DUTY**

- 20.01** The Employer shall grant leave of absence without loss of seniority or reduction in his/her regular pay or service to an employee who is called as a juror or witness in any court to any proceeding to which the employee is not a party, except in the case where the employee is involved in a proceeding as a result of the performance of his/her duties.



**ARTICLE 21 - OVERTIME**

- 21.01** Authorized overtime worked in excess of the employee's regular weekly scheduled hours including any hours worked on an employee's regular day off, shall be paid at the rate of time and one-half (1 ½) for the first ten (10) hours and double-time for all hours in excess of ten (10) hours. Authorized overtime will be paid at the rate of double-time for Saturdays, Sundays, Statutory holidays and recall from/interruption of vacations.
- 21.02** Where overtime extends beyond two (2) hours of the employee's regular daily hours, or beyond four (4) hours on a day of rest or statutory holiday, the employee will be entitled to be paid a rest period of one-half (1/2) hour plus a meal allowance, as per the current CIU National Board of Directors rates on Meal Allowances.
- 21.03** When an employee is required to work during the lunch period, this period shall be considered as overtime unless the lunch period is rescheduled.
- 21.04** Where overtime is worked on a call-back basis, the employee shall be entitled to a maximum of four (4) hours at double-time, plus transportation costs or the hours worked at the applicable overtime rate, plus transportation costs, whichever is greater.
- 21.05** Where an employee works overtime on Saturday and/or Sunday or on a Statutory Holiday and/or vacation time, he/she will be entitled to a minimum of four (4) hours at the appropriate rate, plus taxi fare or mileage allowance as per Article 30.
- 21.06** Overtime shall be paid on the pay day following the work week in which it is earned, providing the employee accommodates the due process.
- 21.07** A meal allowance and taxi fare or mileage allowance, as per the current CIU National Board of Directors rates will be paid prior to the overtime to be worked, where possible.
- 21.08** (a) Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.
- (b) The employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- 21.09** The Employer shall not normally require or authorize overtime to be worked after the hour of 11:00 p.m.
- 21.10** Overtime and call-back time shall be divided equally amongst willing and qualified employees based on overtime compensation received, divided by the employee's hourly rate of pay.
- 21.11** When the employee is required to work until and beyond the hours of 9:00 p.m., the Employer shall pay mileage allowance as per the current CIU National Board of Directors rates or, where applicable, the Employer shall pay taxi fare.
- 21.12** Time spent travelling on behalf of CIU outside the Ottawa Headquarters and if incurred outside the normal hours of work or on a day of rest or statutory holiday shall be considered as overtime.

**21.13** The Employer shall reimburse up to a maximum of six dollars (\$6) per hour, an employee who is a parent of a young child or children for the cost of substitute care when the employee works outside of his/her regular hours of work. A receipt will be submitted to the Employer and this reimbursement will not be paid to a member of the family residing with the employee.

**ARTICLE 22 - GRIEVANCE PROCEDURE**

**22.01** A grievance is any written complaint made by an employee or group of employees or the Union concerning pay, working conditions, terms of employment, or application of this Agreement.

**22.02** Before submitting a grievance, an employee is encouraged to discuss the matter with the Employer. An employee, if he/she so desires, is entitled to be assisted or represented by the Union during such discussions.

**22.03** A grievor is entitled to be represented by the Union at each step of the grievance procedure, and the employee shall be granted leave with pay to attend any and all grievance hearings.

Step 1:

**22.04** An employee who wishes to present a grievance may submit his/her grievance to the National President. The grievance must be submitted to the National President, not later than the twenty-fifth (25th) day after the date on which he/she is notified orally, or in writing, or on which he/she becomes aware of the action or circumstances giving rise to the grievance.

**22.05** (a) A written reply will be given by the Employer to the grievor and his/her representative within ten (10) working days of receipt of the grievance at each step, except the time limits specified (20 working days) in Article 22.06 shall apply for grievances being referred to Arbitration.

(b) Failing a reply from the Employer, the grievor has ten (10) working days from the expiry of the time limit in Article 22.05(a), in which to submit the grievance to the next step.

Step 2:

**22.06** Subject to Article 22.08, if the decision of the National President is not satisfactory to the grievor, he/she may submit the grievance to an arbitrator within twenty (20) working days. A single arbitrator shall be appointed by mutual agreement. If this method fails, the appointment shall be made by the Minister of Labour for Ontario, upon the request of either party. The decision of the Arbitrator shall be made in writing within seven (7) days after the hearing, except by mutual consent. The decision of the Arbitrator shall be made in writing within seven (7) days after the hearing, except by mutual consent.

**22.07** The time limits set out in this procedure may be waived or extended by mutual agreement.

**22.08** Grievances with respect to:

- (a) matters arising from the interpretation, application, administration, or alleged violation of this Agreement; or
- (b) disciplinary action, discharge, suspension, financial penalty, or any other matter, can be referred to an arbitrator. The decision of the National President is final and binding on all other matters.

**22.09** (a) The Union or the Employer may submit a matter directly to an arbitrator on any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement;

- (b) Before submitting a grievance of this nature, the party concerned is encouraged to discuss the matter with the other party involved.

**22.10** The decision of the arbitrator shall be final and binding. In respect of matters referred to him/her, the arbitrator shall have the authority to cancel, modify or amend any prior decision of the Employer.

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

**22.12** All Arbitration expenses shall be shared equally by the Union and the Employer.

**22.13** Maintenance of normal earnings shall be provided by the Employer for all Union Representatives acting on the grievance procedure and the grievor, up to and including arbitration.

**22.14** No grievance shall be considered invalid by any formal or technical objection, providing the procedures have been observed correctly.

**ARTICLE 23 - HEALTH AND SAFETY**

**23.01** The Employer shall make all reasonable provisions for the safety and health of employees during working hours and the Union may from time to time, bring to the attention of the Employer any suggestions in this regard, and also any other suggested improvements regarding working conditions.

**23.02** The Employer's liability shall be limited to the extent that the building, facilities or equipment concerned is owned or leased by the Employer and such corrections are within the terms of the lease or service contracts or such codes and regulations enforced by provincial or municipal ordinance - fire, health or police department.

**ARTICLE 24 - PROTECTIVE CLOTHING**

**24.01** Any employee who is required to use reproduction or duplicating machines will be supplied with a smock or other protective clothing at the expense of the Employer and cleaning materials essential for the cleaning of hands and the protective clothing.

**ARTICLE 25 - HEALTH AND WELFARE BENEFITS**

**25.01 (a)** The Employer shall pay one hundred percent (100%) of the employee's premiums for the following programs:

- (i) Extended Health Benefit Insurance
- (ii) Supplementary Death Benefit
- (iii) Dental, Vision and Drug Plan - Ontario Benefit Category "E"
- (iv) Long-Term Disability Insurance (88K coverage)
- (v) Travel Accident Plan (for those employees who are required to travel in the performance of their duties on behalf of the Employer)
- (vi) Life Salary Insurance (The Employer will provide salary insurance at double the salary at no cost to the employee).
- (vii) Employees will be entitled to one (1) day leave per calendar year for the purpose of relieving stress. Such leave may not be combined with any other type of leave and shall not be carried over to the following year.
- (viii) The Employer shall reimburse 100% of the cost of an employee's eye exam upon presentation of the receipt.

(b) The above insurance plans shall not be altered without the mutual consent of the parties, where the Employer holds the master policy.

**25.02** PSAC Group Life Insurance Plan  
(Administered by Coughlin & Associates)

The Employer will provide the opportunity for employees to participate in the PSAC Group Life Insurance Plan at the employee's cost and option.

**25.03** PSAC Pension Plan

The terms and conditions of the PSAC Pension Plan shall apply to the employees.

**25.04** Employee Assistance Program

The Employer agrees to make available an Employee Assistance Program (EAP) and further agrees that all information pertaining to an Employee's use of such Program shall be confidential, unless otherwise agreed to in writing by the Employee.

The Employer also agrees to establish a Joint AEU/Employer EAP Committee as outlined in Memorandum of Agreement #1.

The Employer further agrees to pay all fees and other expenses as invoiced from an EAP service Provider, and for such other fees and expenses mutually agreed to by the Joint AEU/Employer EAP Committee outlined in Memorandum of Agreement #1.

**25.05** The employer agrees to pay each employee a stress allowance in the amount of **\$650 to be paid the first pay of the year.**

**ARTICLE 26 - PICKET LINES**

**26.01** The Employer shall not require the Employees covered by this Agreement to cross legal picket lines resulting from a strike or lock-out.

**ARTICLE 27 - SEVERANCE PAY**

**27.01** Employees shall be entitled to the following benefits in the event of termination of employment:

- (a) In all other events of termination of employment, the employee shall be entitled to one (1) week's pay for each completed year of service in respect of which he/she has not previously been paid severance pay, provided that the employee has a minimum of three (3) years of service.
- (b) In the event that the employee's service with the Employer is terminated by his/her death, then the representative of his/her estate shall be entitled to be paid by the Employer compensation in full for all unused sick leave up to one hundred (100) days, together with all outstanding wages, expenses and severance pay as determined by the Collective Agreement.
- (c) In addition to the payments outlined in (a) and (b), an Employee shall be entitled to be paid severance pay on a pro rata basis for each completed month of service in the final year.

**ARTICLE 28 - TECHNOLOGICAL AND ORGANIZATIONAL CHANGE**

General

- 28.01** Both parties recognize the overall advantages of technological change. Both parties will, therefore, encourage and promote technological change.
- 28.02** Technological change means the introduction of equipment different in nature, type, quantity or quality from that previously utilized, a change related to the introduction of this equipment in the manner in which the Employer carries on its operations and any change in work methods and operations affecting one or more employees.
- 28.03** Adverse effects to be eliminated: In carrying out technological changes, the Employer agrees to make every reasonable effort to eliminate all adverse effects on employees and any denial of their contractual or legal rights which might result from such changes.
- 28.04** The Employer agrees to notify the Union as far as possible in advance of its intention to make technological change. Such notice will be in writing at least three (3) months prior to any change being implemented which would result in changes in employment status or working conditions of employees as provided for in this Agreement. Any training or retraining required as the result of technological change shall be the responsibility of the Employer with employee(s) continuing to enjoy full pay and benefits. The cost of training or retraining shall be borne exclusively by the Employer.
- 28.05** Where the Employer has notified the Union of its intention of introducing a technological change, the parties undertake to meet and to hold constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from this change.

Job Protection

- 28.06** Any employee unable to acquire the necessary skills shall maintain his/her classification, or its equivalent, in the Bargaining Unit.

Health and Safety

- 28.07** The Union and the Employer shall appoint a Health and Safety Committee from both sides of the bargaining table.

The selection and installation of work related equipment shall be done in consultation with the affected employees. The installation shall also involve consultation directed towards assuring that all "ergonomics" factors are dealt with satisfactorily. The Health and Safety Committee shall consult with the Employer regarding any planned installation in advance and their checks shall include the following:

Design and comfort of seating arrangement

Lighting and ventilation in the work area

Adjustable work stations to allow maximum flexibility and suitability for the individual physical characteristics and general needs of each worker

The Health and Safety Committee shall hold periodic inspections of the equipment and discuss its functioning with the individual operators.

Employees who are vision impaired and require lenses for working at their computer shall acquire such lenses at the Employer's expense, minus the amount covered by insurance, to a maximum of \$200.00.

**ARTICLE 29 - PAY ADMINISTRATION**

- 29.01** All employees shall be paid in accordance with the attached Schedule "A" which shall become effective on the date specified therein. For annual increment purposes, the anniversary date of an employee shall be the hiring date.
- 29.02** When an employee is required by the Employer to perform the duties and responsibilities of a higher classification level, whether within or outside the bargaining unit, on an acting basis for a temporary period of at least three (3) working days, he/she shall be paid acting pay calculated from the date on which he/she commenced to act in the higher classification level.
- 29.03** Salary is calculated on a weekly basis and pay will be provided on the Tuesday following the close of the pay period (the Sunday) immediately preceding pay day.
- 29.04** On the last regular pay day preceding the commencement of a period of vacation leave or leave without pay of at least five (5) working days, an employee shall be entitled to receive up to a maximum of four (4) weeks advance payments, providing he/she submits a written request for such advance at least one (1) week prior to the commencement of the leave period.

**29.05** For all employees, weekly provision of regular pay shall be by way of automatic deposit by the employer to that employee's bank account.

**ARTICLE 30 - EXPENSES & ALLOWANCES**

**30.01** An employee shall be reimbursed for all authorized travelling expenses properly incurred, while travelling on CIU business.

**30.02** Authorized travel may be by rail or air and by any other means, according to the convenience and necessity of the situation, as determined by the Employer.

**30.03** If travel by road is required, an employee, on request, may use his/her own private automobile if he/she wishes to do so and he/she shall be compensated by CIU at the appropriate rate specified in the CIU National Board of Directors rates.

**30.04** Expenses incurred by an employee while travelling outside the National Capital Region shall be reimbursed in accordance with the provisions of CIU National Board of Directors Rates.

**ARTICLE 31 - BILINGUALISM BONUS**

**31.01** A bilingualism bonus shall be paid to an employee who is required to use both official languages in the performance of his/her duties, and is qualified to do so:

- (a) while in his/her regular position, or
- (b) while temporarily filling another position.

**31.02** An eligible employee shall receive the bilingualism bonus for the full month in which he/she received a minimum of ten (10) days' pay.

**31.03** The bilingualism bonus shall be considered as part of an employee's salary only for the purpose of the following:

- (a) Superannuation in lieu benefit as provided in Article 25.03.
- (b) Canada Pension Plan
- (c) Québec Pension Plan
- (d) Employment Insurance
- (e) Workers Compensation
- (f) Group Life Insurance Plan

**31.04** The bilingualism bonus shall 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

- (d) Severance Pay
- (e) Demotion
- (f) Payment on death or termination of employment or unused vacation leave.

**31.05** If, in any month, an eligible employee is disabled or dies prior to establishing an entitlement to the bilingualism bonus, the bilingualism bonus benefits accruing to the employee or his/her estate shall be determined in accordance with the bilingualism bonus entitlement for the month preceding such disablement or death.

**31.06** The bilingualism bonus shall be a flat amount of **\$1360.00** and shall be paid to the qualified employees on the **first** pay day of November, except in the case of employees receiving the bonus while temporarily filling another position, who will receive the bonus on the same basis as that of the employee's regular pay.

### **ARTICLE 32 - PARKING**

**32.01** The Employer agrees to provide free parking on their premises located at 1741 Woodward Avenue, Ottawa.

### **ARTICLE 33 - CONTRACTING-OUT**

**33.01** There shall be no contracting-out of work normally performed by members of the Bargaining Unit, except in an emergency situation, as determined jointly by the Employer and the Union.

### **ARTICLE 34 - TRAINING & CAREER DEVELOPMENT LEAVE**

**34.01(a)** Career development refers to an activity which 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 PSAC or CLC;
- (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 of the employees and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in 34.01(a) above. The employee shall not receive compensation under Article 21 (Overtime) during the time spent on career development leave provided by this clause.

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



**34.02 Examination Leave with Pay**

Examination leave with pay shall be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave shall also include reasonable travel time to and from the examination.

In addition, examination leave with pay up to a maximum of one-half day shall be granted for the purpose of studying for an examination which takes place either during or outside of the employee's scheduled hours of work.

In granting this leave, the course must be related to the employee's duties or be intended to improve his/her qualifications.

**ARTICLE 35 - HUMAN RIGHTS**

**35.01** The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised 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, sexual orientation, language or by reason of his/her membership or activities in the Union.

**ARTICLE 36 - SEXUAL AND PERSONAL HARASSMENT**

**36.01** The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment, and the Employer undertakes to correct the situation and/or discipline any person engaging in the sexual or personal harassment of an employee.

- 36.02** (a) Sexual Harassment shall be defined as, but not limited to, deliberate and/or repeated sexual or sex-based behaviour that is not welcome, not asked for, and/or not returned;
- (b) Personal Harassment shall be defined as any behaviour by any person that is directed at an employee and is offensive to that employee and undermines their job performance. Bullying is a form of personal harassment. Job counselling shall not be considered personal harassment.

**36.03** For the purpose of the present article, work environment also includes meetings, seminars, courses, etc. held outside of an employee's normal work location

**36.04** Complaints and grievances under this article shall be handled with all possible confidentiality.

**36.05** A complainant or grievor shall have the right to discontinue contact with the person(s), who is/are the subject of the complaint or grievance, without loss of pay or benefits, until such time as the complaint or grievance is resolved. In settling the complaint or grievance, the complainant or grievor will be protected from discipline.

**36.06** The employee(s) or the Union have the option of a one step grievance procedure. An independent person agreed upon by both parties will investigate the complaint(s) or grievance(s). If the parties are unable to agree as to the appointment of an investigator, a party may request under the Ontario Labour Code that a mediator/arbitrator be appointed for the purpose of appointing an investigator. The investigation and report shall be handled with all

possible confidentiality and dispatch and the report shall be given to the parties.

**36.07** If the grievance is not dealt with to the satisfaction of the grievor(s), the grievance may be referred to arbitration.

**ARTICLE 37 - MODIFICATION, TERM, RENEWAL OF AGREEMENT**

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

**37.02** Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) days prior to the expiry date, give notice in writing to the other party. A meeting of the parties will be convened within fifteen (15) days of the said notice to bargain to exchange proposed changes or demands and to commence bargaining.

**37.03** The parties mutually agree that this Agreement will expire on **April 30, 2016**.

**ARTICLE 38 - PRE-RETIREMENT TRAINING**

**38.01** Once in an employee's career, the Employer shall grant up to three (3) days leave with pay to the employee for the purpose of attending a retirement seminar sponsored by CIU or PSAC.

**ARTICLE 39 – COOLING OFF PERIOD**

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

**SIGNED at Ottawa, Ontario**

**ALLIANCE EMPLOYEES UNION (AEU)**

\_\_\_\_\_  
Linda Koo  
President  
Alliance Employees Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lucette Charron  
Negotiator  
Alliance Employees Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Laurel Randle  
Alliance Employees Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Roxane Gunning  
Alliance Employees Union

\_\_\_\_\_  
Date

**CUSTOMS AND IMMIGRATION UNION (CIU)**

\_\_\_\_\_  
Jean-Pierre Fortin  
National Vice-President  
Customs and Immigration Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carmen Filice  
2<sup>nd</sup> National Vice-President  
Customs and Immigration Union

\_\_\_\_\_  
Date

**APPENDIX "A"**  
**RATES OF PAY**

Effective Date	Band Level	Minimum			Maximum	
	1					
May 1, 2012		\$30,706	\$32,329	\$33,299	\$34,299	\$35,327
May 1, 2013 (1.75%)		\$31,243	\$32,895	\$33,882	\$34,899	\$35,945
May 1, 2014 (1.75%)		\$31,790	\$33,471	\$34,475	\$35,510	\$36,574
May 1, 2015 (1.5%)		\$32,267	\$33,973	\$34,992	\$36,043	\$37,123
	2					
May 1, 2012		\$34,796	\$35,840	\$36,916	\$38,023	\$39,163
May 1, 2013 (1.75%)		\$35,405	\$36,467	\$37,562	\$38,688	\$39,848
May 1, 2014 (1.75%)		\$36,025	\$37,105	\$38,219	\$39,365	\$40,545
May 1, 2015 (1.5%)		\$36,565	\$37,662	\$38,792	\$39,955	\$41,153
	3					
May 1, 2012		\$38,887	\$40,053	\$41,254	\$42,494	\$43,768
May 1, 2013 (1.75%)		\$39,568	\$40,754	\$41,976	\$43,238	\$44,534
May 1, 2014 (1.75%)		\$40,260	\$41,467	\$42,711	\$43,995	\$45,313
May 1, 2015 (1.5%)		\$40,864	\$42,089	\$43,352	\$44,655	\$45,993
	4					
May 1, 2012		\$42,977	\$45,251	\$46,608	\$48,006	\$49,446
May 1, 2013 (1.75%)		\$43,729	\$46,043	\$47,424	\$48,846	\$50,311
May 1, 2014 (1.75%)		\$44,494	\$46,849	\$48,254	\$49,701	\$51,191
May 1, 2015 (1.5%)		\$45,161	\$47,552	\$48,978	\$50,447	\$51,959
	5					
May 1, 2012		\$48,876	\$51,281	\$52,819	\$54,404	\$56,035
May 1, 2013 (1.75%)		\$49,731	\$52,178	\$53,743	\$55,356	\$57,016
May 1, 2014 (1.75%)		\$50,601	\$53,091	\$54,684	\$56,325	\$58,014
May 1, 2015 (1.5%)		\$51,360	\$53,887	\$55,504	\$57,170	\$58,884
	6					
May 1, 2012		\$54,434	\$56,263	\$57,951	\$59,690	\$61,469
May 1, 2013 (1.75%)		\$55,387	\$57,248	\$58,965	\$60,735	\$62,545
May 1, 2014 (1.75%)		\$56,356	\$58,250	\$59,997	\$61,798	\$63,640
May 1, 2015 (1.5%)		\$57,201	\$59,124	\$60,897	\$62,725	\$64,595

<b>7</b>					
May 1, 2012	\$60,370	\$61,966	\$63,824	\$65,740	\$67,710
May 1, 2013 (1.75%)	\$61,426	\$62,613	\$64,491	\$66,426	\$68,418
May 1, 2014 (1.75%)	\$62,501	\$63,709	\$65,620	\$67,588	\$69,615
May 1, 2015 (1.5%)	\$63,439	\$64,824	\$66,768	\$68,771	\$70,833
May 1, 2015 (1.5%)	\$63,439	\$65,796	\$67,770	\$69,803	\$71,895
<b>8</b>					
May 1, 2012	\$66,333	\$68,323	\$70,373	\$72,484	\$74,659
May 1, 2013 (1.75%)	\$67,494	\$69,519	\$71,605	\$73,752	\$75,966
May 1, 2014 (1.75%)	\$68,675	\$70,736	\$72,858	\$75,043	\$77,295
May 1, 2015 (1.5%)	\$69,705	\$71,797	\$73,951	\$76,169	\$78,454
<b>9</b>					
May 1, 2012	\$71,727	\$73,878	\$76,094	\$78,376	\$80,728
May 1, 2013 (1.75%)	\$72,982	\$75,171	\$77,426	\$79,748	\$82,141
May 1, 2014 (1.75%)	\$74,259	\$76,486	\$78,781	\$81,144	\$83,578
May 1, 2015 (1.5%)	\$75,373	\$77,633	\$79,963	\$82,361	\$84,832
<b>10</b>					
May 1, 2012	\$78,555	\$81,395	\$83,772	\$86,216	\$88,725
May 1, 2013 (1.75%)	\$79,930	\$82,819	\$85,238	\$87,725	\$90,278
May 1, 2014 (1.75%)	\$81,329	\$84,268	\$86,730	\$89,260	\$91,858
May 1, 2015 (1.5%)	\$82,549	\$85,532	\$88,031	\$90,599	\$93,236
<b>11</b>					
May 1, 2012	\$85,342	\$88,696	\$91,384	\$94,113	\$96,926
May 1, 2013 (1.75%)	\$86,835	\$90,248	\$92,983	\$95,760	\$98,622
May 1, 2014 (1.75%)	\$88,355	\$91,827	\$94,610	\$97,436	\$100,348
May 1, 2015 (1.5%)	\$89,680	\$93,204	\$96,029	\$98,898	\$101,853
<b>12</b>					
May 1, 2012	\$93,512	\$97,194	\$100,114	\$103,111	\$106,188
May 1, 2013 (1.75%)	\$95,148	\$98,895	\$101,866	\$104,915	\$108,046
May 1, 2014 (1.75%)	\$96,813	\$100,626	\$103,649	\$106,751	\$109,937
May 1, 2015 (1.5%)	\$98,265	\$102,135	\$105,204	\$108,352	\$111,586

Salary Protection will be afforded to affected staff.

**A one-time signing bonus of \$500.00 was agreed upon for the current members in the Administration category.**

**A one-time signing bonus of \$250.00 was agreed upon for the current members in the Officer category.**

**APPENDIX "B"**  
**LEVEL STRUCTURE FOR THE NEW CLASSIFICATION PLAN**

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

**APPENDIX "C"  
CONVERSION RULES**

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

INCREMENTS

- b) When an employee, who was being paid at the maximum rate in the former scale of rates, and is not paid the maximum rate in the new pay scale of rates, the effective date of increment thereafter shall be the effective date of the reclassification of the position and the increment period shall be as specified in this Collective Agreement.
- c) When an employee, who was not being paid at the maximum rate in the former scale of rates, and is not paid at the maximum rate in the new scale of rates, the effective date of increment thereafter, shall be the same date that was in effect prior to the reclassification of the position and the increment period shall be as specified in this Collective Agreement.
- 02 Pay administration for incumbents of positions which have been reclassified to a level having a lower maximum rate of pay.
- a) Where a position is reclassified to a level having a lower maximum rate of pay, the employee will be granted the status of "Present Incumbent Only" as long as the employee remains in that position. Such employee shall continue to be paid in accordance with the former scale of rates applicable to his/her position prior to the effective date of the effective date of the reclassification of such position and shall be entitled to economic increases as negotiated by the Union for other employees at the same salary level.

INCREMENTS

- b) An employee, to whom clause 02 applies, who was not being paid at the maximum rate in the former scale of rates, is entitled to receive increments thereafter on the same increment date that was in effect prior to the reclassification of his/her position until he/she reaches the maximum rate of the former scale of rates and the increment period shall be as specified in this Collective Agreement.
- 03 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.



**MEMORANDUM OF AGREEMENT #1**  
***AEU/Employer EAP Committee***

The Employer agrees that, as soon as practicable, a Joint AEU/Employer EAP Committee of two representatives from each shall be established in accordance with clause 25.04.

The Committee shall be authorized to perform, but not be limited to, the following:

- to mutually agree upon a Service Provider;
- to mutually agree upon Terms of Reference for the Service Provider;
- to mutually agree on the length of the contract for the Service Provider, and to mutually agree on extensions for such contracts; and
- such other matters as may be mutually agreed are ancillary to the attainment of clause 25.04 and an effective EAP.

**MEMORANDUM OF AGREEMENT #2**  
***Term "Service"***

The Parties Agree that where the term "service" is used in clauses 9.03, 14.11, 16.01, 16.02, 16.03, 16.04, 18.05, 27.01 (a), 27.01 (b) and 27.01 (c), this term shall mean current and prior years of service, whether consecutive or non-consecutive, with the Customs and Immigration Union.

The parties further agree that notwithstanding clauses, 27.01 (a), 27.01 (b) and 27.01 (c), severance pay shall not be paid for periods during which severance pay has already been granted to employees.