



AGREEMENT
BETWEEN THE
UNION OF TAXATION EMPLOYEES
AND THE
ALLIANCE EMPLOYEES UNION

Effective March 19, 2006
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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Purpose of Agreement.....	1
2	Definitions.....	1
3	Application.....	3
4	Managerial Responsibilities.....	3
5	Recognition.....	3
6	Appointment of Representatives.....	3
7	Union Security.....	5
8	Retention of Rights and Privileges.....	5
9	Information to Employees.....	5
10	Employee Performance Review and Employee Files.....	6
11	Human Rights.....	7
12	Restriction on Outside Employment.....	7
13	Hours of Work.....	7
14	Overtime.....	8
15	Leave - General.....	10
16	Sick Leave With Pay.....	13
17	Special Leave With or Without Pay.....	14
18	Designated Paid Holidays.....	29
19	Severance Pay.....	31
20	Pay and Classification.....	32
21	Compensation for Travel.....	34
22	Statement of Duties.....	35
23	No Strike - No Lock-Out.....	35
24	Grievance Procedure.....	36
25	Joint Consultation.....	37
26	Welfare Plans and Benefits.....	37
27	Education Leave Without Pay and Career Development Leave With Pay.....	40
28	Bilingual Bonus.....	42
29	Lay-Off.....	42
30	Probation for New Employees.....	42
31	Call-Back Pay.....	43
32	Discipline and Suspension.....	43
33	Sexual and Personal Harassment.....	44
34	Technological Change.....	46
35	Union Label.....	46
36	Safety and Health.....	47
37	Allowances.....	47
38	Self-Funded Leave.....	47
39	Modification, Term, Renewal of Agreement.....	52

40	Assignment of Bargaining Unit Work	52
41	Stress Allowance	52
42	Working from home.....	53
43	Attendance at Presidents' Conference and Conventions.....	53
44	Staffing.....	53
45	Pre-retirement training.....	54
	Appendix "A" - Rates of Pay.....	57
	Appendix "B" - Level Structure	58

ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union. Furthermore, this agreement will set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the Employees.
- 1.02 The parties to this Agreement share a desire to improve the quality of the Union of Taxation Employees Public Service Alliance of Canada and to promote the well-being and increased efficiency of its employees to the end that the Employer will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Union of Taxation Employees in which members of the bargaining unit are employed.

ARTICLE 2

DEFINITIONS

- 2.01 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 (1) 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 his spouse;
 - (c) "compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave or when compensatory leave is paid in cash shall be based on the employee's hourly rate of pay received by him on the day immediately prior to the day on which leave is taken;
 - (d) "continuous employment" means an unbroken period of employment with the Components or the Alliance; and, for greater certainty employment shall not be considered to be broken by authorized periods of leave, with or without pay, or by any period of less than three (3) months between two separate periods of employment with the Union of Taxation Employees, the Alliance and its Components;

(This definition in no way implies any entitlement to pay or other compensation from the Employer during the hiatus between two (2) separate periods of employment).

- (e) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
- (f) "day of rest" in relation to an employee means a day other than a holiday in which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave or absent from duty without permission;
- (g) "employee" means a person who is a member of the bargaining unit;
- (h) "employer" means the Union of Taxation Employees of the 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 authorized absence from duty by an employee during his scheduled regular hours of work;
- (l) "membership dues" means the dues established by the Alliance Employees' Union as the dues payable by its members as a consequence of their membership in the Union and shall not include any initiation fee, insurance premium or special levy;
- (m) "seniority" means length of employment with the Union of Taxation Employees, the Alliance and its Components;
- (n) "term employee" means a person who is employed by the Employer for a specified period of time to perform duties either on a full-time or part-time basis but who ceases to be employed by the Employer when the specified period of time is terminated unless the specified period of time is extended by another specified period of time;
- (o) "Union" means the Alliance Employees' Union;
- (p) "weekly rate of pay" means an employee's annual rate of pay divided by fifty-two (52);
- (q) "year" means fiscal year in relation to vacation leave, sick leave, compensatory leave, is the period beginning on and including the 1st day of January in one year and ending on and including the 31st day of December in the same year.

ARTICLE 3

APPLICATION

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

ARTICLE 4

MANAGERIAL RESPONSIBILITIES

- 4.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the Union of Taxation Employees.

ARTICLE 5

RECOGNITION

- 5.01 The Employer recognizes the Alliance Employees' Union as the exclusive bargaining agent for all employees as certified by the Ontario Labour Relations Board (dated June 14, 1983) employed as staff of Union of Taxation Employees, save and except those employees employed in a confidential capacity.

ARTICLE 6

APPOINTMENT OF REPRESENTATIVES AND UNION LEAVE

- 6.01 The Employer acknowledges the right of the Union to appoint employees as Representatives.
- 6.02 The Employer and the Union shall determine the jurisdiction of each Representative, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure.
- 6.03 The Union shall notify the Employer promptly and in writing of the name and jurisdiction of its Representatives.

- 6.04 A Representative shall obtain the permission of his supervisor before leaving his work to investigate with fellow employees complaints of an urgent nature, to meet with management for the purpose of dealing with grievances and/or complaints and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable the Representative shall report back to his supervisor before resuming his normal duties.
- 6.05 The parties to this Collective Agreement will normally attempt to resolve issues prior to grievances being filed.

Contract Negotiation Meetings

- 6.06 The Employer will grant leave to an employee for the purposes of attending contract negotiation meetings in the following manner:
1. For Unit V, UTE negotiations the leave referred to shall be leave with pay.
 2. For all other units of the AEU leave without pay shall be granted subject to the operational requirements of the Employer and such leave shall not be unreasonably denied.
- 6.07 Contract negotiation meetings between U.T.E. and the union will be scheduled during regular hours unless otherwise agreed by mutual consent between the union and the employer.

Meetings with the Employer

- 6.08 Leave with pay will be granted to employees for purposes of meeting with the Employer. Leave without pay shall also be granted to Representatives when meeting with Management Representatives of the Union of Taxation Employees, the Public Service Alliance of Canada or other Components.
- 6.09 (a) The employer may grant leave with pay to an employee for the purpose of attending arbitration hearings, grievance hearings, hearings before the Ontario Labour Relations Board, hearings before tribunals of the Human Rights Commission, meetings with Conciliation or Mediation Officers or Boards or any other such processes where the employee has instituted proceedings and is required to give evidence during such proceedings. Such leave shall not be unreasonably denied.
- (b) The employer may grant leave without pay to an employee for the purpose of attending arbitration hearings, grievance hearings, hearings before the Ontario Labour Relations Board, hearings before tribunals of the Human Rights Commission, meetings with Conciliation or Mediation Officers or Boards or any other such processes where the employee is acting as a representative in such proceedings. Such leave shall not be unreasonably denied.

ARTICLE 7

UNION SECURITY

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

ARTICLE 8

RETENTION OF RIGHTS AND PRIVILEGES

- 8.01 The parties agree to enter into meaningful consultation, upon merger, amalgamation or combination of the employer's operations or functions with another organization, with a view to establishing voluntary exit packages for employees, if required. Should the employer cease operations, the employer agrees to make every reasonable effort to have all employees placed into equivalent positions throughout the Alliance family.

ARTICLE 9

INFORMATION TO EMPLOYEES

- 9.01 The Employer will forward to the Secretary of the Union the name of all new 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.
- 9.02 An up-to-date seniority list showing the date upon which each employee's employment commenced shall be sent to the Secretary of the Union once a year at the same time as employees are provided with the information outlined in Clause 9.05 of this agreement.
- 9.03 The Employer shall provide the union with ten (10) copies (5 English and 5 French) of this Collective Agreement within two weeks of the reproduction of this agreement.
- 9.04 Reasonable space on bulletin boards will be made available to the Union for the posting of official Union notices in convenient locations as determined by the Employer. The employer shall have the right to remove notices or other materials it considers offensive or not in the best interest of harmonious employer-employee relationships.

- 9.05 The Employer will provide annually each employee with a written statement of their leave credits.
- 9.06 The employer shall provide each employee in the bargaining unit with a signed copy of this Collective Agreement two weeks following reproduction of the agreement.

ARTICLE 10

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 10.01 (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. Upon written request a copy of the assessment form will be provided to him at that time. An employee's signature on his assessment form will be considered to be an indication only that its contents have been read and shall not indicate his concurrence with the statements contained on the form.
- (b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half of the period for which the employee's performance is evaluated.
- 10.02 Upon written request from an employee or union representative, if authorized by the employee, shall have access to the personnel file and/or pay and leave record of the employee, in the presence of an authorized representative of the employer.
- 10.03 (a) The Employer agrees that there shall be only one personnel file and one pay and leave record for each employee and that no report relating to the employee's conduct or performance may be used against them in the grievance procedure or at arbitration unless a copy of such report is provided to the employee and unless such report is contained in the personnel file.
- (b) No report may be placed in the file or constitute a part thereof unless a copy of the said report is sent to the employee within twenty-five (25) days after the date of the employer's alleged source of dissatisfaction with him.
- (c) Any unfavorable report concerning an employee and any report concerning an infraction shall be withdrawn from the file after a period of two (2) years from the date of the infraction.
- (d) The personnel file of each employee will be maintained in a locked cabinet in the President's office. Only the President or their authorized designate, may access these files without the employee's consent.

- (e) The pay and leave record of the employees will be maintained in a locked cabinet. Only authorized personnel may access these files.

ARTICLE 11

HUMAN RIGHTS

- 11.01 The Employer acknowledges and fully endorses all Human Rights legislation where applicable, and agrees to be bound by the terms of this legislation.
- 11.02 The Employer acknowledges and fully endorses all Privacy Legislation and agrees to be bound by the terms of the legislation.

ARTICLE 12

RESTRICTION ON OUTSIDE EMPLOYMENT

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

ARTICLE 13

HOURS OF WORK

General

- 13.01 For the purpose of this Article, a week shall consist of seven (7) consecutive days beginning at 00:00 hour Monday morning and ending at 24:00 hours Sunday. The day is a twenty-four (24) hour period commencing at 00:00 hour.
 - (a) The scheduled work week shall be thirty-five (35) hours from Monday to Friday inclusive, and the scheduled work day shall be seven (7) consecutive hours, exclusive of a lunch period, between the hours of 7:30 a.m. and 6:00 p.m. Subject to operational requirements by the Employer, an employee shall have the right to select and request flexible hours between 7:30 a.m. and 6:00 p.m.
- 13.02 Notwithstanding the provisions of this article, upon request of an employee, an employee may complete his weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days the employee works an average of thirty-five (35) hours per week. In every fourteen (14), twenty-one (21) or twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for him.

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

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

13.04 Rest Periods

Except when operational requirements do not permit, the Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.

ARTICLE 14

OVERTIME

14.01 In this Article:

- (a) "overtime" means authorized work performed in excess of his scheduled hours of work.
- (b) "time and one-half" means one and one-half (1 1/2) times the hourly rate of pay;
- (c) "double-time" means two (2) times the hourly rate of pay.

Assignment of Overtime Work

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

Overtime Compensation

14.03 Subject to clause 14.08 an employee who is required to work overtime on his scheduled work day is entitled to compensation at time and one-half (1 1/2) for all overtime hours.

14.04 Subject to clause 14.08

- (a) an employee who is required to work on a first day of rest is entitled to compensation at time and one-half (1 1/2) for the first seven (7) hours and double (2) time thereafter;
- (b) an employee who is required to work on a second or subsequent day of rest is entitled to compensation at double (2) time. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

14.05 Subject to clause 14.08 when an employee is required to report for work and reports on a day of rest, he shall be paid the greater of:

- (i) compensation at the applicable overtime rate:

or

- (ii) compensation equivalent to four (4) hours pay at the hourly rate of pay, except that the minimum of four (4) hours pay shall apply only the first time that an employee reports for work during a period of seven (7) hours, starting with the employee's first reporting.

14.06 When an employee is required to report for work and reports under the conditions described in clause 14.04 and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his automobile when the employee travels by means of his own automobile,

or

- (b) out-of-pocket expenses for other means of commercial transportation.

14.07 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than his normal place of work, time spent by the employee reporting to work or returning to his residence shall not constitute time worked.

14.08 An employee is entitled to overtime compensation under clauses 14.03, 14.04 and 14.05 for each completed period of fifteen (15) minutes of overtime worked by him:

- (a) when the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions;

and

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

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

14.10 Overtime shall be compensated in cash except where, upon request of an employee, overtime may be compensated in equivalent leave with pay. Such approval shall not be unreasonably withheld.

The Employer shall grant compensatory leave at times convenient to the employee.

14.11 For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.

14.12 An employee who is authorized to work three (3) or more hours following his scheduled hours of work or on a day of rest shall be reimbursed an allowance in accordance with Clause 37.01.

14.13 The Employer shall reimburse, up to the limit provided for in the Union of Taxation Employees' Regulations, an employee who is a parent of a young child or children for the cost of substitute care when an employee works outside of his regular hours of work. Payment will be made at such time as the employee provides a receipt to the Employer.

14.14 Where in any year an employee has not been granted all of his compensatory leave, the unused portion will be compensated in cash, except where upon request and with the approval of the Employer, carry-over of fifteen (15) days may be granted with the remainder liquidated in cash.

ARTICLE 15

LEAVE - GENERAL

15.01 An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his vacation and sick leave credits.

15.02 The amount of leave with pay credited to an employee by the Employer at the time when this Agreement is signed, or at the time when he becomes subject to this Agreement, shall be retained by the employee.

15.03 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

15.04 An employee is not entitled to leave with pay during periods he is on leave without pay or under suspension.

VACATION LEAVE WITH PAY

15.05 The vacation year shall be from January 1st to December 31st of the calendar year, inclusive.

Accumulation of Vacation Leave Credits

15.06 An employee shall earn vacation leave credits for each calendar month during which he receives pay for at least ten (10) days at the following rate:

- (a) one and one-quarter (1 1/4) days until the month in which the anniversary of his sixth (6) year of continuous employment occurs;
- (b) one and two-thirds (1 2/3) days commencing with the month in which his sixth (6) anniversary of continuous employment occurs;
- (c) two and one-twelfth (2 1/12) days commencing with the month in which his fourteen (14th) anniversary of continuous employment occurs effective April 1, 1999.
- (d) two and one-half (2 1/2) days commencing with the month in which his/her twenty-third (23rd) anniversary of continuous employment occurs.
- (e) employment with the department of National Revenue, Taxation shall be used in the calculation of continuous employment for purposes of article 15.06.

Entitlement to Vacation Leave With Pay

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

Scheduling of Vacation Leave With Pay

- 15.08 (a) Subject to operational requirements the Employer shall make every reasonable effort to schedule an employee's vacation leave in the vacation year in which it is earned and in a manner acceptable to the employee.
- (b) The scheduling of vacation leave for employees holding similar positions is on a first come first serve basis.

15.09 The Employer shall give an employee as much notice as is practicable and reasonable of approval, disapproval or cancellation of a request for vacation. In the case of disapproval, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.

15.10 Where, in respect of any period of vacation leave, an employee:

(a) is granted bereavement leave,

or

(b) is granted special leave with pay because of illness in the immediate family,

or

(c) is granted sick leave on production of a medical certificate,

the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

15.11 (a) Where in any vacation year an employee has not been granted all of the vacation leave credited to him, the unused portion of his vacation leave shall be carried over into the following vacation year. Carry over of vacation leave shall not exceed one year.

(b) Upon written request from an employee, the Employer shall compensate the employee in cash for earned but unused vacation leave credits. Compensation will be at the employee's prescribed rate of pay on the date of the request.

Recall from Vacation Leave With Pay

15.12 (a) The Employer will make every reasonable effort not to recall an employee to duty after he has proceeded on vacation leave with pay.

(b) Where, during any period of vacation leave with pay an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as defined by the Employer, that he incurs:

(i) in proceeding to his place of duty,

and

(ii) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled, after submitting such accounts as are required by the Employer.

- (c) The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 15.12 to be reimbursed for reasonable expenses incurred by him.

Leave when Employment Terminates

- 15.13 When an employee dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave with pay as calculated on the basis of the daily rate of pay prior to the termination of his employment.
- 15.14 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the daily rate of pay.
- 15.15 Notwithstanding clause 15.13, an employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in clause 15.13, if he requests it within six (6) months following the date upon which his employment is terminated.

ARTICLE 16

SICK LEAVE WITH PAY

Credits

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

Granting of Sick Leave

- 16.02 An employee shall be granted sick leave with pay when he is unable to perform his duties because of illness or injury provided that:
 - (a) he satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer
 - and
 - (b) he has the necessary sick leave credits.

- 16.03 Unless otherwise informed in advance by the Employer, a statement signed by the employee stating that because of his illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 16.02 (a), if the period of leave with pay requested does not exceed five (5) days. Should the Employer require an employee to provide a medical certificate, all costs in producing said certificate shall be borne by the Employer upon submission of a receipt.
- 16.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 16.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee:
- (a) for a period of up to twenty-five (25) days if a decision on a application for injury-on-duty leave is being awaited,
- or
- (b) for a period of up to fifteen (15) days in all other cases, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for reasons other than death or lay-off, the recovery of the advance from any monies owed the employee.
- 16.05 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

ARTICLE 17

SPECIAL LEAVE WITH OR WITHOUT PAY

Bereavement Leave With Pay

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

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

- (a) When the employee's spouse, child, grandchild, step-child, father, mother (or alternatively step-father, step-mother or foster parent) or ward of the employee dies, the employee shall be entitled to bereavement leave with pay of up to five (5) working days for purposes relating to the bereavement and/or settling of the estate and in addition, may be granted up to three (3) working days leave with pay for purposes of travel related to the death and/or settling of the estate.
- (b) When any member of the immediate family dies, other than those noted in (a) above, the employee shall be entitled to bereavement leave with pay of up to four (4) working days for purposes relating to the bereavement and/or settling of the estate and in addition, may be granted up to three (3) working days leave with pay for purposes of travel related to the death and/or settling of the estate.
- (c) When an employee's spouse's grandparents, son-in-law, daughter-in-law, dies, the employee may be entitled to bereavement leave with pay of up to two (2) working days for purposes relating to the bereavement and/or settling of the estate.
- (d) In special circumstances and at the request of the employee, bereavement leave with pay may be extended beyond the day following the day of the funeral but the total number of days granted shall be consecutive, shall not exceed the number provided for in paragraph (a) above, and must include the day of the funeral.
- (e) If, during a period of compensatory, vacation leave or sick leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave with pay under paragraph (a), (b) or (c) of this clause, he shall be granted bereavement leave with pay and his compensatory, vacation or sick leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (f) In special circumstances and at the request of an employee, bereavement leave with pay may be granted in addition to that provided for in clause 17.01.

Court Leave With Pay

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

- (a) to be available for jury selection;
- (b) to serve on a jury;

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

Maternity Leave without pay

- 17.03 (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than twenty-six (26) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
- i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,.
 - or
 - ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized, the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling twenty-six (26) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of twenty-six (26) weeks.
- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.

- (e) An employee who has not commenced maternity leave without pay may elect to:
 - i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 16, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 16, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least fifteen (15) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and 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 benefits plans, excluding Disability Insurance.

17.03.1 Maternity Allowance

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

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

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

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

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

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
 - (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or Québec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 17.03.1(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance maternity benefits.

- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Québec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

17.04 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 17.03.1(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Longterm Disability (LTD) Insurance or the *Workplace Safety and Insurance Act* prevents her from receiving Employment Insurance or Québec Parental Insurance maternity benefits,and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 17.03.1(a), other than those specified in sections (A) and (B) of subparagraph 17.03.1(a)(iii), shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Workplace Safety and Insurance Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 17.03.1 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance maternity benefits for the reasons described in subparagraph (a)(i).

17.04.1 Transitional Provisions

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

17.05 Parental Leave Without Pay

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

- (e) An employee who intends to request parental leave without pay shall notify the Employer at least fifteen (15) weeks in advance of the commencement date of such leave.
- (f) The Employer may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than fifteen (15) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes. During such leave, the Employer will continue to pay its applicable share of pension and benefits plans.

17.05.1 Parental Allowance

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or Québec Parental Insurance Plan in respect of insurable employment with the Employer,and
 - (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (B) Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 17.03.1(a)(iii)(B), if applicable;

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

(allowance received)	X	(remaining period to be worked following his/her return to work)
		<hr style="width: 25%; margin: 0 auto;"/> [total period to be worked as specified in (B)]

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

(b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

(c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:

- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
- (ii) for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he/she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he/she would have been eligible if no extra monies had been earned during this period.
- (iii) where an employee has received the full twenty-six (26) weeks of maternity benefit and the full thirty-seven (37) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for

each week, less any other monies earned during this period.

- (d) At the employee's request, the payment referred to in subparagraph 17.05.1(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI or QPIP parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act in Quebec*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum combined maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks.

17.06 Special Parental Allowance for Totally Disabled Employees

(a) An employee who:

- (i) fails to satisfy the eligibility requirement specified in subparagraph 17.05.1(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance or via the *Workplace Safety and Insurance Act* prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits,

and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 17.05.1(a), other than those specified in sections (A) and (B) of subparagraph 17.05.1(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 17.05.1 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

17.06.1 Transitional Provisions

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

Marriage Leave With Pay

- 17.07 (a) After completion of one (1) year continuous employment with the Employer, an employee who gives the Employer at least five (5) days notice, shall be granted five (5) days marriage leave with pay for the purpose of getting married.
- (b) For an employee with less than two (2) years of service in the event of termination of employment for reasons other than death within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

Leave with Pay for Family-Related Responsibilities

- 17.08 (a) For the purpose of this clause, family is defined as spouse, (including common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster-parents) or any relative residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
- i) up to one (1) day of leave with pay for an appointment to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies;
 - ii) up to three (3) consecutive days of leave with pay for temporary care of a sick member of the employee's family;
 - iii) to a male employee one (1) day leave with pay for needs directly related to the birth of his child. This leave may be divided into two (2) periods and granted on separate days;
 - iv) to an employee one (1) day leave with pay for needs directly related to the adoption of his child. This leave may be divided into two (2) periods and granted on separate days.
- (c) The total leave with pay which may be granted under sub-clauses (b)(i), (b)(ii), and (b)(iii) shall not exceed six (6) days in a fiscal year.

17.09 Injury-on-Duty Leave

An employee shall be granted injury-on-duty leave with pay when an employee has been rendered unfit for duty as a result of an accident or injury while on authorized business for the employer. Such accident or injury must be reported as soon as practicable to the Employer and must be substantiated by a medical certificate from the employee's physician. In order to substantiate injury on duty leave with pay the Employer may, at its discretion, require a second medical opinion from a physician selected by the employee from a list, supplied by the employer, of at least three (3) physicians. The employer will bear all costs related to the above.

17.10 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 Union of Taxation Employees, the Alliance and its Components 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.

17.11 Leave Without Pay for Personal Needs

- (a) Subject to operational requirements, the Employer may grant leave without pay for a period of up to one (1) year to an employee for personal needs, including parental and other family related reasons. Such leave shall not be unreasonably withheld.
- (b) Leave without pay in excess of three (3) months, granted under paragraph (a) shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay and vacation leave for the employee involved.
- (c) Leave without pay granted under this section may not be extended and may not be used in combination with maternity, paternity or adoption leave.
- (d) An employee who is granted leave under this clause must pay both the employee and employer shares of the benefit plans outlined under Article 26 of this agreement, in effect at the time of signing.

17.12 Leave Without Pay for Relocation of Spouse

At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is relocated or relocates.

17.13 Other Leave With or Without Pay

At its discretion, the Employer may grant:

- (a) Leave with pay when circumstances not directly attributable to the employee, including illness in the immediate family as defined in clause 17.01 prevent his reporting for duty. Such leave will not be unreasonably withheld;

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

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

17.15 The Employer agrees that when it has authorized leave with pay for an employee or when it has authorized leave without pay not exceeding one year, the employee will be entitled to return to a position at the same salary level which they occupied before the commencement of the leave.

Leave with pay for personal needs

17.16 With an advance notice of at least two (2) working days, where practicable, the employee shall be granted, in each year, one (1) day of leave with pay for reasons of a personal nature. This leave must be used in the year in which it is earned. This leave will be scheduled at times convenient to both the employee and the employer. Nevertheless, the employer shall make every reasonable effort to grant the leave at such times as the employee may request.

Leave with income averaging

17.17 (a) LWIA is a program whereby employees can reduce the number of weeks they work in a 12-month period by taking a period of leave without pay not to exceed 8 weeks. Although pay for participating employees would be reduced and averaged over the year to reflect the reduced time at work, pension and benefits coverage, as well as premiums or contributions, would continue at the levels prior to starting the leave.

(b) Subject to seniority, upon request from an employee, the employer may, subject to operational requirements as determined from time to time, schedule an employee's leave with income averaging in a manner acceptable to the employee. Once an employee has invoked their seniority rights for the approval of their leave, their name will go to the bottom of the seniority list used exclusively for the administration of leave with income averaging.

(c) The employer will approve requests for leave with income averaging for no more than one (1) employee occupying similar job classes and for no more than two (2) employees of the bargaining unit for the same leave period. For greater certainty, requests shall be approved on the basis of seniority as described above.

- (d) Employees wishing to avail of leave with income averaging must provide the employer with eight (8) weeks written notice. Upon receipt of said written notice, the employer shall advise employees in similar job classes of the request and provide them with a reasonable opportunity to submit their vacation leave and/or compensatory leave requests. Other than for recall purposes, or in cases of emergency, leave with income averaging, once approved, shall not be rescinded by the employer.
- (e) The parties agree that requests for vacation leave and compensatory leave shall be given preference over requests for leave with income averaging.
- (f) Should the employer decide to recall an employee from LWIA, the employer shall be guided and directed by the principles and requirements of clause 15.12 of the Collective Agreement and refund to the employee the income which was reduced, or other such arrangement agreed to by the parties and all other reasonable expenses.

Leave Without Pay for the long-term care of a parent

17.18 Both parties recognize the importance of access to leave for the purpose of long-term care of a parent.

An employee shall be granted leave without pay for the long-term personal care of the employee's parents, including step-parents or foster parents, in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (b) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the Public Service;

An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

PRE-RETIREMENT LEAVE

17.19 Effective on the date of signing of the Collective Agreement, the Employer will provide five (5) days of paid leave per year, up to a maximum of twenty-five (25) days, to employees fifty-five (55) years old and over with a minimum of thirty (30) years of service.

ARTICLE 18

DESIGNATED PAID HOLIDAYS

18.01 Subject to clause 18.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) One additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August, and
- (j) one additional day when proclaimed by an Act of Parliament as a National Holiday.
- (k) Heritage Day, to be celebrated as a floating holiday, to be taken by the employee within the calendar year. Should such a holiday be proclaimed by the Federal Government this floating Heritage Day shall cease to exist and be replaced by the holiday proclaimed by the Federal Government.
- (l) all days from and including Christmas Day to and including New Year's Eve.
- (m) January 2nd .

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

Holiday Falling on a Day of Rest

18.03 When a day designated as a holiday under clause 18.01 coincides with an employee's day of rest, the holiday shall be moved to the first day the employee is scheduled to work following his day of rest.

18.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 18.03:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest,

and

- (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

Compensation for Work on a Holiday

18.05 When an employee works on a holiday, he shall be paid:

- (a) Time and one-half (1 1/2) for the first seven (7) hours worked on the holiday and double time (2) thereafter, in addition to the pay that he would have been granted had he not worked on the holiday,

or

- (b) upon request, and with the approval of the Employer, he may be granted:
 - i) a day of leave with pay (hourly rate of pay) at a later date in lieu of the holiday,
 - ii) pay at one and one half (1 1/2) times the hourly rate for the first seven (7) hours worked by him on the holiday,

and

- iii) pay at two (2) times the hourly rate of pay for all hours worked by him on the holiday in excess of seven (7) hours;
- (c) subject to operational requirements, and at the request of an employee, the Employer will endeavour to grant the leave earned in 18.05 (b)(i) contiguous to the employee's vacation leave,
- (d) Notwithstanding 18.05(a) and 18.05(b) when an employee works on a holiday, which is not his scheduled day of work, contiguous to a day of rest on which he also worked and received overtime in accordance with clause 14.04(b), he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday, two (2) times his hourly rate of pay for all time worked.
- (e) if any lieu days cannot be liquidated by the end of the fiscal year they will be paid off at the employee's hourly rate of pay at the end of the fiscal year.

18.06 When an employee is required to report for work and reports on a designated holiday, he shall be paid the greater of:

(i) compensation in accordance with the provisions of clause 18.05;

or

(ii) compensation equivalent to four (4) hours' pay at his hourly rate of pay, except that the minimum of four (4) hours pay shall apply only the first time that an employee reports for work during a period of seven (7) hours, starting with the employee's first reporting.

18.07 When an employee is required to report for work and reports on a designated paid holiday which is not his scheduled day of work and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

(a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his automobile when the employee travels by means of his own automobile,

or

(b) out-of-pocket expenses for other means of commercial transportation.

18.08 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than his normal place of work, time spent by the employee reporting to work or returning to his residence shall not constitute time worked.

Holiday coinciding with a Day of Paid Leave

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

ARTICLE 19

SEVERANCE PAY

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

Retirement

- 19.02 An employee who is entitled to a pension under the PSAC Pension Regulations shall, on retirement, be paid one week's pay at his current rate of pay for each completed period of continuous employment and, in the case of partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, in respect of which he has not previously been paid severance pay.

Resignation

- 19.03 An employee who resigns and who, at the time of resignation, has 18 years of continuous employment, shall be paid one week's pay at his current rate of pay for each completed year of continuous employment in respect of which he has not previously been paid severance pay.
- 19.04 An employee who resigns after five (5) or more years of continuous employment, and who does not qualify for severance pay under clause 19.02 or 19.03 shall be paid one-half of one week pay at his current rate of pay for each completed year of continuous employment in respect of which he has not previously been paid severance pay.

Termination for other reasons

- 19.05 An employee whose services are terminated involuntarily for any reason other than discipline, shall be paid one week's pay at his current rate of pay for each completed year of continuous employment in respect of which he has not previously been paid severance pay.

Death

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

ARTICLE 20

PAY AND CLASSIFICATION

- 20.01 Except under unusual circumstances, an employee shall be paid by cheque or, at the request of an employee, by direct deposit to the Financial Institution of the employee's choice, every two (2) weeks. To each pay cheque will be attached a stub indicating the employee's gross and net entitlement and details of all deductions.

- 20.02 Except as otherwise specified in the letter of offer, on appointment, an employee's salary rate will be the minimum of the salary range applicable to the classification level in which he is appointed. Unless the Employer takes action to withhold increments because of unsatisfactory performance of his duties, an employee shall be entitled to periodic increments in accordance with the applicable salary range until the maximum of such salary range is reached.
- 20.03 When an employee is promoted, he shall be entitled to that rate of pay in the salary range of the classification level to which he is promoted which provides an increase in an amount not less than the lowest annual increment provided for in the new salary range.
- 20.04 If an employee is promoted or transferred on a date which coincides with the date on which he would otherwise have received a salary increment in respect of his previous position, such salary increment, shall be deemed to have been duly authorized before determining the rate of pay applicable to him on promotion or transfer as the case may be.
- 20.05 The pay increment date for an employee appointed to a position shall be his anniversary date of the increment period for the position to which the employee was appointed.
- 20.06 The pay increment shall be as specified in Appendix "A". (Rates of Pay).
- 20.07 The classification system applicable to the Union of Taxation Employees shall be the PSAC Deloitte Touche Classification System.
- 20.08 Reimbursement of all retroactive pay, benefits, allowances and adjustments shall be made by the employer within forty-five (45) days of the date of signing of this collective agreement.
- 20.09 When an employee is required by the Employer to substantially perform for a temporary period of at least five (5) working days, the duties of a higher position than the one held by him, such employee shall be paid acting pay from the first day of such temporary period, calculated as if he had been appointed to the higher position. Designated paid holidays shall be counted as time worked for the purpose of determining the qualifying period of five (5) working days.
- 20.10 The Employer agrees to issue advance payment of estimated net salary for authorized periods of leave with pay of two (2) or more completed weeks, provided a written request for such advance payment is received from the employee before the employee's leave period commences. Such request must be made at least two (2) working days before the leave commences.

Providing the employee has been authorized to proceed on leave for the period concerned, pay in advance of going on leave shall be made prior to the commencement of leave. Any over-payment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

- 20.11 Upon notice from an employee, an employee who wishes to cash in overtime, vacation leave or other monies earned will be provided with an advance against these monies. The difference between the advance and the actual amount will be refunded/recovered on the next regular pay cheque.
- 20.12 Where a position is reclassified to a level having a higher maximum rate of pay or a higher point rating, the employee shall be paid from the effective date of such reclassification, at the rate of pay that is nearest to but not less than the rate of pay received by him/her for his/her substantive position on the day immediately prior to the effective date of the reclassification of the position.
- 20.13 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 on each annual anniversary of the effective date of the reclassification.
- 20.14 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 was in effect prior to the reclassification.
- 20.15 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" for as long as they remain in that position. Such employee shall continue to be paid in accordance with the former scale of rates applicable to his/her position prior to the effective date of the effective date of the reclassification of such position and shall be entitled to economic increases as negotiated by the Union for other employees at the same salary level.
- 20.16 Upon request by an employee, the employer shall deduct through payroll deductions and remit amounts allocated for Canada Savings Bonds and United Way donations.

ARTICLE 21

COMPENSATION FOR TRAVEL

- 21.01 When an employee is required by the Employer to travel outside his headquarters area, 233 Gilmour Street, Ottawa, Ontario and such travel is approved by the Employer, his method of travel shall be determined by the Employer and he shall be compensated in the following manner:

- (a) On a normal working day on which he travels but does not work, the employee shall receive his regular pay for the day;
- (b) On a normal working day on which he travels and works, the employee shall be paid:
 - i) his regular pay for the day for a combined period of travel and work not exceeding seven (7) hours,

and
 - ii) at the applicable overtime rate for additional travel time in excess of a seven (7) hour period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the employees' straight time rate;
- (c) On a day of rest or on a holiday, the employee shall be paid the applicable overtime rate provided the total payment for such travel time does not exceed twelve (12) hours at the employee's straight-time rate.
- (d) If an employee travels and works on a day of rest or on a holiday the employee shall be paid the applicable overtime rate for the hours worked and paid at the applicable overtime rate for travel time not to exceed (12) twelve hours at the employees' straight time rate.

21.02 When in accordance with 21.01 an employee is required to use his own vehicle the Employer will pay the applicable mileage rates in accordance with the Union of Taxation Employee's Regulations.

ARTICLE 22

STATEMENT OF DUTIES

22.01 Upon written request, an employee shall be entitled to a complete and current statement of his duties and responsibilities, within twenty-five (25) working days.

ARTICLE 23

NO STRIKE - NO LOCK-OUT

23.01 Should the employees decide to support a legal strike conducted by another bargaining unit of employees of the PSAC and/or its Components, by refusing to cross a legally established picket line, the employer agrees not to take any disciplinary action. In such cases, it is agreed that the Union member or members involved will lose all salary for the period of time of the withdrawal of services. The Employer may agree to pay benefits during this period.

ARTICLE 24

GRIEVANCE PROCEDURE

- 24.01 An employee who feels that he has been treated unjustly or considers himself aggrieved by any action or lack of action by the Employer is entitled to present a grievance in the manner prescribed as follows:
- (a) Level 1 - President-Union of Taxation Employees
- 24.02 An employee who wishes to present a grievance at a prescribed level in the grievance procedure, shall transmit this grievance to the first step in the procedure. The Employer will provide the employee with a receipt stating the date on which the grievance was received by him.
- 24.03 Where it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the date it is delivered to the appropriate office. Similarly, the Employer shall be deemed to have delivered a reply on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.
- 24.04 A grievance of an employee shall not be deemed to be invalid by reason only that it is not in accordance with the form supplied by the Employer.
- 24.05 An employee may be assisted and/or represented by the Union when presenting a grievance.
- 24.06 An employee may present a grievance to the First Level of the procedure not later than the twenty-fifth (25th) day after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to grievance.
- 24.07 The Employer shall normally reply to an employee's grievance, within thirty (30) days after the date the grievance was presented. Where such a decision or settlement is not satisfactory to the employee, he may refer the grievance to arbitration, within fifteen (15) days after the decision or settlement has been conveyed to him in writing.
- 24.08 If the Employer does not reply within thirty (30) days from the date that a grievance is presented, the employee may, within the next fifteen (15) days, refer the grievance to arbitration.
- 24.09 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.
- 24.10 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 An employee may abandon a grievance by written notice to the officer-in-charge.
- 24.12 An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless he was unable to comply with the prescribed time limits due to circumstances beyond his control.

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.

ARTICLE 26

WELFARE PLANS AND BENEFITS

- 26.01 Effective January 4, 1988, the Employer will pay one hundred percent (100%) of the Dental Plan and Optical Plan (equal to the plan in effect at date of signing of this agreement).
- 26.02 The Employer will pay one hundred percent (100%) of premium for the Income Protection Plan (equal to the plan in effect at date of signing of this agreement).
- 26.03 (a) The Employer will pay one hundred percent (100%) of Medical and Hospital Insurance Plan (OHIP) for employees residing in the Province of Ontario.
- (b) The Employer will pay one hundred percent (100%) of the premiums for the Extended Health Care Plan equal to the plan in effect at the date of signing of this agreement.
- 26.04 The Employer will pay to each employee residing in the Province of Quebec an amount equal to the premium payable by the Employer for Medical and Hospital Insurance Plan as if such employees would be residing in the Province of Ontario.
- 26.05 The Employer will pay one hundred percent (100%) of a life insurance plan equal to two (2) times the employee's annual salary to the higher thousand.

- 26.06 The terms and conditions of the PSAC Pension Plan shall apply to the employees with full indexation. Should the PSAC Pension Plan be discontinued or revised, no employee will be detrimentally affected and shall be guaranteed a pension plan which provides for the minimum of the benefits and terms of the PSAC Pension Plan on the day preceding the discontinuance or revision.
- 26.07 The Union shall be consulted on any proposed amendments or changes with respect to welfare plans and benefits. No employee shall be adversely affected by any amendments or changes to these plans, unless otherwise negotiated with the Union.
- 26.08 i) Notwithstanding Article 23.01, the Employer shall pay their portion of the premiums for the benefit plans as specified in this Article for each calendar month for which an employee has received pay for at least ten days.
- ii) The Employer shall also pay their contributions to the pension plan for a period not to exceed three months when an employee is on sick leave without pay.
- 26.09 Subject to the conditions in effect at the date of signing of this agreement, all employees in the bargaining unit are entitled to the benefit plans specified in this Article from the date they become eligible except that clause 26.06 (Pension Plan) shall apply to term employees after completion of six (6) months of continuous employment.
- 26.10 An employee who uses his car to travel to or from work, may, provided that space is available, apply to rent parking space either indoors or outdoors at the Alliance Building parking area.
- 26.11 Effective April 5, 1992 and subject to clause 26.10 the Employer shall pay one-hundred percent (100%) of the parking cost or the Employer shall pay one-hundred percent (100%) of the cost of a bus pass for employees who use public transportation to travel to and from work.
- 26.12 Where an improvement is offered by the PSAC to any of the existing Welfare Plans and Benefits contemplated under this article, the Employer shall agree to implement such improvements and further agrees to continue to pay its share as outlined in this article.

26.13 a) 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 December 31, 2006, an annual retirement allowance of \$1,500 for a maximum of 10 years, death of the employee or age 65, whichever comes first. This annual retirement allowance is to be held by the Employer and accounted for in a line item specified for this matter. The Employer will show annual accounting for each individual to whom this clause applies. 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 deposits and deposits made on their behalf, up to the amount deposited. However, all claims for expenses incurred must first be made to any Plan before being submitted for reimbursement to the Employer. Any unused amounts at the expiry of this Collective Agreement shall revert and be deposited into an AEU Unit V Trust Fund Health Care Account to be used at the sole discretion of the AEU for health care expenditures for members of Unit V.

b) Employees will pay an amount that will be applied to the cost of these retiree benefits and this amount will be paid through payroll deductions. Retirees will pay the active premium costs directly to the Employer.

c) Employee payroll deductions and Retiree premiums shall be the following amount until the expiry of this Collective Agreement. The employer shall assume no funding liability as a result of this retiree benefit.

Bands 1 – 7: \$17 per month

Bands 8 or greater: \$27 per month

d) It is understood that each party to this Collective Agreement will endeavor to have the AEU/PSAC Retiree Benefits Plan that is currently available to AEU Units I, II and X apply to AEU Unit V, by exerting pressure on their principals. If this Plan does become available to AEU Unit V, both parties agree to reopen the Collective Agreement to deal only with the enrollment and transfer to the AEU/PSAC Plan.

ARTICLE 27
**EDUCATION LEAVE WITHOUT PAY AND CAREER
DEVELOPMENT LEAVE WITH PAY**

Education Leave Without Pay

- 27.01 The Employer recognizes the usefulness of Education Leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill his 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.
- 27.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to one hundred percent (100%) of his annual rate of pay as provided for in Appendix "A" of this Agreement, depending on the degree to which the education leave is deemed by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- 27.03 Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified, when the leave is approved, whether such allowances are to be continued in whole or in part.
- 27.04 As a condition of the granting of education leave without pay an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee:
- (a) fails to complete the course;
 - (b) does not resume employment with the Employer on completion of the course;
- or
- (c) ceases to be employed before termination of the period he has undertaken to serve after completion of the course;

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

Career Development Leave With Pay

- 27.05 (a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
- i) a course given by the PSAC or CLC;
 - ii) a course offered by a recognized academic institution;
 - iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 27.05(a) above. The employee shall receive no compensation under Article 14 (Overtime) and Article 21 (Compensation For Travel) during time spent on career development leave provided for in this clause.
- (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.

Examination Leave With Pay

- 27.06 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. Such leave will only be granted where in the opinion of the Employer the course of study is directly related to the employee's duties or will improve his qualifications.

Reimbursement of Education and Training Expenses

- 27.07 (a) An employee who undertakes a course outside his normal hours of work shall be reimbursed in whole 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.
- (b) To be entitled to reimbursement, the employee must fulfill two conditions:
- (i) obtain the Employer's approval for the proposed training before it commences;
 - (ii) satisfactorily complete the training, including the passing of any final examination related to the course, or if there is no final examination, establish a satisfactory record of attendance with certification by the training or educational institute.

- (c) Reimbursement by the Employer shall be made within ten (10) days of satisfactory proof being given to the Employer, in accordance with 27.07 (b).

ARTICLE 28

BILINGUAL BONUS

- 28.01 The Employer agrees that a Bilingual Bonus of \$1,000. per year shall be payable to all employees who are required by the Employer to use both official languages for the performance of their duties.
- 28.02 The Bilingualism Bonus shall be considered as part of an employee's salary for the purpose of the following:
- PSAC Pension Plan
 - Canada or Quebec Pension Plan
 - PSAC Disability Insurance Plan
 - Workmen's Compensation
 - PSAC Group Life Insurance
 - Unemployment Insurance
- 28.03 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:
- Promotion
 - Overtime calculation
 - Severance Pay
 - Demotion
 - Payment on termination of employment of unused vacation leave on lay-off, resignation or retirement.

ARTICLE 29

LAY-OFF

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

ARTICLE 30

PROBATION FOR NEW EMPLOYEES

- 30.01 For employees in the Administrative Support Category probation will be for a period of six (6) months from the date of commencement of employment.
- 30.02 For all other employees probation will be for a period of twelve (12) months from the date of commencement of employment.

- 30.03 Notwithstanding the provisions of any article in this agreement the Employer may, at its discretion, waive or reduce the period of probation.

ARTICLE 31

CALL-BACK PAY

- 31.01 When an employee is recalled to a place of work for a specific duty, and such recall has not been scheduled in advance, he shall be paid the greater of:

(a) compensation equivalent to four (4) hours pay at his straight-time rate,

or

(b) compensation at the applicable overtime rate,

provided that the period of overtime worked by the employee is not contiguous to his scheduled working hours.

- 31.02 When an employee is recalled to work overtime under the conditions described in clause 31.01 and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

(a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his automobile when the employee travels by means of his own automobile,

(b) out-of-pocket expenses for other means of commercial transportation.

Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than his normal place of work, time spent by the employee reporting to work or returning to his residence shall not constitute time worked.

ARTICLE 32

DISCIPLINE AND SUSPENSION

- 32.01 (a) Except in cases of major misconduct, 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) his 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 his union representative, the latter with the employee's permission, shall, before the meeting, have access to this file.
 - (b) The employee has the right to refuse to participate or to continue to participate in any interview of a disciplinary nature unless he has received the notice provided for above.
- 32.02 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 his receiving beforehand or at the same time a written notice showing the grounds on which a disciplinary measure is imposed.
- 32.03 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a Representative of the Employer, the employees are entitled to have a union representative attend the meeting.
- 32.04 When employees are or are to be suspended from duty the Employer shall notify the employee in writing of the reason for such suspension. The Employer shall give such notification at the time suspension is, or is contemplated to be imposed by the Employer.
- 32.05 The Employer shall notify the Secretary of the union that such suspension has occurred or is to occur if the employee agrees.
- 32.06 Where the Employer violates any of the clauses contained in article 32, the disciplinary action shall be rendered null and void and the employer shall be prohibited from disciplining the employee for the same incident giving rise to the disciplinary action in question.

ARTICLE 33

SEXUAL AND PERSONAL HARASSMENT

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

Definition

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

Work Environment

- 33.03 For the purpose of Article 33, work environment also includes meetings, seminars, courses, etc. held outside of an employee's normal work location.

Confidentiality

- 33.04 Complaints and grievances under this article shall be handled with all possible confidentiality.

Contact

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

Grievance Procedure

- 33.06 The employee, employees or the union have the option of a one step grievance procedure. An independent person agreed upon by both parties will investigate the complaint(s) or grievance(s). If the parties are unable to agree as to the appointment of an investigator, a party may request under section 45 of the Ontario Labour Code that a mediator/arbitrator be appointed for the purpose of appointing an investigator. The investigation and report shall be handled with all possible confidentiality and dispatch and the report shall be given to the parties.

Arbitration Involved

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

ARTICLE 34

TECHNOLOGICAL CHANGE

- 34.01 Both parties recognize the overall advantages of technological change. Both parties will, therefore, encourage and promote technological change.
- 34.02 Technological Change' means the introduction of equipment different in nature, type or quantity from that previously utilized, a change related to the introduction of this equipment in the manner in which the Employer carries on his operations and any change in work methods and operations affecting one or more employees.
- 34.03 Adverse effects to be eliminated: In carrying out technological changes, the Employer agrees to make every reasonable effort to eliminate all adverse effects on employees and any denial of their contractual or legal rights which might result from such changes.
- 34.04 The Employer agrees to notify the union as far as possible in advance of his intention to make any major technological change. Such notice will be in writing at least three (3) months prior to any change being implemented which would result in changes in employment status or working conditions of employees as provided for in this agreement. Any retraining required as the result of technological change shall be the responsibility of the Employer.
- 34.05 The written notice provided for in clause 34.04 will provide the following information:
- (a) the nature and degree of the technological change;
 - (b) the date or dates on which the Employer proposes to effect the technological change;
 - (c) the location or locations involved;
 - (d) the approximate number and type of employees likely to be affected by the technological change;
 - (e) the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.
- 34.06 Where the Employer has notified the union of its intention of introducing a technological change, the parties undertake to meet and to hold constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from this change.

ARTICLE 35

UNION LABEL

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

ARTICLE 36

SAFETY AND HEALTH

36.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of its employees. The Employer will welcome suggestions and recommendations on the subject from the union, and the Employer agrees to consult meaningfully with a representative of the union. Such consultation shall take place at the request of either party with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

First-Aid Training

36.02 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.

Health and Safety Information

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

Injured Employees

36.04 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.

ARTICLE 37

ALLOWANCES

37.01 Unless otherwise expressly stipulated elsewhere in this collective agreement, meal allowances and/or per diems shall be the same as the amount provided for in the Union of Taxation Employees' Regulations.

ARTICLE 38

SELF-FUNDED LEAVE

Purpose

38.01 The purpose of this policy will afford employees the opportunity of taking a one (1) year leave of absence, and through deferral of salary, finance the leave.

Application

38.02 An employee must make written application to the Employer on or before January 1st of the year deferment is to commence to participate in the plan.

Approval

38.03 Requests to participate in the plan shall be approved on a first come first served basis for employees who occupy similar positions. The employer, however, may restrict the number of participants in the plan in any one year to one employee in the officer group and one in the administrative support group.

In accordance with Income Tax Regulations, a commitment is required from the employee to return to their regular employment for a period that is not less than that of the leave of absence granted. The self-funded leave cannot be used as a pre-retirement initiative.

Payment formula and leave absence

38.04 i) In each year of the Plan, proceeding the year of the leave, an employee will be paid a reduced percentage of applicable annual salary.

ii) The remaining percentage of the gross annual salary will be deducted in bi-weekly instalments commencing with the first pay cheque in January and will continue to be deducted for a period not to exceed 48 months.

iii) All deferred salary shall be forwarded to a bank, co-operative or financial institution of the employee's choice.

Any income from the trust/deposit for each year ending during that period of a deferral that has been earned for the benefit of the participant shall be paid in the year to the participant and shown on a T4 as income from employment. In lieu of payment of interest to the participant, the employee may instruct the employer to retain the income as recontributions by the employees to the plan.

iv) Employee contributions for Canada Pension Plan, Income Tax are to be deducted from the actual amount paid during the life of the plan. Unemployment Insurance premiums will be based on the employee's gross salary before deferrals during the period of deferral and no premiums will be withheld from the deferred amounts when paid to the employee during the leave period. During the period of leave a participant shall not receive any salary or wages from the employer except as noted in paragraph (v). Employee pension plan deductions during each year of the plan, including the year of leave, shall be made on the basis of what the salary would have been had the employee not entered the Plan.

In the year of leave, Income Tax, Canada Pension Plan contributions are to be made from the deferred salary plus accumulated interest. All other deductions shall be made as usual.

- v) In the year of the leave, the amount accumulated in the previous four years will be paid to the employee in equal bi-weekly instalments. The residual will continue to earn interest and any adjustment of accumulations will be paid on the twenty-sixth instalment.

Benefits

- 38.05 i) While an employee is enrolled in the Plan, and not on leave, any benefits tied to the salary level shall be structured according to the salary the employee would have received had she/he not been enrolled in the Plan.
- ii) An employee's benefits will be maintained during her/his leave. The employee will pay the employee and Employer's share of the benefit plans.
- iii) While on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received had she/he not been enrolled in the Plan.
- iv) The period of the leave shall not be counted for continuous service and leave shall not accrue during the period of leave.
- v) If the employee so chooses, she/he may elect the period of leave as pensionable service. If this option is exercised, she/he shall pay the Employer and employee shares of the premiums for the PSAC Pension Plan during the period of leave.

Withdrawal from the plan

- 38.06 i) An employee may withdraw from the Plan only in the case of financial or other hardship any time prior to April 30th of the calendar year in which the leave is to commence. Any exceptions to the aforesaid shall be at the sole discretion of the Employer. Repayment shall be pursuant to paragraphs ii, iii and iv.
- ii) An employee who withdraws from the Plan shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.
- iii) Should an employee die while participating in the Plan, any monies accumulated, plus interest accrued at time of death, shall be paid the employee's estate.

- iv) Any repayments shall be subject to the Income Tax Laws respecting lump sum payments.

Contract

- 38.07 i) All employees wishing to participate in the Plan shall be required to sign the approved contract before approval for participation is granted.
- ii) An employee who participates in this plan shall be committed to the year of leave specified. The period of deferral for an employee participating in the plan cannot extend beyond six years after the date on which deferrals for the leave of absence commences. The specified leave will be taken or the money will be returned as in item 6.

ARTICLE 39

MODIFICATION, TERM, RENEWAL OF AGREEMENT

Duration

- 39.01 This Collective Agreement shall expire on March 18, 2009
- 39.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on March 19, 2006.
- 39.03 The rates of pay and benefits outlined in Appendix "A" of this Collective Agreement will apply retroactively from the effective date of the revised Collective Agreement to all those individuals who have left the employment of the Employer prior to the signing of this Collective Agreement, except those employees terminated for disciplinary reasons or incompetence, provided that these former employees make application for the retroactive salary increase.

Agreement Re-opener Clause

- 39.04 (a) This Agreement may be amended by mutual consent.

ARTICLE 40

ASSIGNMENT OF BARGAINING UNIT WORK

- 40.01 Except in extreme or unusual circumstances, work normally performed by employees within the bargaining unit shall not be assigned to any person outside of the bargaining unit, except with the mutual agreement of the Employer and the bargaining agent.

ARTICLE 41

STRESS ALLOWANCE

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

ARTICLE 42

WORKING FROM HOME

- 42.01 An employee who wishes to work from home on an assigned task(s) shall request prior approval from the authorized representative of the employer. Such approval shall not be unreasonably withheld. The parties recognize that such requests shall not be recurring working conditions, unless there are extenuating circumstances.

ARTICLE 43

ATTENDANCE AT PRESIDENTS' CONFERENCE AND CONVENTIONS

- 43.01 a) Upon request by a Labour Relations Officer, he/she shall be authorized to attend the UTE Presidents' Conference sessions and all expenses, pay and benefits shall be paid in accordance with the Collective Agreement and the By-Laws and Regulations of UTE.
- b) Upon request by a Labour Relations Officer and based on seniority in the bargaining unit a minimum of three (3) Labour Relations Officers shall be authorized to attend the Triennial Convention sessions of UTE and all expenses, pay and benefits shall be paid in accordance with the Collective Agreement and the By-Laws and Regulations of UTE.

ARTICLE 44

STAFFING

- 44.01 For purposes of this article, seniority is defined as length of service, whether continuous or discontinuous, in the bargaining unit.
- 44.02 All vacant or new positions within the bargaining unit shall be staffed as described pursuant to this article.
- 44.03 The employer shall determine the method of assessment and qualifications required for all positions within the organization.
- 44.04 All positions within the bargaining unit shall first be staffed from qualified applicants within the bargaining unit. Should there be no qualified applicants from within the bargaining unit, the order of priority for staffing will be as follows:
- a) Members of the Alliance Employees' Union
 - b) Members of the Union of Taxation Employees;
 - c) General Public.

- 44.05 Should more than one employee in the bargaining unit equally meet the requirements of paragraph 44.04 above, then the selection process shall be made on the basis of seniority.
- 44.06 Upon written request by an employee and subject to operational requirements, the employer may grant leave without pay to an employee to accept an acting appointment, secondment or term position with the PSAC or another Component. Upon termination of said appointment(s), the employee shall be returned to his/her former position within UTE.

ARTICLE 45

Pre-retirement training

- 45.00 Leave with pay once in an employee's career shall be granted to the employees to attend a retirement seminar/course of a maximum of three (3) days sponsored by the Retirement Planning Institute. The dates and times of such training will be mutually agreed by AEU and UTE. Notwithstanding the foregoing, the first such training will take place no later than one year of the signing of the collective agreement.

A - Effective March 19, 2006 - 3.0%
 B - Effective March 19, 2007 - 2.75%
 C - Effective March 19, 2008 - 2.5%

BAND 1	A	27,880	28,715	29,576	30,463	31,378
	B	28,647	29,505	30,389	31,301	32,241
	C	29,363	30,243	31,149	32,084	33,047
BAND 2	A	31,594	32,542	33,519	34,524	35,558
	B	32,463	33,437	34,441	35,473	36,536
	C	33,275	34,273	35,302	36,360	37,449
BAND 3	A	35,307	36,366	37,457	38,582	39,737
	B	36,278	37,366	38,487	39,643	40,830
	C	37,185	38,300	39,449	40,634	41,851
BAND 4	A	39,022	40,193	41,399	42,641	43,919
	B	40,095	41,298	42,537	43,814	45,127
	C	41,097	42,330	43,600	44,909	46,255
BAND 5	A	44,221	45,549	46,914	48,322	49,772
	B	45,437	46,802	48,204	49,651	51,141
	C	46,573	47,972	49,409	50,892	52,420
BAND 6	A	49,424	50,904	52,431	54,006	55,626
	B	50,783	52,304	53,873	55,491	57,156
	C	52,053	53,612	55,220	56,878	58,585
BAND 7	A	54,622	56,261	57,950	59,687	61,479
	B	56,124	57,808	59,544	61,328	63,170
	C	57,527	59,253	61,033	62,861	64,749
BAND 8	A	59,822	61,616	63,467	65,370	67,331
	B	61,467	63,310	65,212	67,168	69,183
	C	63,004	64,893	66,842	68,847	70,913
BAND 9	A	65,024	66,975	68,983	71,054	73,184
	B	66,812	68,817	70,880	73,008	75,197
	C	68,482	70,537	72,652	74,833	77,077
BAND 10	A	70,223	72,330	74,498	76,734	79,036
	B	72,154	74,319	76,547	78,844	81,209
	C	73,958	76,177	78,461	80,815	83,239

A - Effective March 19, 2006 - 3.0%
 B - Effective March 19, 2007 - 2.75%
 C - Effective March 19, 2008 - 2.5%

BAND 11	A	76,908	79,216	81,592	84,039	86,560
	B	79,023	81,394	83,836	86,350	88,940
	C	80,999	83,429	85,932	88,509	91,164
BAND 12	A	83,595	86,101	88,684	91,347	94,087
	B	85,894	88,469	91,123	93,859	96,674
	C	88,041	90,681	93,401	96,205	99,091
BAND 13	A	90,281	92,987	95,778	98,651	101,611
	B	92,764	95,544	98,412	101,364	104,405
	C	95,083	97,933	100,872	103,898	107,015
BAND 14	A	96,966	99,875	102,871	105,958	109,137
	B	99,633	102,622	105,700	108,872	112,138
	C	102,124	105,188	108,343	111,594	114,941
BAND 15	A	103,652	106,762	109,965	113,264	116,664
	B	106,502	109,698	112,989	116,379	119,872
	C	109,165	112,440	115,814	119,288	122,869

For the purpose of rates of pay, increments are on an annual basis in accordance with Article 20

APPENDIX "A"

- A – Effective March 19, 2006 - 3%
- B – Effective March 19, 2007 – 2.75%
- C – Effective March 19, 2008 - 2.5%

BAND 6

Administrative Support -

A:	49,424	50,904	52,431	54,006	55,626
B:	50,783	52,304	53,873	55,491	57,156
C:	52,053	53,612	55,220	56,878	58,585

BAND 7:

Assistant Finance Administration Officer

A:	54,622	56,261	57,950	59,687	61,479
B:	56,124	57,808	59,544	61,328	63,170
C:	57,527	59,253	61,033	62,861	64,749

BAND 8

Finance Administration Officer Web/Communications Officer Information Systems Officer

A:	59,822	61,616	63,467	65,370	67,331
B:	61,467	63,310	65,212	67,168	69,183
C:	63,004	64,893	66,842	68,847	70,913

Labour Relations Officer I (to be classified)

BAND 11:

Labour Relations Officer II

A:	76,908	79,216	81,592	84,039	86,560
B:	79,023	81,394	83,836	86,350	88,940
C:	80,999	83,429	85,932	88,509	91,164

APPENDIX "B"

LEVEL STRUCTURE FOR THE PSAC DELOITTE TOUCHE CLASSIFICATION PLAN

<u>LEVEL</u>	<u>POINT RATING</u>
1	up to 300
2	301 to 350 (50)
3	351 to 400 (50)
4	401 to 450 (50)
5	451 to 520 (70)
6	521 to 590 (70)
7	591 to 660 (70)
8	661 to 730 (70)
9	731 to 800 (70)
10	801 to 870 (70)
11	871 to 960 (90)
12	961 to 1050 (90)
13	1051 to 1140
14	1141 to 1230
15	1231 to 1320

SIGNED AT OTTAWA, this 20th day of the month of December 2006.

UNION OF
TAXATION
EMPLOYEES

ALLIANCE
EMPLOYEES'
UNION

Betty Bannon

Lucette Charron

Bob Campbell

Susan Duncan

Shane O'Brien

Carmen Armstrong