



UNION OF NATIONAL DEFENCE EMPLOYEES

AND



ALLIANCE EMPLOYEES' UNION – UNIT 14

Respecting the renewal of the Collective Agreement

Between the parties

Effective – January 1, 2012

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ARTICLE 1

PREAMBLE

1.01 Where it is the desire of both parties to this agreement:

- a) to maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, and other matters of mutual interest;
- c) to encourage efficiency in operation; and
- d) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

1.02 And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

ARTICLE 2

RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer, save and except those employees covered by the Collective Agreement between the Employer and the Alliance Employees' Union (AEU Unit 18).

2.02 The Employer hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any difficulties that may arise between them.

2.03 The Union recognizes that the National Executive operates by delegation and through the Employer's By-laws, all direct authority be placed on the incumbents in the positions of National President and Executive Vice-President.

2.04 Without limiting the generality of the foregoing, the Employer's rights include:

- a) the right to initiate operating methods or procedures and to make, alter or enforce reasonable rules and regulations, policies and practices, and to organize or re-organize the assignment of work or the administration of the Union membership's duties including transfers or other

- organizational changes, subject to Article 5 and Article 25;
- b) the right to initiate disciplinary action including dismissal, subject to Article 26;
 - c) the right to introduce new equipment and facilities;
 - d) the right to determine the amount of supervision necessary at any time;
 - e) the right to determine the extent to which the Employer's affairs will be conducted and the amount of any increases in employment which should occur for any reason, subject to Articles 5.01 and 5.02 and Article 27;
 - f) the right to select, hire, assign, demote, promote, classify employees subject to Article 25, and retire employees under the provision of the Pension Plan;
 - g) the right to dismiss an employee who is still on probation under Article 25.06; such an employee shall have the right to the Grievance Procedure up to and including the National President whose decision will be final.

2.05 The Employer agrees that in exercising the specific rights enumerated above, or other rights not specified above, it will do so in a manner which reflects the cooperative measures set forth elsewhere in this Agreement.

2.06 The Employer and the Union agree that contracting out of duties or functions performed by members of the bargaining unit will be kept to a minimum. Notwithstanding the foregoing, the Employer shall consult with the Union prior to any such decision being taken.

ARTICLE 3

NEGOTIATING COMMITTEE

3.01 The Union Negotiating Committee shall consist of two (2) members, excluding the Negotiator.

3.02 In the event either party wishes to call a meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fifteen (15) working days after such request has been made. Upon mutual agreement of the parties, the time limit may be extended.

3.03 Any representative of the Union on the Negotiating Committee including the two members of the Union Negotiating Committee as referred to in Article 3.01, who is in the employ of the Employer, shall have the privilege of attending Committee meetings held within working hours without loss of pay and benefits.

3.04 The Employer shall make available to the Union, on request, information such as positions in the bargaining unit, job classifications, job descriptions, wage rates, as well as pension and welfare plans.

ARTICLE 4

NOTICE BOARD

4.01 The Employer agrees to provide a bulletin/notice board at no expense to the Union. This board shall be placed in the most appropriate area accessible to the members of the bargaining unit.

ARTICLE 5

MATTERS OF MUTUAL CONCERN

5.01 All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, technological change and other working conditions shall be discussed and settled with the Union.

5.02 The Employer will, as soon as it is possible to do so, determine from the content of convention resolutions those Alliance Employees' Union – Unit 14 members who will be asked to participate in the pre-convention and convention work as staff advisors and inform them of such. The Employer will make copies of the resolutions available to the Union at the same time copies of the resolutions are submitted to Union of National Defence Employees (UNDE) locals.

5.03 A joint Labour Management Relations Committee (LMRC) will be created consisting of two representatives from the Employer and one representative from each of AEU Units 14 and 18. The committee will meet semi-annually, if requested by either party, to discuss matters of concern with a view to developing and implementing feasible solutions in a timely manner.

ARTICLE 6

RESOLUTIONS AND REPORTS TO NATIONAL EXECUTIVE

6.01

- a) copies of all changes in policies or rules and regulations adopted by the National Executive of the Employer, which affect the members of the Union, are to be forwarded to the Union within fifteen (15) days of such change or adoption.
- b) the Employer understands that the Union may wish to discuss such matters which fall within the intent of Article 5.

ARTICLE 7

UNION SECURITY

ALL EMPLOYEES TO BE MEMBERS

7.01 All employees of the Employer as defined in Article 2.01, as a condition of employment, shall become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. All future employees of the Employer shall become and remain members in good standing in the Union within thirty (30) days of employment.

7.02 The Employer shall deduct from every employee any monthly dues, initiation, or assessments levied, in accordance with the Union Constitution and/or By-Laws owing to the Union.

7.03 Deductions shall be forwarded to the Treasurer of the Union not later than the fifteenth (15th) day of the month following the month for which the deductions were made, accompanied by a list of names of all employees from whose wages the deductions have been made.

ARTICLE 8

PRIVILEGES IN FORCE

8.01 The Employer agrees that existing privileges, not covered by this Agreement, shall continue throughout the life of the Agreement. Prior to any contemplated change(s), negotiations between the Employer and Union shall take place.

Transportation To and From Work

8.02 The Employer agrees to pay the cost of parking for all employees in the Bargaining Unit.

8.03 Should any employee not use his or her personal mode of transportation to and from the National Office, the employee shall receive an allowance equivalent to the pass required to use the regular or express OC Transpo or Outaouais Transit Bus service to and from his or her regular place of residence. Each bus pass that has been purchased shall be surrendered to the Employer once it has expired.

8.04 An employee must establish which situation exists immediately prior to the first of a calendar month, and may not change the situation during a calendar month.

ARTICLE 9

RETENTION OF RIGHTS AND PRIVILEGES

9.01 Should the Employer merge, amalgamate or combine any of its operations or functions within its own organizational structure and/or with another organization, 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, unless mutually agreed to by both parties.

ARTICLE 10

HOURS OF WORK

10.01 An "Honour System" will prevail as to hours of work.

10.02 The Employer agrees that member of the Bargaining Unit require minimal supervision and that the nature of their work requires unusual attendance modes. Because of this feature, the members of the Bargaining Unit can agree to the following code of courtesy:

- to advise the Executive Vice President of plans not to be at work and in advance where at all possible
- to leave a second message with the National President
- not to abuse this right
- to accept responsibility as professionals for their work.

The Employer in turn agrees that the spirit of this relationship will be respected and that employees will not be subjected to unfair criticism, nor will the Employer allow such criticism to be unanswered. Further the Employer agrees to follow supervisory channels if he/she has comments to make respecting any employees' actions under this article.

10.03 Compensatory leave will be granted for pre-authorized work on a scheduled day off or weekend or paid designated holiday. This leave will be compensated with one day of compensatory leave for one day worked on a scheduled day off (a day for a day), time and half (1 ½) for a Saturday or paid designated holiday and double time (2) for a Sunday.

10.04 An employee may accumulate Compensatory Leave to a maximum of fifteen (15) days. Compensatory leave in excess of fifteen (15) days will be paid out in cash by the Employer at the end of the year, at the rates of pay in effect on December 31st of the applicable year.

10.05 Subject to the prior consent of the Employer, an employee shall be granted his or her request to work on an occasional basis from his or her place of residence. Such consent shall not be unreasonably withheld.

ARTICLE 11

PAID DESIGNATED HOLIDAYS

11.01 The following days shall be paid designated holidays for all employees each year:

New Year's Day
January 2
Family Day (3rd Monday of February)
Good Friday
Easter Monday
Sovereign's Birthday
Canada Day
Alliance Day (if designated by the Public Service Alliance of Canada (PSAC))
Civic Holiday (1st Monday in August)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
A day commonly referred to as "Heritage Day" as and when declared by the Parliament of Canada.

And such other days as are proclaimed legal holidays by the Federal or Provincial Governments.

11.02 When a Paid Designated Holiday coincides with an employee's scheduled day of rest, it shall be moved to the employee's first normal working day preceding or following the employee's day(s) of rest, unless otherwise mutually agreed between the employee and the Employer.

ARTICLE 12

LEAVE – GENERAL

12.01 The accumulation of leave credits shall be based on the calendar year commencing January 1st and ending December 31st.

12.02 An employee who is entitled to receive at least eight (8) days pay in each calendar month of a calendar year shall earn leave at the applicable rates.

12.03 After the initial probationary period, employees on strength at the beginning of the calendar year may be granted anticipated leave prior to such leave being earned.

12.04 Transfers In. Persons who transfer into the Employer's payroll directly from the payroll of another component of the PSAC or from the Alliance proper, or from the Public Service, or any other PSAC dues paying member, shall have all prior service credited to them for purposes of determining vacation and other leave entitlements.

ARTICLE 13

LEAVE – VACATION

13.01 Vacation leave with pay shall be earned at the following rates:

- a) three (3) weeks upon commencement of employment with an additional one (1) day of leave per year for each year of service after one year, to a maximum of one (1) additional week;
- b) four (4) weeks if the employee has completed five (5) years but less than eleven (11) years of continuous employment; or
- c) five (5) weeks if the employee has completed eleven (11) years but less than seventeen (17) years of continuous employment; or
- d) six (6) weeks if the employee has completed seventeen (17) years or more of continuous employment; and
- e) one (1) additional day of leave per year of employment to take effect from the first day of the beginning of the employee's twenty-second (22nd) year of employment.

The Employer shall provide a written leave summary to each employee within fifteen (15) days after the end of each calendar quarter. This summary will show the up to date balance of leave credits available for the following: Vacation Leave, Sick Leave, Special Leave, Furlough and Compensatory Time.

13.02

- a) applications for vacation leave during the peak period of June, July and August shall be submitted to the Employer by April 30. Applications for vacation during the Christmas period from December 1 to January 15 shall be submitted to the Employer by November 15. Employees who do not submit an application for leave during these peak periods by the dates specified may be granted leave at the Employer's discretion.
- b) vacation leave shall be granted as follows:
 - i) to conform to the date(s) specified by the employee;

- ii) to enable the employee to take her or his vacation on consecutive days;
 - iii) to ensure adequate staffing.
- c) the Employer shall make every reasonable effort not to contact any employee while on vacation leave. The Employer further agrees not to recall any employee for any reason during a vacation leave period.
- d) once vacation leave has been approved, the Employer shall not cancel or alter the leave for any reason. However, the Employer may grant a request from an employee for a change in their approved vacation leave.

13.03 If a Paid Designated Holiday falls within an employee's vacation period, the employee shall be credited with an additional day of vacation leave. Such additional day(s) may be taken either contiguous to the employee's vacation period or at some future date.

13.04 Subject to 13.05, employees shall normally take their vacation leave in the calendar year in which it is earned.

13.05

- a) an employee shall be entitled to carry forward any unused vacation leave credits into the next calendar year if the Employer has interrupted the employee's original arrangements.
- b) upon request to, and approval by the Employer, an employee shall be permitted to carry over any portion of her or his vacation leave credits up to one (1) year's entitlement into the next calendar year.

13.06 Where an employee severs employment with the Employer and has not taken her or his vacation leave entitlement, the employee shall be entitled to a cash payment for unused vacation leave. Such payment shall be based on the employee's daily rate of pay which is current at the time of severance.

13.07 Recovery Action

- a) only where an employee resigns, abandons his or her employment with the Employer or is discharged, and has been granted more vacation leave than earned, the Employer shall recover the monetary equivalent of any such vacation leave.
- b) there shall not be any recovery action when a person exercises any option under the UNDE Pension Plan except when the option exercised is a deferred pension or a return of contributions.

13.08 Illness During Vacation Leave. Where during a period of vacation leave an illness or accident affects a period, sick leave may be substituted for that period if supported by a medical certificate.

13.09 Vacation Bonus

a) the Employer agrees to pay each employee the equivalent of one (1) week's salary, determined by the formula in Article 13.09 b), once in each vacation period of twelve (12) months beginning January 1st of each calendar year, subject to the conditions set forth in Article 13.09 c) and d).

b) the formula to determine one week's salary is:

$$\frac{\text{Annual Salary on Date of Payment}}{1,664} \quad \times 32$$

c) employees may request and will receive the vacation bonus upon reasonable advance notice to the Employer:

i) at a time immediately preceding an approved vacation period of one or more weeks;

ii) at any time following the utilization of two weeks' current leave credits on a casual basis during the current vacation period.

d) employees will be deemed as earning, for each month of service in a current vacation period, 1/12th of the one (1) week's vacation bonus. Where an employee who has received the vacation bonus for a current vacation period subsequently resigns, is discharged, or abandons his or her position before December 31st of the current vacation period, the Employer shall be entitled to recover the unearned portion of the vacation bonus.

Example: Employee has taken full three (3) weeks leave in April (ie, twelve (12) days) and has received one (1) week's bonus (four (4) days' pay). On July 1st the employee resigns. He or she has earned (January- June inclusive) only 6/12th of four (4) days bonus (ie, two (2) days' pay). The Employer will recover two (2) days' pay as unearned vacation bonus. (It should be noted that under the above situation the Employer will also recover six (6) days' pay as unearned leave credits as per Article 13.07.

e) there shall not be any recovery when a person exercises any option under the UNDE Pension Plan except when the option exercised is a deferred pension or a return of contributions.

- f)
 - i) where an employee is granted carry over in accordance with 13.05 b) and has not requested payment of the vacation bonus under 13.09 c), the vacation bonus shall also be carried over.
 - ii) should an employee request a carry-over of less than one (1) year's entitlement and she or he has received the bonus under 13.09, there shall be no carry-over of the bonus.

ARTICLE 14

FURLOUGH LEAVE

14.01

- a) furlough leave credits shall be calculated from the date of employment with the Employer including service with the PSAC, other components, the Public Service, or any predecessor organization and shall be taken into account in determining credits for furlough leave for all employees on staff with the UNDE as of April 1, 2009.
- b)
 - i) after completion of twenty (20) years of employment, employees shall be entitled to one calendar month of furlough leave in addition to their annual vacation leave. This furlough leave shall be granted only once during employment.
 - ii) when an employee ceases to be employed for any reason except discharge or abandonment of his or her position, furlough leave remaining to the credit of the employee shall be compensated in cash, at the employee's rate of pay which is current at the time of the termination of his or her employment.
- c) an employee may elect to take his or her furlough leave in units of one week or more until such leave credits are used up.

ARTICLE 15

SICK LEAVE

15.01 Credits. An employee shall earn and accumulate sick leave credits at the rate of three (3) weeks for each calendar year.

15.02 Where sick leave would normally be authorized for an employee but the employee has insufficient or no sick leave credits, the employee shall be granted sick leave in advance upon provision of a medical certificate. Such advance sick leave credits shall be charged against future credits earned.

15.03 Where sick leave is being paid to an employee with five (5) years' service or more, and the employee becomes entitled to Long Term Disability Income, unused sick leave credits shall be converted to an equivalent dollar value at that point in time. Such dollar value shall be paid to the employee to bring her or his earnings back up to her or his normal take-home pay. Such payments shall continue until the employee's dollar credits have been used up.

15.04 An employee who is on Long Term Disability Insurance may be removed from the Employer's payroll after a total of twenty-four (24) consecutive months of paid and unpaid leave have passed and shall only be reemployed at the Employer's discretion.

15.05 Should the employer require an employee to provide a medical certificate, the costs charged by the doctor for such certificate shall be reimbursed by the Employer upon proof of payment.

ARTICLE 16

SPECIAL LEAVE

16.01 Credits. An employee shall earn special leave credits with pay at the rate of one-half ($\frac{1}{2}$) day for each calendar month for which she or he was entitled to receive at least eight (8) days pay. Special leave credits shall accrue to a maximum of thirty (30) days. As special leave credits are used, they shall continue to be earned up to the maximum of thirty (30) days.

16.02 Marriage Leave. An employee shall be entitled to a maximum of one (1) week special leave, upon completing one (1) year of continuous employment, for the purpose of getting married.

16.03 Bereavement Leave

- a) for the purpose of this article, immediate family is defined as father, mother, sister, brother, spouse or common-law spouse, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, child or grandchild of the employee (including stepchild and/or ward), and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- b) when a member of the employee's immediate family dies, the employee shall be entitled to receive bereavement leave for a period up to four (4) days. In addition, the employee shall be granted up to three (3) days special leave for the purpose of travel, if required.

- c) an employee is entitled to receive one (1) day special leave with pay in the event of the death of an employee's brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.
- d) if during a period of paid leave an employee is bereaved, the employee shall be granted bereavement leave and other paid leave credits so displaced shall be restored.

16.04 Family Related Leave

- a) for the purpose of this article, family is defined as spouse (or common-law partner), children (including foster children or children of the spouse or common-law partner), parents (including stepparents or foster parents), brother, sister, or any relative permanently residing in the employee's household or with whom the employee resides.
- b) leave with pay of up to four (4) days per year shall be granted to an employee for family related reasons. Leave taken in accordance with this article, shall be deducted from the special leave credits in Article 16.01.

16.05 Leave for Other Reasons. An employee shall be granted special leave:

- a) up to a maximum of four (4) consecutive days when situations surrounding the birth of a child require his/her attention to his/her spouse and/or children at home;
- b) of one (1) day for needs directly related to the adoption of his or her child. This leave may be divided into two (2) periods and granted on separate days;
- c) when circumstances not directly attributed to the employee prevent him or her from reporting to duty;
- d) when circumstances not previously covered in this article arise, and the Employer is satisfied the request is reasonable and justified.

16.06 Advance of Credits. Where an employee has insufficient or no leave credits to cover the granting of special leave within the extent of this article, paid leave up to a maximum of four (4) days shall be granted. Such advance shall be deducted from any special leave credits subsequently earned, except in the case of the resignation or discharge, recovery shall be made by the Employer.

ARTICLE 17

MATERNITY LEAVE WITHOUT PAY / PARENTAL LEAVE WITHOUT PAY

17.01 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) used 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 15, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 15, Sick Leave With Pay, 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 four (4) 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 article 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.

17.02 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:

Allowance received X Remaining period to be worked following her return to work
 Total period to be worked as specified in (B)

(D) 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 17.02 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.

17.03 Special Maternity Allowance for Totally Disabled Employees

- a) an employee who:
 - i) fails to satisfy the eligibility requirement specified in subparagraph 17.02 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 17.02 a), other than those specified in sections (A) and (B) of subparagraph 17.02 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 article and under Article 17.02 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).

17.04 Transitional Provisions. If, on the date of signature of this Agreement, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions of this article. Any application must be received before the termination date of the leave period originally requested.

17.05 Parental Leave Without Pay

- a) where an employee has or will have the actual care and custody of a newborn 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 (2) 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 four (4) 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 four (4) weeks' notice;
 - iii) require an employee to submit a birth certificate or proof of adoption of the child.
- g) Leave granted under this article 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.

17.06 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:
 - ii) 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, in addition to the period of time referred to in section 17.06 a)iii)(B), if applicable;

- (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 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
<hr/>		
Total period to be worked as specified in (B)		

- (D) 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 17.06 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 for each combined maternity and parental leave without pay.

17.06.1 Special Parental Allowance for Totally Disabled Employees

- (a) an employee who:
 - i) fails to satisfy the eligibility requirement specified in subparagraph 17.06 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 17.06 a), other than those specified in sections (A) and (B) of subparagraph 17.06 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 Workplace Safety and Insurance Act.
- b) an employee shall be paid an allowance under this article and under Article 17.06 for 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).

17.06.2 Transitional Provisions. If, on the date of signature of this Agreement, any employee is currently on parental leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of this article. Any application must be received before the termination date of the leave period originally requested.

ARTICLE 18

OTHER TYPES OF LEAVE

18.01 Court Leave. Leave of absence with pay shall be given to an employee, other than an employee on leave of absence without pay or under suspension, who is required:

- a) to serve on a jury; or
- b) by subpoena, summons, or other legal instrument to attend as a witness in any proceeding held:
 - i) in or under the authority of a court or 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 other than in the performance of the duties of her or his 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;
 - v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

18.02 Staff Development Leave

- a) the Employer acknowledges the UNDE budget line item titled Staff Courses and Seminars funded and adopted at the UNDE triennial conventions.
- b) any employee may have access to this funding to attend specialized courses, providing the following conditions are met:
 - i) the course is one which has a direct bearing upon the employee's present work and work to which he or she might reasonably aspire in the Employer's employ;
 - ii) the material is such that attendance at a course is normally considered the most satisfactory means by which to learn the material;
 - iii) other staff are unable or unwilling to provide the same quality of learning as will be provided by attendance at the course;

- iv) the material requires more and varied effort than simply through reading available literature.
- c) an employee may have access to this funding if she or he has demonstrated she or he is taking courses which are included in a formal post high school curriculum leading to a business or labour relations certificate or to any degree which is relevant to the Employer's business. Courses which are valid for this purpose are any prerequisite and compulsory courses but not extra "interest" courses. An employee need not have as a final goal the attainment of a certificate or a degree, providing the course meets the other requirements of this article.
- d) the Employer agrees to grant employees who are attending school (at night or part-time) one (1) days special leave for the purpose of studying for an examination. This leave shall not exceed one (1) day per school semester and will be granted providing there is evidence of the examination schedule which shows that the one (1) day requested is an employee's scheduled day of work and that day is the day prior to the examination.

18.03 Personal Leave. Each employee shall be granted, in each calendar year, four (4) days of leave with pay for reasons of a personal nature. The leave shall be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request. The employee agrees that personal leave is granted on a use or lose basis and is not to be carried over from year to year.

18.04 Compassionate Leave Without Pay

- a) For the purpose of this article, family is defined as spouse (or common-law partner), children (including foster children or children of the spouse or common-law partner), parents (including stepparents or foster parents), brother, sister, or any relative permanently residing in the employee's household or with whom the employee resides.
- b) leave without pay for a period of up to three (3) months shall be granted to an employee to take care of a seriously ill family member. Upon request of the employee, an additional period of leave without pay of up to twenty-one (21) months may be granted.

ARTICLE 19

LEAVE FOR UNION BUSINESS

19.01 The Employer shall grant leave with pay to members of AEU Bargaining Unit 14 during actual negotiations for the renewal of this Agreement and/or the processing of a grievance, where the employees are involved as nominees of the AEU bargaining unit 14, representative of the employees, or are grievors.

19.02 Leave of absence without pay shall be granted to an employee selected or appointed to attend conventions, seminars, or other similar functions on behalf of the Alliance Employees' Union.

19.03 The Employer shall continue to pay, for a maximum of three (3) months, its share of an employee's benefits when he or she is on leave without pay under the terms of this article.

19.04 Employees on leave of absence without pay who have been elected or appointed temporarily to perform AEU functions under the terms of this article shall continue to accrue service credits towards sick leave, severance pay and the pension plan providing that the Alliance Employees' Union pays UNDE a sum equal to the value of the earned credits, with the cost based upon the employee's UNDE salary on the date on which he or she returns to work with the Employer.

ARTICLE 20

SEVERANCE PAY

20.01 The Employer has established a funded account for the exclusive purpose of Severance Pay. This trust account is with the Bank of Nova Scotia. Upon request, a quarterly statement of the fund will be provided to the Union.

20.02 Severance pay shall be based on a daily rate calculated by dividing the employee's annual salary, at the time of severance, by 1664 and multiplying his/her result by 8.

Annual Salary at the time of Severance

$$\frac{\text{Annual Salary at the time of Severance}}{1,664} \times 8$$

20.03

- a) severance pay shall be accumulated at the rate of one-half (1/2) of a day for each completed month worked for the Employer plus one-half (1/2) day for each completed month worked for the PSAC, one of its components or their predecessor organizations, providing the period of service was continuous. Any employee who has completed ten (10) years or more of continuous service with the Employer and the PSAC, one of its components or their predecessor organizations, will be entitled to three-quarters (3/4) of a day's pay per month, for each month of employment with the Employer.
- b) an employee hired on or after January 1, 1977, who has transferred from the PSAC or one of its Components, has the right to severance pay upon termination but the amount shall be calculated as follows:

Prior creditable service with the PSAC, another Component or a predecessor organization: a return of any transferred Severance Pay amount, plus interest as earned by the Severance Pay Fund, plus severance pay based on the UNDE formula for the period of employment with UNDE.

20.04 Severance pay shall be paid to an employee who has completed one (1) year or more of service, upon termination of employment for any reason except discharge or abandonment of employment.

20.05 For the purpose of this article, eight (8) days' pay in any month shall constitute one (1) completed month.

20.06 SPECIAL PROVISION FOR STAFF EMPLOYED PRIOR TO OCTOBER 12, 1988

- a) any employee who has, as of October 12, 1988, completed ten (10) years or more of continuous service with the Employer and the PSAC, one of its Components or their predecessor organizations, will be entitled to three-quarters (3/4) of a day's pay per month, for each month of employment with the Employer.
- b) Any employee with less than ten (10) years will receive $\frac{3}{4}$ of a day's pay per month beginning the first (1st) day of the tenth (10th) year.

ARTICLE 21

GROUP PENSION PLAN

21.01 The Employer agrees to continue, inclusive of amendments, the Group Pension Plan which came into effect on the first day of June 1976, and any protections provided thereunder flowing from the North American Plan which was in effect on the first day of April 1958.

21.02 The Employer agrees to establish a joint Employer-Union Committee to review and monitor on a continuing basis any existing or revised Group Pension Plans applicable to the members of this Union with a view to improving the terms and benefits available. Copies of all reports, data or amendments are to be made available to all members of this Committee.

21.03 The joint Employer-Union Committee shall also include a person, at no cost to the Employer, who shall be selected from amongst the retired UNDE employees who prior to retirement were members of Unit 14 or 18. This appointment shall take place within sixty (60) days from the signing of each collective agreement.

ARTICLE 22

INSURED BENEFIT PROGRAM

22.01 The Employer agrees to pay 100% of the cost of the employee's premiums towards the following current insured benefits:

1. Provincial Hospital Insurance Plan
2. Major Medical including vision care
3. Dental Insurance
4. Salary Continuation Plan
5. Group Life Insurance Plan, including AD&D

22.02 The Employer agrees to negotiate with the Union any changes to the Imperial Life Plans instituted June 1, 1980.

The following plans were reviewed and updated on August 1, 1986:

- Group Life and AD&D
- Major Medical including Vision care
- Dental

The Income Protection was reviewed June 1, 1980.

22.03 The Employer guarantees an employee having five (5) years of service or more, 100% salary for the six (6) month waiting period in the Salary Continuation Plan, regardless of accrued sick leave.

22.04 Those employees who previous to June 1, 1980, held individual policies to which the Employer was contributing, may continue to hold said policies with the Employer paying its current share of the premium. Premiums for additional individual policies will not be paid by the Employer.

22.05 For purposes of including a spouse under the Major Medical and Dental Insurance Plans, a spouse shall mean either an employee's legally married spouse or a person who, although not legally married to an employee, cohabits with the employee in a husband and wife relationship which has been recognized in the community in which they reside, for a period of at least one (1) year.

22.06 A tripartite Benefits Committee will be established comprised of one (1) member from each of AEU Units 14 and 18 and the Employer Representative. Said Committee shall convene at least once annually, no later than June 30th of each year, to review all existing benefit plans and to make recommendations to their principals concerning improvements to said plans.

The recommendations made by this Committee shall be forwarded in writing to all AEU members and placed in writing before the Employer for review and consideration as to implementation.

22.07 Retiree Benefits

- a) an employee who terminates employment and who is eligible to receive an immediate or deferred pension in accordance with the UNDE Staff Pension Plan on or after April 1, 2009 shall receive an annual retirement allowance of two-thousand five hundred dollars (\$2,500.00) for a maximum of ten (10) years from the date of retirement or to age sixty-five (65), whichever comes first. Payment shall be made at the time of retirement and in January of each subsequent year.
- b) the employee may elect to continue coverage in the Employer's Extended Health, Vision and Dental plan. The election must be made within thirty (30) days of retirement. The employee will be responsible for payment of the monthly insurance premiums.

ARTICLE 23

DEATH

23.01 Upon death of an employee, all benefits which would have accrued and been payable to said employee on normal termination of employment shall be paid to the employee's estate or to the employee's designated beneficiary(ies), as appropriate, within thirty (30) days.

ARTICLE 24

GRIEVANCE PROCEDURE

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

24.02 Before submitting a grievance an employee is encouraged to discuss the matter with the Executive Vice President. An employee may, if she or he so desires, be assisted or represented by the Union during such discussions.

24.03 An employee has the right to be represented by the Union at each step of the grievance procedure. All grievances shall be heard by the National President. In the event a grievance is filed against the National President, the grievance shall then be heard by the Executive Vice-President.

24.04 An employee may present a grievance within twenty-five (25) working days after becoming aware of the action or circumstances giving rise to the grievance. The Employer and the Union shall discuss the grievance and the Employer shall reply to the grievance, in writing within five (5) working days of receipt of the grievance.

24.05 Extension of time limits may be granted by mutual written consent.

24.06 Failing satisfactory settlement, either party may submit the matter, within thirty (30) days, to an Arbitrator who is mutually acceptable. If the parties do not agree on an Arbitrator, the matter shall be referred to the Ontario Minister of Labour, who will be requested to appoint an Arbitrator.

24.07

- a) The Arbitrator shall within seven (7) days render his or her decision in accordance with this Agreement. Such decision shall be final and binding on both parties. The decision of the Arbitrator may be verbal but shall be confirmed in writing to both the Employer and the Union. Expenses of the Arbitrator shall be shared equally by the Employer and the Union.

- b) Upon mutual consent of both parties, the time limit in 24.07 a) may be extended or waived.

24.08 Mediation Process

- a) The mediation process is voluntary and available to any party at any stage during the grievance procedure. Mediation can only occur with the written consent of the parties. The mediator will be selected by mutual agreement of the parties. Should the mediation process fail to resolve the grievance, or should either party decide to discontinue the mediation process, either party may submit the matter, within thirty (30) days to an Arbitrator who is mutually acceptable. If the parties do not agree on an arbitrator, the matter shall be referred to the Ontario Minister of Labour, who will be requested to appoint an Arbitrator.
- b) The decision of the Arbitrator shall be final and binding on both parties. The cost of the arbitrator shall be shared equally by the Employer and the Union.

ARTICLE 25

PROMOTIONS AND STAFF CHANGES

25.01 Job Postings

- a) when a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall notify the Alliance Employees' Union in writing and post notice of the position in the Employer's offices, for a minimum of two weeks in order that all members will know about the position and be able to make written application.
- b) when filling vacancies, consideration shall first be given to the applicants from the Alliance Employees' Union – Unit 14, then from Alliance Employees Union – Unit 18, and then from Alliance Employees Union.

25.02 Information In Postings. Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills and rates of pay. There shall be no attempt by the Employer to draw up job descriptions and qualifications to fit or exclude any particular individual.

25.03 Promotions. When consideration is being given to the promotion of employees and when everything else is equal, the employee with the greatest seniority shall be appointed.

25.04 Staff Changes and Transfers. Both parties recognize the mutual advantages which could be gained from staff changes and/or transfers. Such actions shall be subject to consultation between the parties.

25.05 Position Reclassification. In the event of a position being reclassified upwards and provided the incumbent of such position is substantially performing the duties in a satisfactory manner, the incumbent shall be appointed at the level of the reclassified position.

25.06 Probationary Period. A new employee shall have a probationary period of one (1) year. If the new employee transfers directly from the Public Service Alliance of Canada or any of its Components, the probationary period may be waived by the employer.

25.07 Union Notification. The Union shall be notified of all appointments, hirings, transfers, reclassifications, and terminations of employment within the bargaining unit.

25.08 Term Employees and Temporary Employees (Arbitration decision). "Term employees" and "Temporary employees" are employees employed in the bargaining unit for a specified period of time or for a specified purpose, respectively. Except with the approval of the AEU President or his/her delegate no such employee shall be employed for more than one year. In addition, all such employees shall cease to be employed when the specified period of time or specified purpose, respectively, comes to an end. Any such employee who has been continuously employed for a period of two years or more in the same position shall be considered a permanent employee.

ARTICLE 26

DISMISSALS

26.01 No employee shall be dismissed, except for just cause. The employee may appeal any dismissal through the grievance process, as outlined in this Agreement.

26.02 If such an appeal is upheld, the employee shall be immediately reinstated with no loss of benefits, and shall be reimbursed retroactively for loss of pay.

ARTICLE 27

JOB SECURITY

27.01 There shall be no lay-offs during the life of this Agreement.

27.02 If there is a major reduction in UNDE Membership, the parties will meet to discuss and agree on ways and means to adjust to the situation which could include the laying-off of employees.

ARTICLE 28

CROSSING OF PICKET LINES

28.01 In the event that any other employees of the Employer engage in a strike or where employees in an industrial dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

28.02 In the event of a legal strike by UNDE members, no members of this bargaining unit will be permitted to communicate in an official capacity with respective Employer representatives against whom such strike action is taken without the prior written approval of the National President.

ARTICLE 29

PAY ADMINISTRATION

29.01 There shall be no red-circling.

29.02 All employees shall be paid in accordance with the rates of pay set forth in Appendix "A" specified for their respective classification and level. The rates become effective on the dates specified therein.

29.03 Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of the Agreement, the following shall apply:

- a) "retroactive period" means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day this Agreement is signed;
- b) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees, who were in the bargaining unit at any time during the retroactive period;
- c) rates of pay shall be paid in an amount equal to what would have been paid had this Agreement been signed on the effective date of the revision in rates of pay;
- d) in order for the former employees or, in the case of death, for the former employees' representative to receive payment in accordance with Article 29.03 c), the Employer shall notify, by registered mail such individuals that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases.

29.04 For annual increment purposes, the anniversary date of an employee shall be the hiring date, or in the case of promotion or reclassification, the effective date of the promotion or reclassification.

29.05 In the case of promotion, the employee shall receive a pay increase equivalent to at least a pay increment in his or her former range of pay.

29.06 If the Employer anticipates the introduction of a new classification structure, such structure shall be negotiated with the Union.

29.07 Where a pay increment and pay revision are affected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

29.08 To determine an employee's rate of pay, the negotiated increase shall be applied to the employee's range of rates of pay; the employee shall then be paid in accordance with the adjusted step at which she or he is on the effective date of the adjustment.

29.09 All employees shall be paid on a bi-weekly basis on alternate Wednesdays. If a paid designated holiday falls on a Wednesday which is designated as a 'pay-day', the pay day shall be on the preceding day.

29.10 If an employee is required to work in a position carrying a higher classification for at least three (3) weeks, such employee shall receive an increase in pay calculated as if he or she had been promoted to that position. This increase shall continue until the employee returns to his or her regular position.

29.11 If an employee is required to assume, for at least two (2) months, more responsible duties than those normally assigned to her or his position, the Employer and the Union shall consult with a view to determining the additional pay to be paid to such employee for the applicable period of time.

29.12 Cost of Living. The purpose of a COLA clause is to ensure that increases to rates of pay are at least comparable to increases in the cost of living as reflected in the Canadian Consumer Price Index in order to maintain purchasing power.

Accordingly, in January of each year, an increase to rates of pay will be made to reflect the difference, IF ANY, between the increase in the year over year Consumer Price Index percentage for Ottawa All Items (1981 base year) for December of the previous year MINUS the percentage increase to rates of pay for the previous year negotiated by the parties and reflected in the collective agreement.

Example: CPI 2.6% - Pay Increase 2.5% = 0.1% Cost of living adjustment
CPI 2.8% - Pay Increase 3.0% = No cost of living adjustment

29.13 The Employer shall provide Direct Deposit of all employees' pay cheques into bank accounts designated by each employee.

ARTICLE 30

EMPLOYEE TRAVEL

30.01 When on authorized Employer business, employees shall be reimbursed reasonable expenses, including a mileage rate for personal automobile usage at the same rates as the National Executive.

30.02 An employee will seek prior approval to use his/her personal automobile for out of town trips.

ARTICLE 31

JOB DESCRIPTION

31.01 The parties agree that the mutually agreed upon classification system in the UNDE is the Public Service Alliance of Canada/Alliance Family – Job Evaluation System – Deloitte & Touche. Should this system be amended or changed in the future, the parties agree that the new or amended classification system will be recognized and reflected in the subsequent collective agreement.

31.02 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 by factor.

31.03 The Employer shall provide an employee within ten (10) days with a copy of the above either when requested or at a time of employment, or when there is a change in duties.

ARTICLE 32

DISCIPLINARY ACTION

32.01

- 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 the employee receiving beforehand the grounds on which a discipline measure is imposed.

- b) In any arbitration relating to disciplinary measure, the burden of proof shall rest with the Employer and such proof shall be confirmed to the grounds mentioned in the notice referred to in paragraph a) above.

32.02

- a) the Employer agrees that there shall be only one personnel file for each employee and that no report relating to the employee's conduct or performance may be used against him/her in the grievance procedure nor at arbitration unless such report is part of the same file.
- b) no report may be placed in the file or constitute part thereof unless a copy of the said report is sent to the employee within twenty-five days (25) after the date of the employee's alleged infraction, or of its coming to the attention of the Employer, or of the Employer's alleged source of dissatisfaction with the employee.
- c) any unfavourable report concerning an employee and any report concerning an infraction shall be withdrawn from the file after a period of one year from the date of the alleged infraction provided there is no further infraction of a similar nature.

32.03 Upon request from an employee, the employee and/or his/her union representative, if authorized by the employee, shall have access to the official personnel file of the employee in the presence of an authorized representative of management.

32.04

- a) the Employer agrees to notify an employee at least twenty-four (24) hours in advance of any interview of a disciplinary nature and to indicate:
 - i) the employee's right to be accompanied by a union representative;
 - ii) the purpose of the meeting, including whether it involves the employee's personnel file;
 - iii) that if the employee's personnel file is to be considered during the interview, the employee and/or his/her union representative, the latter with the employee's permission, shall, before the meeting, have access to this file in accordance with 32.03.
- b) 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.

- c) 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 33

NO DISCRIMINATION AND HARASSMENT

33.01 The Union and the Employer recognize the right of the employees to work in an environment free from discrimination, sexual and personal harassment.

33.02 The Employer agrees that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, race, colour, national or ethnic origin, political affiliation, religion, disability, sex, family status, marital status, sexual orientation, conviction for an offence for which a pardon has been granted, or by reason of his/her membership or activity in the Union.

33.03

- a) sexual harassment shall be defined as any deliberate, unsolicited or repeated verbal, physical or gestural sexual advance, sexually explicit derogatory statements or sexually discriminatory remarks made by someone in the workplace which would reasonably cause offence to the employee involved, which would reasonably cause the employee to feel threatened, humiliated, patronized or harassed, or which would reasonably cause interference with the employee's job performance, job security, or the creation of a threatening or intimidating work environment.
- b) personal harassment shall be defined as any behaviour by any person, in particular management, an elected representative or a co-worker, that is directed at an employee and which reasonably considered is offensive to that employee, would endanger an employee's job, would undermine the performance of that job or would threaten the economic livelihood of the employee.

33.04 For the purpose of this article, work environment also includes meetings, seminars, courses and other functions held outside of an employee's normal work location.

33.05

- a) complaints and grievances under this article shall be handled with all possible confidentiality.
- b) a complainant or grievor shall have the right to discontinue contact, for reporting purposes, with the person(s) who is/are the subject of the complaint or grievance,

without loss of pay or benefits, until such time as the complaint or grievance is resolved. In settling the complaint or grievance, the complainant or grievor will be protected from forced relocation and/or discipline. Where the complainant or grievor or the alleged harasser requests transfer of work location or reassignment of duties, the Employer shall make all reasonable efforts to accommodate such request until the matter is resolved. When neither party requests a transfer but one party has requested discontinued contact, for reporting purposes, the Employer shall make all reasonable efforts to comply with such a request.

- c) complainants or grievors shall have the right to refuse work where they feel they are in danger until such time as the matter has been dealt with satisfactorily. Employees refusing to work under these circumstances shall notify their immediate supervisor or other representative of the Employer as soon as possible after refusing to work.

33.06

- a) the employee, employees or the Union (AEU) have the option of a one step grievance procedure. The Employer will be responsible for dealing with a complaint and grievance of sexual or personal harassment. The investigation and response will be handled with all possible confidentiality.
- b) if the grievance is not dealt with to the satisfaction of the grievor(s), the grievance may be referred to arbitration.

33.07 The Employer agrees to exhaust all procedures in order to correct all founded complaint(s) and grievance(s) filed under the no discrimination and harassment articles.

ARTICLE 34

BILINGUAL BONUS

34.01 Effective January 1, 2013, the Employer agrees that a bilingual bonus of twelve hundred dollars (\$1,200.00) per year shall be payable to all employees who are required by the Employer to use both official languages in the performance of their duties.

34.02 The bilingual bonus shall be considered as part of an employee's salary for the purpose of the following:

- UNDE Pension Plan
- Canada or Quebec Pension Plan
- Employment Insurance
- Severance Pay

- UNDE Income Protection Plan
- UNDE Group Life Insurance

ARTICLE 35

STRESS ALLOWANCE

35.01 To assist in reducing the stress associated with employees' jobs, the Employer shall pay each employee the sum of six hundred dollars (\$600.00) in January of each calendar year to be used by each employee at his/her own discretion for activities intended to alleviate or reduce stress.

ARTICLE 36

PRE-RETIREMENT TRAINING

36.01 Leave with pay twice in an employee's career shall be granted to attend a retirement seminar sponsored by UNDE or PSAC. The dates and times of such training will be mutually agreed to by the parties.

ARTICLE 37

PROFESSIONAL FEES

37.01 An employee shall be reimbursed upon production of receipts, the full amount per year for fees and insurance premiums paid to join and maintain membership in provincial/federal/territorial professional associations, where membership in the professional association is required by the Employer for the performance of the duties of the employee's position.

APPENDIX "A"

RATES OF PAY

JANUARY 1, 2012

STEP	BAND 10	BAND 11	BAND 12	BAND 13
1	77,953	88,350	95,271	102,298
2	79,767	91,283	98,165	105,467
3	81,586	93,889	101,059	108,643
4	83,398	96,494	103,951	111,809

JANUARY 1, 2013

1	79,122	89,675	96,700	103,832
2	80,964	92,652	99,637	107,049
3	82,810	95,298	102,575	110,273
4	84,648	97,941	105,510	113,486

JANUARY 1, 2014

1	80,309	91,020	98,151	105,390
2	82,178	94,042	101,132	108,655
3	84,052	96,727	104,113	111,927
4	85,918	99,410	107,093	115,189

APPENDIX "B"

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)
13	1051 to 1140 (90)
14	1141 to 1230 (90)
15	1231 to 1320 (90)

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 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.

INCOME AVERAGING LEAVE

The Employer may grant leave without pay for a period of between five (5) weeks to a maximum of three (3) months to indeterminate employees within the bargaining unit within a specified twelve (12) month period. Approval of such arrangement is subject to operational requirements and will be approved on an equitable basis within the organization. The twelve (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 worked.
- b) Pension and benefit coverage, as well as premiums or contributions, will continue at pre-arrangement levels.
- c) Pension and benefit coverage during the leave without pay period will continue at pre-arrangement rates and the Employer is responsible for their share of pension;
- 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 approved twelve (12) month income averaging arrangement.
- f) Changes to the leave arrangements by the employee must be provided in writing, with a minimum of two (2) week's notice.
- g) This period of leave without pay will not be extended by any other periods of leave.
- h) Employees are eligible to be granted income averaging leave once every three (3) years.

APPENDIX "E"

DEFERRED SALARY LEAVE PLAN – REGULATIONS

- A. .01 Purpose: The Deferred Salary Leave Plan will afford employees the opportunity of taking one (1) year leave of absence, and through deferral of salary, finance the leave.
- .02 Eligibility: Any employee who is a full-time permanent employee of UNDE is eligible to participate in the Plan.
- .03 Application: Any employee must make written application to the Employer on or before January 1st of the year deferment is to commence, to participate in the plan. Written acceptance or denial of the employee's request with explanation shall be forwarded to the employee within ten (10) days after the request is made.
- Approval of individual requests to participate in the Plan shall rest solely with the Employer. Notwithstanding the aforementioned, the Employer may restrict in any year the number of participants in the Plan.
- .04 In the year while on Deferred Salary Leave, an employee must indicate to the Employer his/her intention of either retiring or returning to the workforce.
- B. .01 Payment Formula and Leave of Absence
- i) In each year of the Plan, preceding the year of the leave, an employee will be paid a reduced percentage of applicable annual salary.
- ii) The remaining percentage of the gross annual salary will be deducted in bi-weekly instalments commencing with the first pay cheque in January and will continue to be deducted for a period not to exceed 24 months for the "two over three" plan; 36 months for the "three over four" plan; 48 months for the "four over five" plan; 60 months for the "five over six" plan; 72 months for the "six over seven" plan and 84 months for the "seven over eight" plan. The percentage of salary deducted for each of the above plans is as follows:
- 2 over 3 = 33.3% deducted for 24 months
3 over 4 = 25.0% deducted for 36 months
4 over 5 = 20.0% deducted for 48 months
5 over 6 = 16.7% deducted for 60 months
6 over 7 = 14.3% deducted for 72 months
7 over 8 = 12.5% deducted for 84 months

Except for the 2 over 3 plan, approximately 80% of salary is put aside for the life of the Plan.

- iii) All deferred salary shall be forwarded to the Bank of Nova Scotia and shall accumulate interest at the same rate as UNDE Long Term Deposits in Certificates or Bonds.
- iv) Employee contributions for Canada Pension Plan, Employment Insurance and Income Tax are to be deducted from the portion of salary remaining after the approved deferment percentage. Employee pension plan deductions during each year of the Plan, including year of leave, shall be made on the basis of what the salary would have been had the employee not entered the Plan. In the year of leave, Income Tax, Canada Pension Plan and Employment Insurance contributions are to be made from the deferred salary plus accumulated interest. All other deductions such as AEU Union dues shall be made as usual.
- v) In the year of leave, the annual salary shall be determined from the total amount accumulated from contributions to the Plan over the preceding 24, 36, 48, 60, 72, 84 months plus accumulated interest.
- vi) The amount referred to in (v) above will be paid in bi-weekly instalments by the Employer. The residual will continue to earn interest at the prevailing rate outlined in (iii) above and any adjustments of accumulations will be paid on the twenty-sixth (26th) instalment.

C. Benefits

- .01 While an employee is enrolled in the Plan, and not on leave, any benefits tied to the salary level shall be structured according to the salary the employee would have received had she/he not been enrolled in the Plan.
- .02 An employee's benefits will be maintained during his/her leave.
- .03 While on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received had she/he not been enrolled in the Plan.
- .04 Sick leave credits shall not accumulate during the year spent on leave. However, they will be carried over to the employee's credit upon her/his return to work. She/he may not use sick leave or other credits while on the year's leave.
- .05 Each year of the Plan, including the year spent on leave, shall be a year

of pensionable service, continuous service and seniority.

- .06 On return from leave the employee shall be assigned to the same position she/he occupied before leaving. If that position no longer exists, the employee shall be assigned to a position at the same salary level occupied before leaving.

D. Withdrawal from the Plan

- .01 An employee may withdraw from the Plan any time prior to April 30th of the calendar year in which the leave is to commence. Any exceptions to the aforesaid shall be at the discretion of the Employer. Repayment shall be pursuant to:
 - .02 An employee who withdraws from the Plan shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.
 - .03 Should an employee die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death, shall be paid to the employee's estate.
 - .04 Any repayment shall be subject to the Income Tax laws respecting lump sum payments.

E. Contracts

- .01 All employees wishing to participate in the Plan shall be required to sign the approved contract before final approval for participation is granted. In exceptional circumstances, the Contract provisions concerning percentages of salary and year of leave may be amended by mutual agreement.
- .02 An employee who participates in this Plan shall be committed to the year of leave specified and will not be granted a deferral. The specified leave will be taken or the money will be returned as in Item D.

MEMORANDUM OF AGREEMENT FOR A DEFERRED SALARY LEAVE PLAN

I have read and agree to the terms and conditions of the AEU/UNDE Deferred Salary Leave Plan contained in the AEU Collective Agreement. I also agree to the following additional conditions:

1. The period of my Plan shall commence _____ and terminate _____.
2. I agree to take my deferred salary leave commencing _____ and terminating _____.
3. During the funding period of the Plan I agree to be paid at the rate of ____% of my annual salary. I accept responsibility for any financial indemnity arising out of participation in this plan as set forth in "Appendix "E" of the AEU Collective Agreement.
4. I agree during my deferred salary leave to be paid in total the amount withheld during the funding period of the Plan in which I participate plus any accumulated interest.

DATE EMPLOYEE

DATE WITNESS

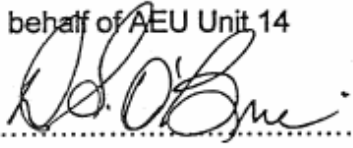
MEMORANDUM OF UNDERSTANDING

It is agreed between the Alliance Employees' Union (AEU) Unit 14 and the Union of National Defence Employees (UNDE) that both parties agree to Option 2 of the Extended Health Care and Dental Plan as proposed by the Employer and for greater certainty, this plan shall include, but not be limited to the following agreement of the parties:

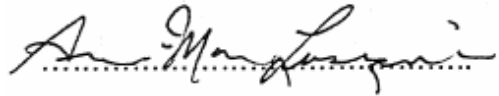
- a) There will be no deductible fee for prescriptions, whether or not the drug card is used by any employee.
- b) Whenever a claim is required to be submitted, employees shall submit claims directly to the insurance company(ies) involved with this benefit plan and shall have reimbursement cheques sent directly from the insurance company(ies) to the employees' personal residences.
- c) All benefit claims incurred prior to the effective date of the new plan shall be submitted and reimbursed in accordance with the provisions of the existing plan. Benefit claims incurred on or after the effective date of the new plan shall be submitted and reimbursed in accordance with the provisions of the new plan.
- d) The parties have agreed that all other articles and/or clauses not amended or otherwise modified shall be renewed.

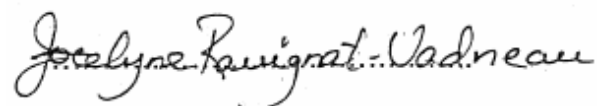
Signed in Ottawa, this 29 day of JANUARY/98

On behalf of AEU Unit 14

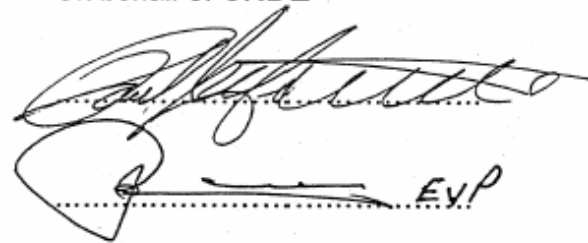

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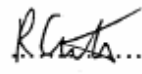

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On behalf of UNDE


..... EYP

 V.P. ALBERTA & THE NORTH

APPENDIX G

MEMORANDUM OF AGREEMENT
BETWEEN
THE ALLIANCE EMPLOYEES' UNION – UNIT 14
AND
THE UNION OF NATIONAL DEFENCE EMPLOYEES
STAFF PENSION PLAN

The parties agree to hold meaningful consultation within 60 days of the ratification on amendments to the UNDE Staff Pension Plan for the purpose of increasing the maximum annual pension benefit payable to an employee effective January 1, 2013 to \$2,200 multiplied by the member's credited service and effective January 1, 2014 to \$2,300 multiplied by the member's credited service.

Signed at Ottawa this 26th day of September 2013.

For the Employer:

For the Union:

mc.

S.C.

TERMS OF AGREEMENT

It is agreed by the parties that this agreement shall remain in effect from January 1, 2012 to December 31, 2014 inclusive.

Increases to Rates of Pay, as reflected in Appendix A, are as follows:

Effective January 1, 2012: 1.9%

Effective January 1, 2013: 1.5%

Effective January 1, 2014: 1.5%

The rates of pay outlined in Appendix "A" of the collective agreement will apply retroactively to all employees, including all the individuals who have left the Union of National Defence Employees prior to the signing of the collective agreement. It is the responsibility of the individual to maintain a current address and telephone number with the Employer.

The agreement shall remain in effect from year to year or until either party serves written notice to bargain within ninety (90) days prior to the expiration date or an annual anniversary date following.

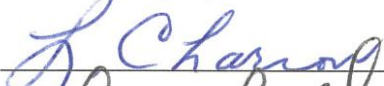
This agreement shall remain in effect during the period of bona fide collective bargaining required to negotiate a replacement Agreement. This Agreement may be amended in writing at any time by mutual agreement of the parties.


The parties agree that there will be no layoffs for the life of the agreement in Unit 14.


The Employer agrees to provide a copy of this agreement to each member of the bargaining unit in either French or English within thirty (30) days from the signing of this agreement.

Signed at Ottawa, this 25th day of July, 2014

Alliance Employees' Union, Unit XIV







Union of National Defence Employees

