



Collective Agreement



GSU PSAC



AEU Unit VIII

Expiry date: December 31, 2011

Agreement between
Government Services
Union and Alliance
Employees' Union, Unit
VIII

EXPIRY DATE: December 31, 2011

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ARTICLE 1 – PURPOSE OF AGREEMENT

It is the purpose of both parties to this Agreement:

- a) to maintain and improve harmonious relations between the Employer and the Union.
- b) to recognise the mutual value of joint discussions and negotiations in all matters pertaining to terms and conditions of employment.
- c) to promote the morale, well being and security of all employees in the bargaining unit of the Union.

ARTICLE 2 – DEFINITIONS

For the purpose of this Agreement:

- a) “bargaining unit” means the employees of the employer in the Group described in Article 5 Recognition).
- b) “a common-law spouse relationship” exists when, for a continuous period of at least one year, an employee has lived with a person publicly represented that person to be their spouse, and continues to live with that person as if that person were their spouse.
- c) “compensatory leave” means leave with pay, requested by the employee, in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave or when compensatory leave is paid in cash shall be based on the employee’s hourly rate of pay received by the employee on the day immediately prior to the day on which leave is taken.
- d) “continuous employment” means an unbroken period of employment with the Alliance and/or its Components. Employment shall not be considered to be broken by authorised periods of less than three (3) months between two separate periods of employment with the Alliance, its Components or their predecessor organisations.
- e) “daily rate of pay” means an employee’s weekly rate of pay divided by five (5).
- f) “day of rest” means Saturday and/or Sunday and/or compressed day off.
- g) “employee” means a person who is a member of the bargaining unit, including term and part-time employees.
- h) “employer” means the Government Services Union, PSAC.
- i) “holiday” means a day designated as a paid holiday in this agreement.
- j) “hourly rate of pay” means an employee’s weekly rate of pay divided by thirty-five (35).
- k) “leave” means authorised absence from duty by an employee during the employee’s scheduled regular hours of work.
- l) “membership dues” means the amount of monies established by the Alliance Employees’ Union, as payable by its members as a consequence of their membership in the Union and shall not include any initiation fee, insurance premium, or special levy.
- m) “promotion” means an appointment to a position where the maximum rate of pay exceeds the maximum rate of pay applicable to the position held by the employee immediately prior to the appointment by an amount equal to at least the lowest annual increment applicable to the position to which the employee is appointed.
- n) “Union” means the Alliance Employees’ Union.
- o) “weekly rate of pay” means an employee’s annual rate of pay divided by 52.17.

- p) “straight-time rate” means the hourly rate of pay.
- q) “time and one-half (1 ½)” means one and one-half times the straight-time rate;
- r) “double time” means two times the straight-time rate.
- s) “double time” and one half (2½) means two and one half times the straight-time rate.
- t) “part-time employee” means a person employed by GSU who is required to work less than 35 hours per week and works at least 14 hours per week.
- u) “term employee” means a person who is employed by GSU for a specified period of time to perform duties either on a full-time or part-time basis but who ceases to be employed by GSU when the specified period of time is terminated unless the specified period of time is extended by another specified period of time or terminated prior to the specified period.

ARTICLE 3 – APPLICATION

3.01

The provisions of this Agreement apply to the Alliance Employees’ Union, the Employees and the Employer.

3.02

Both the English and the French texts of this Agreement are official.

ARTICLE 4 – MANAGEMENT RIGHTS

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

ARTICLE 5 – RECOGNITION

5.01

The employer recognises the Alliance Employees’ Union as the exclusive collective bargaining agent for all of its employees as certified by the Ontario Labour Relations Board.

5.02

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

ARTICLE 6 – APPOINTMENT OF REPRESENTATIVES

6.01

The Employer acknowledges the rights of the Union to appoint employees as Representatives of the Union.

6.02

The Union agrees to limit the appointment of Representatives to a reasonable number.

6.03

The Union shall notify the Employer, in writing, of the names of the Representatives.

6.04

A representative shall obtain, whenever possible, the permission of the immediate supervisor before leaving work to investigate with fellow employees, complaints of an urgent nature, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the Representative shall report back to the immediate supervisor before resuming normal duties.

6.05

- a) The Employer agrees to recognise a committee selected by the bargaining unit as the Union's bargaining committee. The employer shall grant leave with pay to two (2) employees to attend any meetings with the employer in connection with negotiations including time to travel to and from said meetings.
- b) In the event that either party wishes to convene a meeting for the purpose of negotiations, said meeting shall be held at a time and place mutually agreed upon by both parties.

ARTICLE 7 – UNION SECURITY

7.01

All employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing. The employer agrees to deduct half of the monthly dues, as certified by the Treasurer of the Union, from two bi-weekly salary cheques each month for each employee in the bargaining unit and forward same to the Treasurer of the Union, together with a list of employees and the amount from whom deductions were made.

7.02

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

7.03

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment. The Employer will supply the new employee with a copy of the collective agreement and on commencing employment shall introduce the new employee to the Union Steward or representative.

7.04

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a period of sixty (60) minutes during the first month of employment for the purpose of acquainting the new employees with the benefits

and duties of union membership and their responsibilities and obligations to the Employer and the Union.

7.05

The Employer will forward to the Secretary of the Union the name, address and telephone number of all newly-hired employees, who will be included in the bargaining unit, at the time of commencement of employment with the Employer. The Employer further agrees to inform the Union of the name of any employee in the bargaining unit leaving the employ of the Employer.

ARTICLE 8 – RETENTION OF RIGHTS AND PRIVILEGES

8.01

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

8.02

Should the Employer merge, amalgamate or combine any of its operations or functions with another organisation during the term of this Agreement, the Employer, through whatever merger agreement involved, agrees that all benefits and conditions of employment held by the employees shall be integrated and shall not be adversely affected.

8.03

All benefits which employees now enjoy or receive shall continue to the extent that they are more beneficial than and not inconsistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

8.04

Should the Union change its name, affiliate or merge with any other Union, or group of unions, the resulting entity shall retain all the privileges and rights of the former Union and the existing Collective Agreement shall remain in force for the term of the Collective Agreement.

ARTICLE 9 – INFORMATION TO EMPLOYEES / PERSONAL FILES

9.01

The Employer will annually provide employees with a statement of their leave credits and contribution to PSAC Pension Plan.

9.02

The Employer shall provide each employee in the bargaining unit with a signed copy of this collective agreement within two weeks of receipt of this collective agreement from the printer.

9.03

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices.

9.04

There shall be only one (1) employee personal file. Upon request by an employee, the Employer shall allow the employee to view their personal file and provide the employee with a copy of any document on the file requested by the employee.

9.05

The Employer shall ensure that the personal file of every employee is kept confidential.

9.06

The Employer shall not disclose any personal information concerning the employee without prior consent of the employee concerned.

ARTICLE 10 – HUMAN RIGHTS

The Employer agrees that it will continue its policy of no discrimination with respect to any employee in the matter of hiring, wage rates, training or promotion, transfer, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, or marital status, sexual orientation, or by reason of the employee's membership or activity in the Union.

ARTICLE 11 – HOURS OF WORK

11.01

- a) The work week shall be thirty-five (35) hours from Monday to Friday inclusive and the work day shall be seven (7) consecutive hours, exclusive of a lunch period, between the hours of 7:00 a.m. and 6:00 p.m.
- b) Subject to operational requirements as determined from time to time by the Employer, an employee shall have the right to select and request flexible or staggered hours between 7:00 a.m. and 6:00 p.m. and such request shall not be unreasonably withheld.
- c) Notwithstanding the provisions of this Article, with the approval of the employer, employees may complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer, employees work an average of thirty-five (35) hours a week. In every such period employees shall be granted days of rest on days not scheduled as normal work days for them. Such approval shall not be unreasonably withheld.

11.02

The foregoing will in no way result in any loss of statutory holidays by an employee working the compressed work week.

11.03

Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

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

11.04

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

ARTICLE 12 – OVERTIME

12.01

All time worked by Employees outside normal working hours, as authorised by the Employer or performed in accordance with standard operating procedures, shall be considered overtime.

12.02

- a) Employees, other than Union Representatives and the Executive Assistant to the National Council, who are required by the Employer to work overtime on their scheduled work day are entitled to compensation at time and one-half (1½) their regular hourly rate for the first seven (7) hours and double (2) their regular hourly rate for any hours in excess of the first seven (7) hours when the overtime is authorised in advance by the Employer or is in accordance with standard operating procedures. For greater certainty, Union Representatives and the Executive Assistant to the National Council shall not be required to work overtime on their scheduled work day.
- b) Employees who are required to work on a day of rest are entitled to compensation at time and one-half (1½) their regular hourly rate for the first seven (7) hours and double (2) their regular hourly rate for any hours in excess of the first seven (7) hours.
- c) Employees who are required to work on a second day of rest are entitled to compensation at double (2) their regular hourly rate.
- d) Employees who are required to work on statutory holidays are entitled to compensation at double (2) their regular hourly rate for the first seven (7) hours and double time and one-half (2½) for any hours in excess of the first seven (7) hours. Payment for hours worked under this clause shall be in addition to the regular pay received for the statutory holiday.

12.03

Subject to the operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime on an equitable basis among readily available qualified employees.

12.04

Employees are entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked:

- a) when overtime work is authorised in advance by the employer; and
- b) when the employee does not control the duration of the overtime work.

12.05

- a) Instead of a cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed upon by the employee and the employer.
- b) At December 31st, of each year, employees may carry over any overtime accumulated, for which payment has not been received, during the calendar year to a maximum of 15 working days. Employees shall receive payment for any remaining accumulated overtime by the second pay in January of the following year. Payment shall be based on the employee's regular salary rate as of December 31st.

12.06

- a) Employees who work three (3) or more hours of overtime immediately after regular work days, except when on travel status, shall be reimbursed their expenses for one meal as per the PSAC travel policy. One additional meal allowance shall be reimbursed by the Employer when the employee works an additional four (4) or more hours following the first three (3) hours. This allowance will not be paid where meals are provided.
- b) On scheduled days of rest or statutory holidays employees who work four (4) or more hours, except when on travel status, shall be reimbursed their expenses for one meal as per the PSAC travel policy. One additional meal allowance shall be reimbursed by the Employer when the employee works an additional five (5) or more hours following the first four (4) hours. This allowance will not be paid where meals are provided.

12.07

Employees who are called back to work after their regularly scheduled hours of work or on a day of rest shall receive a minimum of four (4) hours pay provided the period worked is not contiguous to their normal hours and they were not scheduled to work such period prior to completing their last period of work.

12.08

When employees are requested to work overtime, the employer will pay up to \$6.00 per hour for dependent care expenses upon submission of proof.

When employees are required to work outside their home office area, they will be reimbursed for all dependent care costs incurred over and above what the individual would normally have incurred in their home office area. The expenses will be reimbursed upon submission of proof.

ARTICLE 13 – VACATION LEAVE WITH PAY

13.01

For each calendar month in which employees earn at least ten (10) days' pay, they shall earn vacation leave credits at the rate of:

- a) one and one quarter (1 ¼) days if they have completed less than five (5) years of continuous employment;
- b) one and two-thirds (1 ⅔) days if they have completed five (5) years of continuous employment;

- c) two and one-twelfth (2 1/12) days if they have completed sixteen (16) years of continuous employment;
- d) two and one-half (2 ½) days if they have completed twenty (20) years of continuous employment;

13.02

The vacation year shall be from January 1st to December 31st inclusive.

13.03

Employees are entitled to vacation leave with pay to the extent of their earned credits but employees who have completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

13.04

In the event of termination of employment for reasons other than death, the Employer may recover from any monies owed to the employee an amount not to exceed unearned vacation leave taken by the employee, calculated on the basis of the rate of pay received by the employee on the date of termination.

13.05

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

13.06

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

13.07

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

13.08

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

- a) in proceeding to the employee's place of duty; and
- b) in returning to the place from which the employee is recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.

13.09

The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 13.08 to be reimbursed for expenses incurred by the employee.

13.10

If, at the end of the vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half ($\frac{1}{2}$) day, the entitlement shall be increased to the nearest half ($\frac{1}{2}$) day.

13.11

Applications for vacation leave shall normally be made at least forty-eight (48) hours in advance of the commencement of such leave. The Employer may grant vacation leave on shorter notice than that therein provided. Such requests shall not be unreasonably withheld.

13.12

In cases of conflicting dates by two or more employees, length of continuous employment shall be the governing factor.

13.13

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

13.14

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

- a) subject to operational requirements, make every reasonable effort to schedule the employee's vacation leave at times specified by the employee; and
- b) not require an employee to take earned vacation leave at times not specified by the employee provided that the employee has not accumulated more than the current annual entitlement plus a year's carry-over.

13.15

An employee who has accumulated more vacation leave than that provided in sub-clause 13.13 above may be instructed by the Employer after October 1st to liquidate the excess leave credits prior to the end of the vacation year or at times mutually agreed upon by the employee and the Employer. If the employee fails to identify a period of vacation leave when requested to do so by the Employer, the Employer may unilaterally schedule the employee's vacation leave for a period equivalent to the excess amount of vacation leave credits.

13.16

An Employee may, upon giving at least one (1) week's notice, receive on the last office day preceding commencement of an annual vacation any pay cheques which may fall due during the period of vacation.

13.17

Part-time employees shall earn vacation leave credits on a pro-rated basis of full-time employees.

ARTICLE 14 – SICK LEAVE WITH PAY

14.01

An employee shall earn sick leave credits at the rate of 1 ¼ days for each calendar month for which the employee receives pay for at least ten (10) days.

14.02

The unused portion of an employee's sick leave credits shall accrue for the employee's future benefit while employed by the Government Services Union. Sick leave will be granted in accordance with clause 14.03.

14.03

When an employee does not have the necessary credits the employer may advance the employee the necessary credits up to a maximum of fifteen (15) days subject to deduction from credits subsequently earned. Such request shall not be unreasonably denied.

14.04

When applying for sick leave, an employee will certify that they have been ill or suffered disability for the period concerned. An employee need not indicate the nature of the illness or disability but need only provide a statement that they were unable to perform their duties because of illness or disability.

The Employer may request a medical certificate from any employee prior to the employee's return from sick leave. The medical certificate shall only contain a statement certifying that the employee was unable to perform their duties.

14.05

If an employee becomes ill during a period of compensatory leave and such illness is supported by a medical certificate, the employee shall be granted sick leave and the compensatory leave credits shall be restored to the extent of any concurrent sick leave granted.

14.06

- a) If the Employer requests a medical certificate certifying that the employee was unable to perform the duties of the employee's position because of illness or injury, the employer will reimburse the costs charged by the doctor for the certificate.
- b) An employee shall not be granted sick leave with pay during any period in which the employee is on leave of absence without pay or under suspension.

14.07

Employees who exhaust their sick leave credits shall be granted leave of absence without pay until eligible to receive Disability Insurance benefits and shall continue to accumulate seniority.

The Employer shall pay seventy-five percent (75%) of all health and welfare benefit premiums as outlined in Article 27 and the employer share of PSAC pension contributions for any employee on sick leave without pay prior to the commencement of disability insurance payments to a maximum of three (3) months. No employee shall have their employment terminated by virtue of having exhausted their sick leave credits unless permanently incapacitated.

14.08

Part-time employees shall earn sick leave credits on a pro-rated basis of full-time employees.

ARTICLE 15 – SPECIAL LEAVE WITH OR WITHOUT PAY

15.01

Employees who are granted leave up to one (1) year under this collective agreement shall return to their position upon the termination of their leave.

15.02

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

15.03

An employee shall be granted five (5) working days time-off without loss of pay and benefits in the case of death of a father, mother (or alternately stepfather, stepmother, or foster parent,) brother, sister, spouse (including common-law partner residing with the employee,) child (including child of common-law partner,) stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides. Where the burial occurs outside the N.C.R., such leave shall also include reasonable travelling time but total time-off shall not exceed seven (7) working days.

15.04

- a) An employee is entitled to two (2) days' bereavement leave with pay for purposes relating to the death of a son-in-law, daughter-in-law, brother-in-law, and sister-in-law.
- b) If, during a period of compensatory leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under clause 15.03 and clause 15.04 a), of this clause the employee shall be granted bereavement leave with pay and the compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

15.05

- a) Employees shall be allowed leave of absence with pay, without loss of seniority and benefits as follows:

Reason	Leave of Absence
Employee's marriage	One working week's leave after one year's service provided five working days' notice is given
Birth / adoption	Day of birth of the child or one day in the event of adoption
Family Illness, family medical and dental needs	A maximum of five days per year

For the purpose of this clause, family is defined as spouse (including common-law partner resident with the employee), children (including foster children or children of spouse or common-law partner), parents (including step-parents or foster parents) not necessarily residing with the employee but requiring assistance, grandparents, mother-in-law, father-in-law, grandchildren, brother, sister or any relative in the employee's household or with whom the employee permanently resides and anyone for whom the employee has power of attorney.

- b) Employees may request and may be granted:
- i) leave with pay when circumstances not directly attributable to the employee prevent him/her from reporting for duty, or
 - ii) leave with or without pay for purposes other than those specified in this agreement.

Such leave shall not be unreasonably withheld.

15.06

An employee shall be granted reasonable time off with pay for medical and dental appointments upon request.

15.07

Employees shall be granted injury-on-duty leave with pay for such reasonable period to be determined as the period while in receipt of Workers' Compensation benefits because of:

- a) personal injury received in the performance of their duties and not caused by the employee's wilful misconduct; or
- b) an industrial illness or disease arising out of and in the course of their employment.

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

15.08

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

15.09

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

15.10

Leave of absence with pay shall be given to an employee who is required:

- a) to be available for jury selection;
- b) to serve on a jury;
- c) by subpoena or summons to attend as a witness in any proceeding held:
 - i) in order or under the authority of a court of justice or before a grand jury;
 - ii) before a court, judge, justice, magistrate, or coroner;
 - iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of the employee's position;
 - iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorised by law to compel the attendance of witnesses before it; or
 - v) before an arbitrator or umpire or a person or a body of persons authorised by law to make an inquiry and to compel the attendance of witnesses before it.

ARTICLE 16 – FAMILY LEAVE

16.01 – Maternity Leave

- a) An employee who becomes pregnant shall notify the Employer at least two (2) weeks prior to the date on which she plans to begin her maternity leave of her intention to do so. This written notice must include the date on which she intends to begin her maternity leave, and a letter from her doctor indicating the baby's due date.
- b) Subject to sub-clause (c) of this clause, an employee who becomes pregnant shall be granted twenty-eight (28) weeks of leave without pay. This leave may begin at any time within seventeen (17) weeks of the baby's due date, and extends beyond the date of the baby's birth until the twenty-eight (28) weeks have expired. Maternity leave cannot be split. For greater clarity, maternity leave must be taken in a single, unbroken stretch.
- c) The Employer may:
 - i) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it before the full twenty-eight (28) weeks have expired.
 - ii) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy.
 - iii) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- d) Leave granted under this clause shall be counted in the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes. During such leave, the Employer will continue to pay its applicable share of pension and benefit plans.
- e)
 - i) An employee who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to applicable provisions of the Employment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan. While in receipt of this allowance, the employee shall continue to accumulate annual leave and sick leave credits.
 - ii) Employees shall have no vested right to payments under the plan, except to payments during a period of unemployment specified in the plan.
 - iii) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- f) An applicant under sub-clause (e) of this clause shall sign an agreement with the Employer providing:
 - i) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
 - ii) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.

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

16.02 – Parental Leave

- a) An employee shall receive twenty-one (21) hours of leave with pay for needs related to the birth or adoption of the employee's child. A pregnant employee shall be entitled to these twenty-one (21) hours of leave immediately prior to the commencement of maternity leave.
- b) An employee requiring leave for reasons pertaining to the birth or adoption of a child joining their immediate family shall be granted up to thirty-five (35) weeks of leave without pay if the employee also took a period of maternity leave. If the employee did not take any maternity leave, the employee shall be entitled to thirty-seven (37) weeks of leave without pay. Parental leave cannot be split. For greater clarity, parental leave must be taken in a single, unbroken stretch.
- c) A notice that leave will be requested under this clause shall be made at least three (3) months prior to the expected date of commencement of that leave. The employee shall make every effort to keep the Employer informed of leave requirements. Notice of leave requirement may be waived by the Employer.
- d) The Employer may:
 - i) defer the commencement of parental leave without pay at the request of the employee;
 - ii) require an employee to submit a birth certificate for the child or evidence of adoption.
- e) Parental leave without pay utilized by an employee-couple in conjunction with the birth or adoption of a child shall not exceed a total of seventy-two (72) weeks for both employees combined.

Leave granted under this clause shall be counted in the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes. During such leave the Employer will continue to pay its applicable share of pension and benefit plans.

- f)
 - i) An employee who provides the Employer with proof that he/she has applied for and is eligible to receive employment insurance benefits pursuant to applicable provisions of the Unemployment Insurance Act, shall be paid a parental leave allowance in accordance with the Supplementary Employment Benefit Plan. While in receipt of this allowance the employee shall continue to accumulate annual leave and sick leave credits.
 - ii) Employees shall have no vested right to payments under the plan, except to payments during a period of unemployment specified in the plan.
 - iii) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- g) An applicant under sub-clause (g) shall sign an agreement with the Employer providing:
 - i) that the applicant will return to work and remain in the Employer's employ for a period of at least six (6) months after the return to work;

- ii) that the applicant will return to work on the date of the expiry of the parental leave, unless this date is modified with the Employer's consent.
- h) Should the employee fail to return to work as per the provisions of sub-clause (h) or for reasons other than death, the employee recognizes that he/she is indebted to the Employer for the amount received as parental leave allowance.

16.03 – Maternity and Parental Leave Supplementary Unemployment Benefits

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

- a) an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two week waiting period less any other monies earned during this period; and/or
- b) up to a maximum of fifteen (15) weeks payment equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.

16.04

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

- a) up to a maximum of thirty-five (35) weeks' payments for those eligible under the applicable provisions of the Employment Insurance Act (parental leave), equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
- b) Where the employee has not previously received maternity or parental benefit for the birth or adoption of a child and is required to serve a two week waiting period for EI benefits, the or she shall receive an allowance of ninety-three percent (93%) of his/her weekly rate of pay for this “waiting period”.

16.05

- a) For a full-time employee the weekly rate of pay referred to in clauses 16.03 and 16.04 above shall be the pro-rated weekly rate of pay to which she or he is entitled, averaged over the six (6) month period of continuous employment immediately preceding the commencement of maternity leave or parental leave.
- b) For a part-time employee, the weekly rate of pay referred to in clauses 16.03 and 16.04 above shall be the pro-rated weekly rate of pay to which she or he is entitled, averaged over the six (6) month period of continuous employment immediately preceding the commencement of maternity leave or parental leave.
- c) Where an employee becomes eligible for an annual increment during the period of maternity leave or parental leave, payments under clauses 16.03 and 16.04 above shall be adjusted accordingly.

16.06 – Leave without pay for the care and nurturing of pre-school age children

- a) At the request of an employee, leave without pay in one (1) or more periods to a total maximum of five (5) years during an employee's total period of employment in the Alliance shall be provided for the care and nurturing of pre-school children.
- b) Leave without pay which is for a period of more than three (3) months, granted under this clause, shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

16.07 – Leave without pay for the compassionate care of family members

- a) Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.
- b) For the purpose of this Article, family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), parents of spouse, child (including child of common-law spouse), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- c) Subject to clause 16.02, an employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions:
 - i) an employee shall notify the Employer in writing the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
 - ii) an employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.
- d) Leave granted under this article shall be for a minimum period of one (1) week.
- e) If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised of circumstances under which he or she would have been eligible for compassionate care leave without pay under clauses 16.02 and 16.03, the employee shall be granted compassionate care without pay and his or her paid leave credits shall be restored to the extent of any concurrent compassionate care leave without pay granted.

16.08 - Compassionate Care Allowance

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

- i) has completed six (6) months of continuous employment before the commencement of leave without pay,
 - ii) provides the Employer with proof that he or she has applied for and is in receipt of compassionate care benefits of the Employment Insurance Act 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 compassionate care 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 compassionate care allowance;
 - (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), he or she will be indebted to the Employer for an amount determined as follows:

$$\begin{array}{l}
 \text{(allowance received)} \times \frac{\text{(remaining period to be worked}}{\text{following his/her return to work)}}{\text{[total period to be worked}} \\
 \text{as specified in (B)]}
 \end{array}$$
 - (D) the repayment provided for in (C) will not apply in situations of :
 - (i) death,
 - (ii) lay off,
 - iv) 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),
 - v) the end of a specified period of employment, if the employee is rehired by the Employer within one (1) year following the end of the specified period of employment, and who fulfills the obligations specified in section (B), or
 - vi) having become disabled as defined in the PSAC Long Term Disability Plan.
- 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) Compassionate Care 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 Compassionate Care 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 in respect of which the employee receives Compassionate Care benefits, the difference between the gross weekly amount of the Employment

Insurance Compassionate Care benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;

- d) At the employee's request, the payment referred to in subparagraph 16.06(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI compassionate benefits.
- e) The Compassionate Care 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.
- 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 compassionate care 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 compassionate care 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 Compassionate Care 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 Compassionate Care allowance, the allowance shall be adjusted accordingly.
- j) Compassionate Care allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

Transitional Provisions

If, on the date of signature of this Agreement, any employee is currently on Compassionate Care 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 17 – DESIGNATED PAID HOLIDAYS

17.01

The Employer recognises the following as paid holidays:

- New Year's Day
- Good Friday

- Easter Monday
- Queen's Birthday (day fixed by proclamation of Governor in Council)
- Canada Day
- First Monday in August or St. Jean Baptiste Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- Two additional days, at the employee's choice
- And any other day proclaimed as a holiday by the Federal Government.

17.02

Holidays falling on an employee's day(s) of rest shall be observed on the first regular working day following the day(s) of rest unless otherwise mutually agreed.

17.03

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

17.04 – HOLIDAY SEASON LEAVE

- a) Employees not designated as essential by the Employer shall be granted leave with pay for regular working days falling in the period between December 26th and January 1st.
- b) Employees designated as essential by the employer and who are required to work the regular working days between December 26th and January 1st, shall be subject to the overtime provisions of Article 12.
- c) Employees designated as essential by the employer and who work the regular working days between December 26th and January 1st, shall be credited with on (1) day vacation leave for each day worked during that period.
- d) Except for unforeseen circumstances, employees will be advised by December 1st if they are designated essential and will be required to work during this period.
- e) For greater certainty, only designated employees may work during this period.

ARTICLE 18 – SEVERANCE PAY

18.01

An employee shall receive severance pay calculated on the basis of their rate of pay at the date of termination as follows:

- a) On resignation with five (5) or more years of continuous service, half (½) a week's pay for each completed year of service.
- b) An employee who, at the time of resignation, has sixteen (16) years of continuous employment, shall be paid one (1) week's pay at the employee's current rate of pay for each completed year of continuous employment plus one (1) additional week, in respect of which the employee has not previously been paid severance pay.

- c) On retirement, one (1) week's pay for each completed year of service plus one (1) additional week.
- d) On death, one (1) week's pay for each completed year of service plus one (1) additional week, paid to the employee's estate.
- e) In addition to the payments outlined in a), b) and c), an employee who has six (6) months' service or more in the final year of employment, shall be entitled to be paid severance pay on a pro rated basis for each month of service in the final year.
- f) Where an employee was a regular member of the Government Services Union or its predecessor organisations immediately prior to becoming an employee of the GSU, the years of service accumulated in the employment with the federal public service or the Crown Corporation shall be included in the calculation of severance pay entitlement under this collective agreement. Payments made under this Article shall be abated by any severance pay received for the previous employment while a member of the GSU or its predecessor organisations.
- g) Severance pay shall not be paid more than once for the same period of service.
- h) Sufficient funds to cover severance pay for all employees shall be set aside in a separate fund to which the employer shall have no access except for legitimate severance pay-outs.

18.02

An employee whose services are terminated involuntarily for any reasons other than discipline shall be paid one (1) week's pay at the employee's current rate of pay for each completed year of continuous employment in respect of which the employee has not previously been paid severance pay.

ARTICLE 19 – PAY AND CLASSIFICATION

19.01

Except under unusual circumstances, an employee shall be paid by cheque every two (2) weeks. To each pay cheque will be attached a stub indicating the employee's gross and net entitlements and details of all deductions.

19.02

Except as otherwise specified in the letter of offer, on appointment, an employee's salary rate will be the minimum of the salary range applicable to the classification level in which the employee is appointed. Unless the Employer takes action to withhold increments because of unsatisfactory performance of the employee's duties, an employee shall be entitled to periodic increments in accordance with the applicable salary range until the maximum of such salary range is reached.

19.03

When an employee is promoted, the employee shall be entitled to that rate of pay in the salary range of the classification level to which the employee is promoted which provides an increase in an amount not less than the lowest annual increment provided for in the new salary range.

19.04

If an employee is appointed to a different position, the salary range for which does not permit an increase in an amount as great as that applicable on promotion (see clause 19.03), such appointment shall constitute a transfer, in which case the employee shall be entitled to the rate of pay in the new salary range which applied to the employee in respect of the classification level of the position from which the employee was transferred. If there is no such rate in the new salary range, the employee shall continue to receive the previous salary rate until such time as a higher rate is provided in the new salary range, at which time, and effective the date thereof, the employee shall be entitled to the salary rate which is closest to but not less than the previous salary range.

19.05

An employee to whom clause 19.04 applied shall retain the same increment date if the employee had not reached the maximum rate in the former position and is not paid the maximum rate in the new position to which the employee is appointed.

19.06

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

19.07

When an employee is requested in writing by the Employer to perform substantive duties of a higher paying position for a period of two or more working days, the employee shall receive the salary of the higher paying position. An employee assigned to perform the duties of a lower paying position shall continue to receive their regular salary rate.

19.08

The pay increment date for an employee appointed to a position shall be the first day following the employee's anniversary date of the increment period for the position to which the employee was appointed.

19.09

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

19.10

- a) The classification system applicable to Government Services Union shall be the PSAC Deloitte & Touche System.
- b) The parties agree that all positions will be classified using the nine (9) following factors:
 - Knowledge
 - Interpersonal Skill
 - Concentration
 - Physical, Visual and Auditory Demands
 - Complexity

- Impact of the Position
 - Responsibility for Information
 - Development and Leadership of Others
 - Environmental Working Conditions
- c) Upon written request, an employee shall be entitled to a complete and current statement of duties and responsibilities of the employee's position including the position's classification level and point rating allotted by factor.
- d) The Employer shall provide an employee within ten (10) days with a copy of the above either when requested or at time of employment, or when there is a change in duties.

19.11

An employee is entitled to be paid for services rendered at:

- a) the pay specified in Appendix A for the classification of the position to which the employee is appointed if the classification coincides with that prescribed in the employee's letter of offer; or
- b) the pay specified in Appendix A for the classification prescribed in the employee's letter of offer if that classification and the classification of the position to which the employee is appointed do not coincide.

19.12

Reimbursement of all retroactive pay, benefit allowances, and adjustments shall be made by the employer within forty-five (45) days of the date of signing of this collective agreement.

ARTICLE 20 – COMPENSATION FOR TRAVEL

20.01

For the purposes of this article, applicable overtime rate means time and one half (1 ½T) for a combined period of travel and work on a work day and a Saturday and double time (2T) for a period of travel on a Sunday or a designated paid holiday.

20.02

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

- a) On a working day on which the employee travels but does not work, the employee shall receive their regular pay for the day;
- b) On a working day on which the employee travels and works, the employee shall be paid;
- i) their regular pay for the day for a combined period of travel and work not exceeding seven (7) hours; or
 - ii) at the applicable overtime rate for additional travel time in excess of a seven (7) hour period of work and travel.
- c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled.

20.03

Unless otherwise specified in this Agreement, the provisions of the GSU By-laws, Regulations and Policies shall apply to all travel approved by the Employer.

20.04

Employees who are required to travel outside of the NCR shall receive payment for all transportation and hotel costs and shall be reimbursed for any other expenses in accordance with the GSU By-laws, Regulations and Policies.

20.05

Mileage rates paid to employees using their own automobiles for the Employer's business shall be equivalent to the Treasury Board mileage rate for the province of Quebec as adjusted from time to time. Employees shall receive a minimum payment of no less than the Treasury Board daily minimum rate plus fifteen percent (15%) per round trip on the Employer's business.

The Employer shall also pay the difference in premiums, to a maximum of \$100.00, between the rate for liability insurance on the employee's automobile if used for pleasure only, and the rate required to insure such automobile if the employee is requested to use the automobile as well for the purpose of the Employer.

20.06

An employee who

- a) attends a Convention, Conference, Course or Seminar or
- b) attends a negotiating session as a representative of the employer,

Which is held in the National Capital Region, but outside the normal place of employment, shall be paid a meal allowance equal to the lunch rate set out in the Treasury Board Travel Directive.

ARTICLE 21 – RELOCATION

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

ARTICLE 22 – STATEMENT OF DUTIES

22.01

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

22.02

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

ARTICLE 23 – NO STRIKE – NO LOCK-OUT

23.01

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

23.02

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

23.03

No employee shall be required to cross a legal picket line. When faced with a legal picket line, the employee shall report the matter to the Employer and the Employer will ensure that such employees are employed elsewhere. If the Employer is not able to employ such employees elsewhere the employees will remain on standby during their normal working hours and such time on standby shall be considered as time worked.

An employee on standby will be available at a known telephone number and be available to return to duty as quickly as possible if called. Failure to be available for any period without just cause shall result in forfeiture of pay and benefits for that period.

23.04

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

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, disciplinary actions, release for incompetence or incapacity or the application or interpretation of this agreement.

24.02

Before submitting a grievance, an employee is encouraged to discuss the matter with their supervisor. An employee may be assisted or represented by the Union during such discussions.

24.03

An employee may be represented by the Union at each step of the grievance procedure. The Union shall have the right to consult and make representation to the Employer's representative on a grievance arising out of this Collective Agreement and/or where the employee has asked to be represented by the Union at each step of the grievance procedure.

24.04

Grievances shall be submitted to the President at each step of the grievance procedure. The President shall be responsible for forwarding the grievance to the representative of the Employer authorised to deal with grievances at the appropriate step and for providing the employee and the Union, if applicable, with a receipt stating the date on which the grievance was received.

24.05

Step 1: An employee or the Union may submit a grievance in accordance with clause 24.04. The President is the authorised representative of the Employer at Step 1.

24.06

Step 2: If the President does not deal with the grievance to the employee's satisfaction, the employee or the Union may submit the grievance to Step 2, in accordance with clause 24.02, which shall be a committee of at least two (2) National Vice-presidents.

24.07

Step 3: If this Committee, referred to in clause 24.06, does not deal with the grievance to the employee's satisfaction, the Union may submit the grievance to a mutually acceptable arbitrator.

24.08

The decision of the arbitrator shall be final and binding on both the Employer and the Union. The arbitrator shall have the authority to modify or amend any penalty.

24.09

The Employer shall grant time off with pay to the griever, their representative, and any employee called as a witness in connection with a grievance where such a meeting is deemed necessary or where such a meeting is convened by the Employer.

24.10

- a) A grievance must be presented to the First Step within twenty-five (25) working days of the employee becoming aware of the circumstances giving rise to the grievance.
- b) A written reply will be given by the Employer to the griever and their representative within 10 working days of receipt at Step 1. A written reply will be given by the Employer to the griever and their representative within 20 working days of receipt of the grievance at Step 2.
- c) If the Employer's reply is not satisfactory to the employee or failing reply at Step 1, the employee or the Union has ten (10) working days from the expiry of the time limit in sub-clause 24.10 b) in which to transmit the grievance to Step 2. An employee has twenty (20) working days from the expiry of the time limit for response at Step 2 in which to transmit the grievance to arbitration.
- d) The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Union representative.

24.11

Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, Step 1 may be eliminated by agreement of the Employer and the employee, and where applicable, the Union.

24.12

When an employee is awarded a disciplinary action resulting in suspension and/or discharge or when an employee is released for incompetence or incapacity except during the employee's initial probationary period, the grievance procedure set forth in this Agreement shall apply except that the grievance may be presented at the second step should both parties agree.

24.13

If a grievance is referred to an arbitrator pursuant to Article 24.07 (Step 3) the employer will pay the arbitrator and recover from the Union not more than one half (1/2) the total cost of the arbitrator.

24.14

A grievance related to the interpretation or application of the collective agreement must be authorised by the Union prior to its presentation to the Employer.

ARTICLE 25 – JOINT CONSULTATION

25.01

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

25.02

A Union-Employer Committee will be established to consult on areas of concern to both parties. Either party may provide items for the agenda for any proposed meeting. Meetings will be scheduled at a time convenient to both parties. However, there shall be not less than one (1) meeting every three (3) months. Each party shall be responsible for expenses incurred by their Representatives except that the Employer agrees to allow leave with pay for such meetings.

ARTICLE 26 – STAFF MEETINGS

A meeting of all employees and the Employer shall be held at least once quarterly to discuss any mutually agreed matters. Additional meetings may be held more often if required. Such meetings will be held during regular working hours at a mutually convenient time. Minutes of each meeting will be prepared and circulated to all employees and the Employer.

ARTICLE 27 – WELFARE PLANS AND BENEFITS

27.01

- a) In addition to the Canada Pension Plan and the Quebec Pension Plan, all employees shall participate in the Public Service Alliance of Canada Indexed Pension Plan as soon as they become eligible. The Employer and the employee shall make contributions in accordance with the terms of the Indexed Plan. The employee's contribution to the Indexed Plan shall be in accordance with the PSAC Pension Plan Regulations.
- b) The employer shall ensure that their participation in the Public Service Alliance of Canada Indexed Pension Plan shall provide for full indexation for all service of employees.
- c) The employer shall join the Public Service Alliance of Canada Indexed Pension Plan no later than January 1, 1988.

27.02

- a) The Employer shall pay one hundred percent (100%) of the premiums for the following plans:
 - i) PSAC Group Life Insurance Plan;
 - ii) PSAC Extended Health Plan - Group E;
 - iii) PSAC Dental Plan, up to Rider #5 inclusive - Group E;
 - iv) PSAC Vision Plan - Group E;
 - v) PSAC Disability Insurance Plan.
- b) Benefits for an employee on Disability shall be 75% of actual salary.

27.03

For residents outside of Ontario and Quebec, where the Provincial Medicare Plan does not cover the cost of eye exams, the cost of eye exams will be reimbursed by the Employer who shall pay 100% of the cost.

27.04

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

27.05

If the premiums paid by the Employer for any employee benefits are reduced as a result of any legislative change or action, the amount of saving shall be used to increase other benefits available to the employees as may be mutually agreed between the parties providing such change affects a majority of the employees.

27.06

Any proposed changes to existing employee benefit plans shall be discussed by representatives of the Union and the Employer prior to implementation. No change within the control of the Employer shall be made to existing plans without agreement by both parties.

27.07

For the purpose of this Article, excepting clause 27.04 (Pension Plan), for each calendar month for which an employee receives pay for at least ten (10) days, the Employer shall pay the portion of the premium for the benefit plans as specified in this article.

27.08

An employee who receives less than ten (10) days' pay in a calendar month, shall pay the full premium (100%) for the benefit plans specified in this article, excepting clause 27.06 (Pension Plan).

27.09

An employee who retires prior to age sixty-five (65) may elect to continue coverage and will pay 100% of the premium of the extended health care plan, until they reach the age of sixty-five (65).

27.10

The Employer shall provide each employee with a benefit kit which shall include available information on:

- the PSAC Pension Plan;
- the PSAC Group Life Insurance Plan;
- the PSAC Extended Health Plan applicable to employees;
- the PSAC Dental Plan applicable to employees;
- the PSAC Vision Plan applicable to employees; and
- the PSAC Disability Insurance Plan.

This kit shall contain information available from other sources and the Employer shall not be required to originate any material for the kit.

27.11 – Retiree health benefit allowance

- a) An employee who terminates employment and who is eligible to receive an immediate or deferred pension in accordance with the PSAC pension regulations on or after January 1, 2009, and is retiring prior to age 65 may elect to continue coverage in the PSAC extended health plan and will pay the total of 100% of the premiums as defined in the AEU collective agreement for Units 1, 11 and X. In addition, these employees may elect to continue coverage in the life insurance plan and will pay 100% of the premiums.
- b) The Employer agrees to provide an employee who terminates employment and who is eligible to receive an immediate or deferred pension in accordance with the PSAC pension regulations on or after January 1, 2009, and at age 55, an annual retirement allowance of \$1,800 for a maximum of 10 years and up to age 65. This annual retirement allowance is deposited into an individual Health Care Spending Account (HCSA). The retiree may submit receipts in accordance with the provisions of the Income Tax Act, or receipts for the premiums of PSAC extended health benefit plan or receipts for premiums for an external Retiree Benefit Plan and these expenses will be reimbursed from their individual HCSA up to the amount deposited. Any unused amounts at the end of twenty-four months shall revert and be deposited into an AEU Trust Fund Health Care Account to be used at the sole discretion of the AEU for health care expenditures.

- c) The employee described in (a) may elect to participate in the PSAC extended health benefit and/or life insurance plan. This election must be made within 30 days of retirement date.
- d) The Employer agrees to allow those persons who retire prior to the age of fifty-five, and who elect not to immediately opt in to the PSAC extended health plan, the right to elect, at age fifty-five (55), to join the PSAC Benefit Plan as a retiree. This election must be provided to the Employer in writing within 30 days of the date the person turns fifty-five (55).
- e) Employees will pay an amount that will be applied to the cost of retiree benefits and this amount will be paid through payroll deductions. The Employer will provide the Union with semi-annual reports on the funding of the PSAC extended health benefit plan.
- f) Effective January 1, 2009, employee payroll deduction shall be equal to .4% of the employee's base salary (or salary at retirement).

ARTICLE 28 – PRESENT CONDITIONS AND BENEFITS

28.01

All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges, and obligations of the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the agreement.

ARTICLE 29 – EDUCATION AND TRAINING

29.01

An employee who undertakes a training course outside the employee's normal hours of work may, at the discretion of the Employer, be reimbursed in whole or in part for the direct expense of instruction, that is, the expenses which must be paid to complete the training, and which are not primarily of a personal character. Such reimbursement shall not be unreasonably withheld.

29.02

To be eligible to receive reimbursement, the employee must fulfil two conditions:

- a) obtain the Employer's approval for the proposed training before it commences;
- b) satisfactorily complete the training, including the passing of any final examination related to the course, or if there is no final examination, establish an excellent record of attendance.

29.03

- a) Full reimbursement of the direct expenses of instruction will be made in some circumstances, 50% in others, and in some circumstances no reimbursement. In making its decision, the Employer will consider the immediacy and the degree to which additional training can be applied to the work.

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

29.04

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

29.05

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

29.06

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

29.07

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

29.08

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

29.09

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

If the employee;

- a) fails to complete the course;
- b) does not resume employment with the Employer on completion of the course;
- c) ceases to be employed before termination of the period the employee has undertaken to serve after completion of the course;

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

29.10

- a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering the employee's career development and to the organisation in achieving its goals. The following activities shall be deemed to be part of career development:
 - i) a course given by the Employer;
 - ii) a course offered by a recognised academic institution;
 - iii) a seminar, convention or study session in a specialised field directly related to the employee's work;
 - iv) language training.
- b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the above activities described in sub-clause 29.10a) above. The employee shall receive no compensation under Article 12 (Overtime) and Article 20 (Compensation for travel) during time spent on career development leave provided for in this clause. Such request shall not be unreasonably withheld.
- c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

29.11

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

ARTICLE 30 – BILINGUALISM BONUS

30.01

The Employer agrees that a Bilingualism Bonus of \$1,000.00 per year shall be payable to all eligible employees of the GSU who are required by the Employer to use both official languages when communicating, either orally or in writing, with the membership and with any person, other than regular employees of the GSU Component, with whom the GSU must establish and maintain communication, when such employees are recognised by the GSU as meeting the language proficiency requirements for their positions.

30.02

The Employer agrees that the Bilingualism Bonus will be paid to its employees as long as it will be paid in the Public Service or for any longer period that may be decided by the Employer. But in any event, the Bilingualism Bonus will remain in effect for the term of this Agreement.

30.03

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

30.04

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

30.05

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

30.06

The Bilingualism Bonus shall be considered as part of an employee's salary for the purposes of the following:

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

30.07

The Bilingualism Bonus will not be considered as part of an employee's salary or used to compute an employee's salary entitlements for the following:

- a) Transfer;
- b) promotion;
- c) overtime calculation;
- d) severance pay.

30.08

When an employee is notified by the Employer that the employee is no longer eligible to receive the Bilingualism Bonus, this notice of termination to the employee shall be provided two (2) months prior to its effect.

ARTICLE 31 – NO LAY-OFF

31.01

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

ARTICLE 32 – PROBATION FOR NEW EMPLOYEES

32.01

A newly hired employee shall be on probation as follows:

- Union Representative – eight (8) months from date of hiring.
- All other employees – four (4) months from date of hiring.

During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement.

32.02

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

32.03

In the event that a new employee proves unsatisfactory in the performance of their duties any time during the probationary period, the employee may be released by the Employer. The reason(s) for release shall be provided to the employee in writing.

32.04

A grievance that may rise from the release of a new employee during the probationary period shall not be subject of arbitration, except that the grievance and arbitration procedure outlined in Article 24 shall apply in cases where such release is due to disciplinary reasons.

ARTICLE 33 – PROMOTIONS AND APPOINTMENTS

33.01

Notification of all vacant, temporary or permanent and newly created positions within the bargaining unit shall be conveyed in writing to all employees so that they shall have an opportunity to make written application for such positions.

33.02

The promotion and/or transfer of employees to positions within the bargaining unit shall be the result of a competition based on the following factors:

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

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

33.03

The Employer shall not make appointments from outside the Government Services Union to any position within or outside the bargaining unit, save and except positions excluded from the collective bargaining process, until the selection process in accordance with clause 33.02 is completed, and the Selection Board determines that there is no qualified candidate.

33.04

A successful applicant who was an employee of the GSU prior to the new appointment shall be placed on probation for a period of four (4) months.

33.05

In the event an employee is rejected on probation following a promotion from within the GSU, the Employer shall make every possible reasonable effort to place the employee in a position at a classification level equivalent to the employee's former position.

33.06

The increment date of an employee appointed in accordance with clause 33.05 shall be the same as in the former position as if the appointment to the higher position had never been made.

33.07

The salary to which an employee becomes entitled upon appointment in accordance with clause 33.05 shall be that to which the employee would have been entitled in the former position if the appointment to the higher position had never been made.

33.08

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

33.09

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

ARTICLE 34 – DISCIPLINE

34.01

- 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 before hand or at the same time a written notice showing the grounds on which a disciplinary measure is imposed.

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

34.02

Any unfavourable report concerning an employee and any report concerning an infraction shall be withdrawn from the file after a period of two (2) years from the date of the alleged infraction provided there is no further infraction of a similar nature.

34.03

When a written document is placed in an employee's file the employee shall be given an opportunity to sign the document in question to indicate that its contents have been read and explained.

34.04

An employee shall have the right to challenge, through the grievance procedure the content of any document placed on the employee's file.

34.05

The Employer agrees not to introduce as evidence in an arbitration hearing any document from the file of an employee, the existence of which the employee was not aware.

34.06

- 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 personal file;
 - iii) that if the employee's personal file is to be considered during the interview, the employee and/or the union representative, the latter with the employee's permission, shall, before the meeting, have access to this file in accordance with clause 9.04.
- 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 their inability to do so, the Employer shall proceed unilaterally.

ARTICLE 35 – TECHNOLOGICAL CHANGE

35.01

Technological Change means the introduction of equipment different in nature, type, or quantity from that previously utilised, a change related to the introduction of this equipment, in the

manner in which the Employer carries on operations and any change in work methods and operations affecting one or more employees.

35.02

Adverse effects to be eliminated: In carrying out technological changes, the Employer agrees to eliminate all adverse effects on employees and any denial of their contractual or legal rights which might result from such changes.

35.03

Notice: When the Employer is considering the introduction of a technological change:

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

35.04

Pertinent information included: The notice mentioned in Clause 35.03 shall be given in writing and shall contain pertinent dates including:

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

35.05

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

35.06

Protection of employees: In order to render effective the principle established in clause 35.02, the Employer agrees to the following provisions, which are designed to protect all employees covered by this Agreement:

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

- wage scale, regardless of any reassignment to other duties or any reclassification of the duties performed by the employee at a lower level;
- c) retraining: any employee either voluntarily or compulsorily reassigned or reclassified as a result of these changes shall be provided with whatever amount of retraining they require during their hours of work with full pay from the Employer and at no additional cost to the employee. Any employee unable to follow a retraining course shall maintain the same classification, or its equivalent, in the bargaining unit.

ARTICLE 36 – PARKING

36.01

The Employer shall pay one hundred percent (100%) of the parking cost.

36.02

Employees who do not receive the parking subsidy contained in 36.01 shall be reimbursed the full cost of a bus pass purchased by the employee for the use of the employee to travel to and from work.

ARTICLE 37 – PERSONAL AND SEXUAL HARASSMENT

37.01

The Union and the Employer recognise the problem of personal and sexual harassment in the workplace and in situations outside the workplace.

37.02

Personal harassment is defined for the purpose of this collective agreement as any type of behaviour which adversely affects an employee's job performance, job security, and right to dignity and respect at the workplace or in any work situation.

37.03

Sexual harassment is defined for the purpose of this collective agreement as including, but not being limited to: unnecessary physical contact such as touching or patting; persistent suggestive sexual remarks and other verbal abuse or threats; demand for sexual favours; compromising invitations; unwelcome remarks; jokes, innuendoes or taunting; displaying of pornographic or other derogatory pictures; condescension or paternalism which undermine self-respect; physical assault.

37.04

Any form of personal or sexual harassment and/or abuse of authority or position is unacceptable.

37.05

The Employer and the Union, therefore, are firmly opposed to any form of personal or sexual harassment of or by employees at the workplace or in any work situation or location. Employees have a right to be protected from discrimination and personal and/or sexual harassment. It is the

Employer's responsibility to provide a work environment free from personal and/or sexual harassment.

37.06

Any employee who believes they are a victim of personal and/or sexual harassment at the workplace or in any work situation or location is encouraged to use the grievance procedure in Article 24 of this collective agreement. If the alleged harasser is a step in the grievance procedure, the parties agree that this step will be waived. The Union shall have the right to refer the grievance to arbitration.

ARTICLE 38 – HEALTH AND SAFETY

38.01

It is the Employer's responsibility to provide for a healthy and safe work environment.

38.02

An employee may refuse to work or do particular work where the employee has reason to believe that:

- a) any equipment, machine, device or thing the employee is to use or operate is likely to endanger the employee or another employee;
- b) the physical condition of the work place or the part thereof in which the employee works or is to work is likely to endanger the employee ; or
- c) any equipment, machine, device, or thing the employee is to use or operate or the physical condition of the work place or the part thereof in which the employee works or is to work is in contravention of the Ontario Occupational Health and Safety Act or its Regulations and such contravention is likely to endanger the employee or another employee.

38.03

The Employer shall take all the necessary actions and provide all the necessary equipment to assure a healthy and safe work environment. When it is alleged that an unsafe or unhealthy situation exists the Employer shall undertake to have performed all the tests and evaluations deemed necessary by the Joint Health and Safety Committee and shall provide the Union with the results of such tests and evaluations. The Employer will adhere to any recommendations arising out of the tests and evaluations.

38.04

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

38.05

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

38.06

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

38.07

Where the Employer requires an employee to undergo a medical examination by a designated qualified practitioner, the examination will be conducted at no expense to the employee. Results of all medical examinations will be made available to employees upon request.

38.08

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

38.09

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

38.10

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

38.11

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

38.12

The existence of health and safety hazards in the workplace is subject to Article 24 (Grievance Procedure) of this Collective Agreement.

ARTICLE 39 – RECREATIONAL ALLOWANCE

39.01

The parties agree that there is a need to participate in some recreational activity to alleviate stress associated with the work functions. To this end the employer agrees to reimburse all employees up to \$500.00 per year payable January 1st each year for any recreational activity.

39.02

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

39.03

Employees who have not worked for six (6) calendar months in a calendar year will not be entitled to reimbursement for recreational activities in that calendar year.

39.04

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

- a) The Recreation Allowance will be prorated at 1/12th of the actual amount for each complete month of work under this collective agreement.
- b) The term employee will be required to submit a claim for the reimbursement in the usual manner on or after January 1st in any year. If the term employee ceases to be an employee prior to January 1st, the term employee may claim 1/12th of the Allowance for each complete month of work upon termination.
- c) Employees claiming this allowance will have to sign a claim that clarifies that the money was actually spent and the activities actually took place during the period that the term employee was an employee with the Alliance covered by this agreement.

ARTICLE 40 – CONVERSION RULES

40.01 – 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 the employee for their 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.

40.02 – 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 the employee's position prior to the effective date of the effective date of the reclassification of such position and shall be entitled to economic increases as negotiated by the Union for other employees at the same salary level.

Increments

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

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

ARTICLE 41 – MODIFICATION, TERM, RENEWAL OF AGREEMENT

41.01

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

41.02

Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) days prior to the expiry date, give notice in writing to the other party. Within twenty (20) days of the date on which notice was served, the parties will exchange proposed changes or amendments. A meeting of the parties to commence bargaining will be convened within twenty (20) days of the exchange.

41.03

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

41.04

This Agreement shall be binding and remain in effect from January 1, 2009 to December 31, 2011.

41.05

The rates of pay outlined in Appendix A of this Collective Agreement will apply retroactively from May 1, 2006 to all those individuals who have left the employ of the GSU prior to the signing of this Collective Agreement provided that these former employees make application for the retroactive salary increase.

APPENDIX " A " – RATES OF PAY

AEU Salary Scale

Economic increases effective January 1, 2009 – 2%, January 1, 2010 – 2%; January 1, 2011 – 2%.

DATE	LEVEL	MIN				MAX
January 1, 2008	1	28,933	29,799	30,693	31,615	32,564
January 1, 2009		29,512	30,395	31,307	32,247	33,215
January 1, 2010		30,102	31,003	31,933	32,892	33,880
January 1, 2011		30,704	31,623	32,572	33,550	34,557
January 1, 2008	2	32,787	33,769	34,784	35,829	36,901
January 1, 2009		33,443	34,444	35,480	36,546	37,639
January 1, 2010		34,112	35,133	36,189	37,276	38,392
January 1, 2011		34,794	35,836	36,913	38,022	39,160
January 1, 2008	3	36,642	37,739	38,873	40,038	41,241
January 1, 2009		37,375	38,494	39,650	40,839	42,066
January 1, 2010		38,122	39,264	40,443	41,656	42,907
January 1, 2011		38,885	40,049	41,252	42,489	43,765
January 1, 2008	4	40,496	41,712	42,962	44,250	45,578
January 1, 2009		41,306	42,546	43,821	45,135	46,490
January 1, 2010		42,132	43,397	44,698	46,038	47,419
January 1, 2011		42,975	44,265	45,592	46,958	48,368
January 1, 2008	5	45,892	47,269	48,687	50,149	51,651
January 1, 2009		46,810	48,214	49,661	51,152	52,684
January 1, 2010		47,746	49,179	50,654	52,175	53,738
January 1, 2011		48,701	50,162	51,667	53,219	54,812
January 1, 2008	6	51,290	52,828	54,413	56,045	57,727
January 1, 2009		52,316	53,885	55,501	57,166	58,882
January 1, 2010		53,362	54,962	56,611	58,309	60,059
January 1, 2011		54,429	56,061	57,744	59,475	61,260
January 1, 2008	7	56,685	58,387	60,138	61,942	63,801
January 1, 2009		57,819	59,555	61,341	63,181	65,077
January 1, 2010		58,975	60,746	62,568	64,444	66,379
January 1, 2011		60,155	61,961	63,819	65,733	67,706

January 1, 2008	8	62,082	63,945	65,863	67,841	69,876
January 1, 2009		63,324	65,224	67,180	69,198	71,274
January 1, 2010		64,590	66,528	68,524	70,582	72,699
January 1, 2011		65,882	67,859	69,894	71,993	74,153
January 1, 2008	9	67,480	69,503	71,590	73,736	75,948
January 1, 2009		68,830	70,893	73,022	75,211	77,467
January 1, 2010		70,206	72,311	74,482	76,715	79,016
January 1, 2011		71,610	73,757	75,972	78,249	80,597
January 1, 2008	10	72,876	75,063	77,314	79,634	82,022
January 1, 2009		74,334	76,564	78,860	81,227	83,662
January 1, 2010		75,820	78,096	80,437	82,851	85,336
January 1, 2011		77,337	79,657	82,046	84,508	87,042
January 1, 2008	11	79,813	82,209	84,675	87,215	89,832
January 1, 2009		81,409	83,853	86,369	88,959	91,629
January 1, 2010		83,037	85,530	88,096	90,738	93,461
January 1, 2011		84,698	87,241	89,858	92,553	95,330
January 1, 2008	12	86,753	89,355	92,035	94,796	97,640
January 1, 2009		88,488	91,142	93,876	96,692	99,593
January 1, 2010		90,258	92,965	95,753	98,626	101,585
January 1, 2011		92,063	94,824	97,668	100,598	103,616
January 1, 2008	13	93,691	96,501	99,395	102,378	105,449
January 1, 2009		95,565	98,431	101,383	104,426	107,558
January 1, 2010		97,476	100,400	103,411	106,514	109,709
January 1, 2011		99,426	102,408	105,479	108,644	111,903

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)

APPENDIX " C " – INCOME AVERAGING LEAVE

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

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

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

APPENDIX " D " – APPLICATION – INCOME AVERAGING LEAVE

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

- The 12 month period of participating in Income Averaging Leave shall commence on the first payroll of _____ (month/year) and end on the final payroll of _____ (month/year).
- I agree to commence my leave without pay period _____ and return to work on _____ for a total period of _____ consecutive weeks. I agree that this period of leave without pay will not be extended by any other periods of leave with or without pay.
- I agree to have my annual salary reduced by the amount of the leave period defined in #2 and to have this reduced amount of pay averaged over the same 12 month period as defined in #1.
- I agree to fulfill the commitment of the 12 month period. In the event I do not fulfill the terms of this agreement and do not return to work on the date specified in #2, I agree that the salary received during the period may have been over or under paid and the necessary salary adjustments will be made.
- I agree to submit this application for approval at least 60 days in advance of the period defined in #1.

Date

Employee


Date

Employer

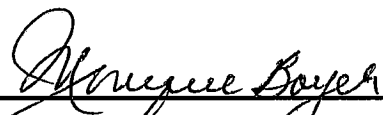
SIGNATURES

Signed at Ottawa, this 21st day of April, 2009.

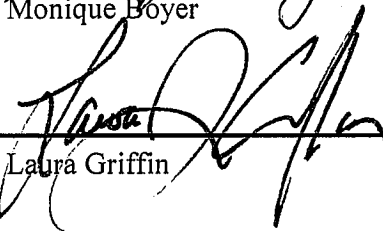
For the Union



Lucette Charron



Monique Boyer

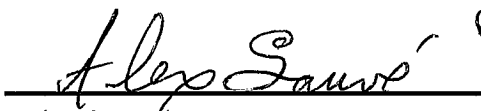


Laura Griffin

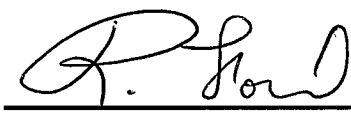
For the Employer



Daniel Charron



Alex Sauvé



Randy Ford