

AGREEMENT BETWEEN

THE UNION OF SOLICITOR GENERAL EMPLOYEES

AND

THE ALLIANCE EMPLOYEES' UNION (UNIT IV)

EXPIRY DATE: APRIL 30, 2012



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GENERAL PROVISIONS

ARTICLE 1

PURPOSE OF AGREEMENT

- 1.1 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Union of Solicitor General Employees - P.S.A.C., the employees and the Union, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.2 The parties to this agreement share a desire to improve the quality of service to the members of the Public Service Alliance of Canada - Union of Solicitor General Employees, a Component of P.S.A.C. and to promote the well-being and increased efficiency of its employees to the end that the membership of the Public Service Alliance of Canada - Union of Solicitor General employees will be efficiently served. Accordingly, they are determined to establish, within the framework provided by the laws, an effective working relationship at all levels of the Public Service Alliance - U.S.G.E. in which members of the bargaining unit are employed.

ARTICLE 2

DEFINITIONS

- 2.1 For the purpose of this Agreement:
- a) **"bargaining unit"** means the employees of the employer in the Group described in Article 5 (Recognition).
 - b) a **"common-law spouse"** relationship exists when, for a continuous period of at least one year, an employee has lived with a person,

publicly represented that person to be his/her spouse and continues to live with that person as if that person were his/her 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/her on the day immediately prior to the day on which leave is taken.
- d) **"continuous employment"** means
- i) **for the sole purpose of** Article 39 (Vacation Leave With Pay), an unbroken period of employment with the Union of Solicitor General Employees, the Alliance and its Component(s) and its predecessor organizations and includes service with any departments/agencies under the jurisdiction of the Union of Solicitor General Employees. 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 Solicitor General Employees, the Alliance and its Component(s) or its predecessor organizations and any departments/agencies under the jurisdiction of the Union of Solicitor General Employees. (This definition in no way implies any entitlement to pay or other compensation from the Union of Solicitor General Employees during the hiatus between two separate periods of employment).
 - ii) **for the sole purpose of** Article 46 (Severance Pay) an unbroken period of employment with the Union of Solicitor General Employees, the Alliance and its Component(s) and its predecessor organizations. 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 Solicitor General Employees, the Alliance and its Component(s) or its predecessor organizations. (This definition in no way implies any entitlement to pay or other compensation from the Union of Solicitor General Employees during the hiatus between two 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"** means Saturday and/or Sunday.
- g) **"employee"** means a person who is a member of the bargaining unit.
- h) **"employer"** means the Union of Solicitor General Employees (USGE) and includes any person authorized to exercise the authority of the employer.
- 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/her 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 premiums or special levy.
- m) **"Officers"** of the USGE means all positions reporting to the Senior Labour Relations Officer classified at Level 10 and above.
- n) **"term employee"** means a person who is employed by the Union of Solicitor General Employees 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 Union of Solicitor General Employees when the specified period of time is terminated unless the specified period of time is extended by another specified period of time. Such an employee who has been hired for a period of 90 days or less will not be covered by this agreement.
- o) **"Union"** means the Alliance Employees' Union.
- p) **"weekly rate of pay"** means an employee's annual rate of pay divided by 52.17.

ARTICLE 3

APPLICATION

- 3.1 The provisions of this Agreement apply to the Alliance Employees' Union, employees and the employer.
- 3.2 Both the English and French texts of this Agreement are official.
- 3.3 English to be the version for interpretation by any third party.
- 3.4 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

MANAGEMENT RIGHTS

- 4.1 All the functions, rights, powers and authority which the employer has not abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the employer.
- 4.2 The employer shall have the right to suspend, discharge or otherwise discipline any employee for just cause.

UNION SECURITY AND LABOUR RELATIONS MATTERS

ARTICLE 5

RECOGNITION

- 5.1 The employer recognizes the Alliance Employees' Union as the exclusive bargaining agent for all its employees as certified by the Ontario Labour Relations Board (dated October 20, 1981) employed in the National Office of the Union of Solicitor General Employees, save and except the Operations Manager and the Senior Labour Relations Officer.

ARTICLE 6

APPOINTMENT OF REPRESENTATIVES

- 6.1 The employer acknowledges the right of the Union to appoint employees as representatives of the Union.
- 6.2 The Union agrees to limit the appointment of Shop Stewards to two (2).
- 6.3 The Union shall notify the employer, in writing, of the name of the representatives.
- 6.4 Representatives shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable the representative shall report back to his/her supervisor before resuming his/ her normal duties.
- 6.5 The Union agrees to limit the appointment of two (2) employees as representatives on negotiating teams.

ARTICLE 7

USE OF EMPLOYER FACILITIES

- 7.1 Reasonable space on bulletin boards will be made available to the Union for posting of official union notices in convenient locations as determined by the employer. Notices or other material shall require the prior approval of the employer, except notices of meetings of their members and elections, the name of Union representatives and social and recreational events.
- 7.2 The Unit IV AEU Stewards will be allotted reasonable time and the required space to send email messages to AEU Unit IV membership relating to all AEU union business.
- 7.3 Employees shall be allowed to use USGE premises to conduct union business.

ARTICLE 8

UNION SECURITY

- 8.1 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.

ARTICLE 9

RETENTION OF RIGHTS AND PRIVILEGES

- 9.1 Should the employer merge, amalgamate or combine any of its operations or functions with another organization during the term of this Agreement,

the employer, through whatever merger agreement involved, agrees that all benefits and conditions of employment held by the employees shall be integrated and shall not be adversely affected.

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

ARTICLE 10

INFORMATION TO THE UNION

- 10.1 The employer will forward to the Treasurer of the Union the name of all newly-hired employees who will be included in the bargaining unit at the time of commencement of employment with the employer. The employer further agrees to inform the Union of the name of any employee in the bargaining unit leaving the employ of the employer.

ARTICLE 11

INFORMATION TO EMPLOYEES

- 11.1 Upon request the employer shall allow an employee to view his/her personal file under supervision twice (2) a year.
- 11.2 The employer will provide each employee, annually, with a statement of his/her leave credits.
- 11.3 The employer shall provide each employee in the bargaining unit with a copy of this Collective Agreement.

ARTICLE 12

CONTRACTING OUT

- 12.1 The employer agrees to the principle that no bargaining unit work shall be contracted out. The parties agree, however, that there are circumstances outside the control of the employer, which may cause bargaining unit work to be contracted out. In those circumstances, the employer agrees to consult with the representative of the bargaining unit.

ARTICLE 13

NO STRIKE - NO LOCK-OUT

- 13.1 During the term of this Agreement, the Union shall not declare or authorize a strike of any of the employees and the employer shall not cause the employees to be locked out.
- 13.2 Employees shall have the right to refrain from crossing legal picket lines.
- 13.3 An employee who exercises his/her right under Clause 13.2 shall be subject to the limitations of clauses 25.7, 38.1, 39.1, 50.4 and Article 57.

ARTICLE 14

HUMAN RIGHTS

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

ARTICLE 15

SEXUAL OR PERSONAL HARASSMENT

- 15.1 The Union and the employer recognize the right of employees to work in an environment free from sexual and personal harassment. The employer undertakes to discipline any employee engaging in the sexual or personal harassment of any employee. In the event that an employer's representative(s) have been found to have engaged in sexual or personal harassment of any employee, the matter will be referred to the National Executive for discipline.
- 15.2 Definitions:
- a)
 - i) sexual harassment shall be defined as, but not limited to, any incident or series of incidents related to sexuality that may be verbal, physical, deliberate, unsolicited or unwelcomed.
 - ii) personal harassment shall be defined as any behaviour that is directed at an employee and is offensive to that employee and/or undermines their job performance. Job counselling shall not be considered as personal harassment.
 - b) for the purpose of this article, work environment shall also include meetings, seminars, conferences, courses, etc held outside the employee's normal work location.
 - c) complaints and/or grievances under this article shall be handled with all possible confidentiality.
 - d) the employer may consider a request by either the complainant or the accused to no longer be in contact with the other party during the term of the investigation. In the event the employer agrees with such a request, the employer will make every reasonable effort to accommodate such a request.
 - e) the resolution of a complaint concerning harassment shall be through the appointment of an independent person mutually agreed upon by the complainant and the employer's representative. Investigations and written reports are to be completed as quickly as possible and in no case shall such investigation and report completion exceed 30 calendar days from the date of the appointment of the investigator. The cost of the investigator shall be borne by the employer.

- f) should the parties be unable to agree upon the selection of the investigator, the matter will be referred to the Ontario Labour Relations Board seeking an appointment of an investigator.
- g) if the grievance is not dealt with to the satisfaction of the complainant, the matter may be referred to arbitration in accordance with the grievance procedure set out in this collective agreement.

ARTICLE 16

GRIEVANCE PROCEDURE

- 16.1 A grievance is any written complaint made by the Union, an employee or group of employees concerning pay, working conditions, terms of employment, disciplinary actions, release for incompetence or incapacity or the application or interpretation of this Agreement.
- 16.2 Before submitting a grievance, an employee is encouraged to discuss the matter with his/her supervisor. An employee may, if he/she so desires, be assisted or represented by the Union during such discussions.
- 16.3 An employee may be represented by the Union at each step of the grievance procedure.

Step 1:

An employee, other than an Officer, may submit a grievance to the Operations Manager at the first level.

An Officer may submit a grievance to the Senior Labour Relations Officer at the first level.

Step 2:

If the response from the first level does not deal with the grievance to the employee's satisfaction, the employee or the Union may submit the grievance to the National President of USGE.

Step 3:

If the National President does not deal with the grievance to the employee's satisfaction, the Union may submit the grievance to an arbitrator mutually acceptable to the Union and the employer.

- 16.4 The decision of the arbitrator shall be final and binding on both the employer and Union. The arbitrator shall have the authority to modify or amend any penalty.
- 16.5 The employer shall, on request, grant time off with pay to the grievor, his /her representatives and any employee called as a witness to attend meetings or proceedings between the employer and the Union at any step of the grievance procedure, but such time off shall not include time spent by the grievor, his/her representative or any member of the Union for the purposes of case preparation.
- 16.6 A grievance must be presented to the first step within twenty-five (25) working days of the employee becoming aware of the circumstances giving rise to the grievance.
- 16.7 A written reply will normally be given by the employer to the grievor and his/her representative at each step of the grievance procedure within ten (10) working days of its receipt.
- 16.8 If the employer's reply is not satisfactory to the employee or failing reply at any step, the employee or the Union has ten (10) working days from the expiry of the time limits in clause 16.7 in which to submit the grievance to the next step.
- 16.9 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.
- 16.10 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the final level, may be eliminated by agreement of the employer and the employee, and, where applicable, the Union.
- 16.11 When an employee is awarded a disciplinary action resulting in suspension and/or discharge or when an employee is released for incompetence or incapacity, except during his initial probationary period, the grievance

procedure set forth in this Agreement shall apply except that the grievance may be presented at the second step should both parties agree.

- 16.12 If a grievance is referred to an arbitrator pursuant to Clause 16.3 (Step 3) the employer will pay the arbitrator and if the grievance:
- a) is sustained, no portion of any expense involved shall be recovered by the employer from the Union and/or the employee;
 - b) is not sustained, the employer may require the Union and/or the employee to pay not more than one-half of the total cost of the arbitrator.
- 16.13 Except in the case of discipline or release for incapacity or incompetence, a grievance must be authorized by the Union to be presented at each level of the grievance procedure.

ARTICLE 17

JOINT CONSULTATION

- 17.1 The parties acknowledge the mutual benefits derived from joint consultation and are prepared to enter into discussions to develop appropriate machinery to provide joint consultation on matters of common interest.
- 17.2 A Union-employer Committee will be established to consult on matters of concern to both parties. The Committee will not exceed four members and will equally represent the Union and the employer. Either party may provide subjects for the agenda of any proposed meeting. Meetings will be scheduled at times convenient to both parties. Each party shall be responsible for the expenses incurred by their representatives, except that the employer agrees to allow reasonable leave with pay for such meetings.
- 17.3 Whenever possible, the employer shall consult meaningfully with representatives of the Union at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

ARTICLE 18

DISCIPLINE

18.1 Just Cause

No disciplinary measure in the form of a notice of discipline, suspension, discharge or in any other form shall be imposed on an employee without just, reasonable and sufficient cause and without his/her having received beforehand, or at the same time, written notice showing the grounds on which the disciplinary measure is imposed.

18.2 Personnel File

The employer agrees that there shall be only one personnel file for each employee and that no report relating to the employee's conduct or performance may be used against him/her in the grievance procedure or at arbitration unless such report is a part of that file.

18.3 Duration of Material on File

Any document or written statement related to a disciplinary action, which may have been placed on the personnel file of any employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

ARTICLE 19

COOLING OFF PERIOD

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

ARTICLE 20

HEALTH AND SAFETY

- 20.1 The employer shall make all reasonable provisions of safety and health of employees during working hours, and the Union may bring to the attention of the employer any suggested improvements regarding working conditions.

ARTICLE 21

TECHNOLOGICAL CHANGE

- 21.1 The employer recognizes that the introduction of electronic data processing equipment, computer equipment or automated machines should be accomplished with due regard for the employees. In the event such changes affect existing staff, the employer shall consult with the Union with a view to absorbing the staff in other positions and if retraining programs are feasible, qualified staff will be given first priority.

WORKING CONDITIONS

ARTICLE 22

HOURS OF WORK

22.1 General

- 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, between the hours of 8:00 a.m. to 6:00 p.m. exclusive of a half-hour lunch period between 12:00 noon to 1:00 p.m.
- b) where operational requirements permit, the employer shall allow the practice of flexible or staggered daily hours of work. The scheduling of flexible hours will be determined by consultation between the employee(s) concerned and the employer.
- c) except where operational requirements do not permit, the employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.

22.2 Variable Hours of Work

The following terms and conditions apply to employees working variable hours of work:

- a) notwithstanding the provisions of Clause 22.1 a), upon request of an employee, the employer will agree that an employee may complete their bi-weekly hours of employment (70) over a nine day period.
- b) the work day shall begin at 8:00 a.m. and terminate at 4:16 p.m. with a half hour lunch break between 12 noon to 1:00 p.m.
- c) the scheduled day off as a result of working the variable hours of work will be determined in consultation with the employee; however,

operational requirements as determined by the employer will be the determining factor.

- d) employees working variable hours of work will not be required to make up time as a result of the use of vacation leave, sick leave or as a result of the use of compensatory leave. Instead, the parties agree that leave will be converted to hours and deducted from the leave account of the employee concerned.
- e) it is agreed that after giving 5 days notice, the employee shall have the right to revert back to the ten day fortnight outlined in clause 22.1 a).

ARTICLE 23

OVERTIME

23.1 In this article:

- a) **"overtime"** means:
 - i) in the case of an employee who is not included in the Officer group, authorized work performed in excess of his/her scheduled hours of work;
 - ii) in the case of an employee who is included in the Officer group, authorized work performed on a day of rest.
- b) **"straight-time rate"** means the hourly rate of pay;
- c) **"time and one-half"** means one and one-half times the straight-time rate;
- d) **"double time"** means twice (2) the straight-time rate.

23.2 **Overtime compensation for an employee who is not included in the Officer group**

Subject to clause 23.2 e)

- a) an employee not included in the Officer, group who is required to work overtime on his/her scheduled work day is entitled to compensation at the rate of one and one-half times (1 1/2) for all overtime hours worked.
- b) an employee not included in the Officer group who is required to work on Saturday is entitled to compensation at time and one-half (1 1/2) for the first seven (7) hours and double (2) time thereafter.
- c) an employee not included in the Officer group who is required to work overtime on Sunday is entitled to compensation at double (2) time for all hours worked by him/her.
- d) when an employee not included in the Officer group is required to report for work and reports on a day of rest, he/she shall be paid the greater of:
 - i) compensation at the applicable overtime rate;
 - or**
 - ii) a minimum of four (4) hours pay at the straight-time rate.
- e) an employee is entitled to overtime compensation under clauses 23.1 (a), (b), (c) & (d) for each completed fifteen (15) minute period of overtime worked by him/her.
 - i) when the overtime work is authorized in advance by the employer;
 - and**
 - ii) when the employee does not control the duration of the overtime work.

23.3 Overtime compensation for an employee who is included in the Officer group

Subject to clause 23.3 b),

- a) an employee included in the Officer group who is required to work overtime on a day of rest shall be entitled to be compensated three and one-half (3 1/2) hours when the overtime worked does not exceed three and one-half (3 1/2) hours and shall be entitled to be compensated seven (7) hours when the overtime worked is in excess of three and one-half (3 1/2) hours.

b) an employee included in the Officer group shall be compensated for overtime worked by him/her on a day of rest at the following rates:

- i) for overtime performed on Saturday - at time and one-half (1 1/2);
- ii) for overtime performed on Sunday - at double (2) time.

23.4 Overtime compensation (applicable to all employees)

a) general

- i) overtime shall be compensated in cash except where, upon request of an employee and with the approval of the employer, overtime may be compensated in equivalent leave with pay at times convenient to both the employee and the employer. Approval of such request shall not be unreasonably denied.
- ii) in the event operational requirements preclude an employee taking compensatory leave during the year in which it was earned, a maximum of 15 day compensatory leave credits may be carried over into the succeeding year. Compensatory leave credits in excess of 15 days shall be liquidated by means of an equivalent cash payment and will be based on the employee's regular salary rate at the time the overtime was worked.
- iii) employees shall record starting and finishing times of overtime work in a form determined by the employer.

b) meals

- i) an employee who is required to work three (3) or more hours following his/her scheduled hours of work, shall be reimbursed his expenses for one meal at the amount specified in USGE Regulation 8. Reasonable time to be determined by the employer shall be allowed the employee in order that he/she may take a meal break.
- ii) an employee who works overtime on a day of rest, or on a designated paid holiday and such overtime work includes a meal period, shall be reimbursed his/her expenses for meals at the amount specified in USGE Regulation 8 when the employee returns to work for at least two (2) hours after the meal break.

- iii) clause 23.4 b) does not apply when free meals are provided to employees.

23.5 Assignment of Overtime

Except in cases of emergency, call-back or by mutual agreement with an employee, the employer shall, whenever possible, give at least twenty-four (24) hours, advance notice of any overtime requirement.

ARTICLE 24

CALL BACK AND REPORTING PAY

- 24.1 When an employee is recalled to his/her place of work after having completed his/her normal hours of work and having left his/her place of work; or

When an employee is required to report and reports to work on a day of rest or on a designated paid holiday he/she shall be paid the greater of:

- a) compensation at the applicable overtime rate for all hours worked; or
 - b) a minimum of four (4) hours' pay at the straight-time rate provided that the period of overtime worked by the employee is not contiguous to the employee's normal hours of work.
- 24.2 When an employee, who is recalled to his/her place of work or reports to work on a day of rest or on a designated paid holiday in accordance with clause 24.1 is required to use transportation other than that provided by normal public transportation services, he/she shall be paid:
- a) mileage allowance at the rate normally paid to an employee when authorized by the employer to use his/her automobile when the employee travels by means of his/her own automobile; or
 - b) out-of-pocket expenses for other means of commercial transportation provided that the employee submits a receipt for reimbursement.

- 24.3 Time spent by the employee reporting to work or returning to his/her residence shall not constitute time worked.
- 24.4 Clauses 24.1 & 24.2 do not apply to an employee who is required, before the termination of the working day or at any previous time, to report and reports to work on a normal working day outside of his/her hours of work. Such employee shall be paid the greater of:
- a) compensation at the applicable overtime rate for all hours worked; or
 - b) a minimum of two (2) hours' pay at the straight-time rate provided that the period of overtime worked by the employee is not contiguous to the employee's normal hours of work.

ARTICLE 25

DESIGNATED PAID HOLIDAYS

- 25.1 The following days shall be designated paid holidays for all employees:
- a) New Year's Day;
 - b) January 2;
 - c) Good Friday;
 - d) Easter Monday;
 - e) the day fixed by proclamation of the Governor-in-Council for celebration of the Sovereign's Birthday;
 - f) Canada Day;
 - g) First Monday of August;
 - h) Labour Day;
 - i) the day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving;
 - j) Remembrance Day;
 - k) Christmas Day;
 - l) Boxing Day;
 - m) any day proclaimed by the Governor-in-Council as a holiday shall be included as a designated paid holiday for purposes of this Agreement;
 - n) Heritage Day to be celebrated as floating holiday and to be taken between February 1st and March 31st of each year. This day shall be scheduled in a manner similar to annual leave as described in Article 39. Should a day be proclaimed under (m), and should such a day be

celebrated in February or March, the floating Heritage Day shall cease to exist.

- 25.2 When a day designated as a holiday under clause 25.1 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his/her day of rest.
- 25.3 Subject to the provisions of clause 23.2, when an employee not included in the Officer group is required by the employer to work on a designated paid holiday, he/she shall be paid time and one-half (1 1/2) for the first seven (7) hours and double (2) time thereafter in addition to the regular pay for that day.
- 25.4 Subject to the provisions of clause 23.3 a), when an employee included in the Officer group is required by the employer to work on a designated paid holiday, he/she shall be paid time and one-half (1 1/2) in addition to the regular pay for that day.
- 25.5 Work on a holiday shall be compensated in cash except where, upon request of an employee and with the approval of the employer, time worked on a holiday may be compensated in equivalent leave with pay at times convenient to both the employee and the employer. Approval of such request shall not be unreasonably denied.
- 25.6 The accumulation of equivalent leave with pay in lieu of cash will be conditional to the provisions of clause 23.4 a) ii) and any time accumulated will form part of the compensatory leave named in article 23.
- 25.7 An employee absent on leave without pay on both his/her full working day immediately preceding and his/her full working day following a designated paid holiday is not entitled to pay for the holiday.

LEAVE PROVISIONS

ARTICLE 26

BEREAVEMENT LEAVE WITH PAY

- 26.1 For the purpose of this clause, immediate family is defined as father, mother, (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse, (including common-law spouse resident with the employee), child, (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, grand-parent, grand-child, son-in-law, daughter-in-law, brother-in-law, sister-in-law and other relative permanently residing in the employee's household or with whom the employee permanently resides.
- 26.2 When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) consecutive calendar days which must include the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- 26.3 If, during a period of compensatory leave, an employee is bereaved in circumstances under which he/she would have been eligible for bereavement leave with pay under clauses 26.1 or 26.2, he/she shall be granted bereavement leave with pay and his/her compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- 26.4 An employee may request special consideration based on other circumstances than those outlined in this article. The employer may, based on those circumstances, grant leave with or without pay notwithstanding the other clauses of this Article.

ARTICLE 27

CAREER DEVELOPMENT LEAVE AND PERSONAL SELECTION LEAVE

- 27.1 Upon written request by an employee, and subject to operational requirements, the employer may grant to an employee leave without pay for such time as the employer deems reasonable for employees who have been selected for acting/term positions within the Alliance and/or one of its Components, where, in the opinion of the employer such term or acting position is related to or could enhance the employee's current duties or will improve his or her qualifications. Such leave shall not be unreasonably denied.
- 27.2 Where an employee participates in a personnel selection process for a position in the Public Service Alliance of Canada or one of its Components, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the employer considers reasonable for the employee to travel to and from the place where his or her presence is so required. For greater certainty, leave granted under this Article shall not exceed two (2) days.
- 27.3 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 or her career development and to the organization in achieving its goal. The following activities shall be deemed to be part of career development:
- i) a course given by the employer;
 - ii) a course offered by a recognized academic institution;
 - iii) a seminar, convention or study session in a specialized field directly related to the employee's work;
 - iv) a course, symposium, workshop or other such event offered by the PSAC, a Labour Council, a provincial Federation of labour or by the Canadian Labour Congress;

- 27.4 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 above.
- 27.5 Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them, which the employer may deem appropriate.

ARTICLE 28

COMMITAL LEAVE WITH PAY

- 28.1 After completion of one year's continuous employment with the Union of Solicitor General Employees - PSAC, an employee who gives the employer at least five (5) days' notice, shall be granted special leave with pay, but not more than five (5) days, for the purpose of a committal ceremony.
- 28.2 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 committal 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.

ARTICLE 29

COURT LEAVE WITH PAY

- 29.1 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 in any case in which he/she is not a principal 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 Committee of the Senate or House of Commons, otherwise than in the performance of the duties of his/her position;
- iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
- v) before an arbitrator or umpire or a person or a body of persons authorized by law to make an enquiry and to compel the attendance of witnesses before it.

ARTICLE 30

DEFERRED LEAVE

- 30.1 The parties hereby agree that the employer may grant leave without pay for a period of up to one (1) year to each employee who has completed five (5) years of continuous employment within the bargaining unit. Furthermore, the employer may grant further periods of leave without pay of up to one (1) year after an employee has completed each additional four (4) years of continuous employment within the bargaining unit.

The terms and conditions governing this leave shall be as follows:

- a) the employer shall not be required to grant such leave during the same period of time to more than one (1) employee employed in the Officer group and one (1) employee in the Administrative staff group. If more than one (1) employee employed in the same group submits a request for such leave which covers all or part of the same period of time, seniority shall be the determining factor in the granting of such leave.
- b) leave granted under this article which is for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and

vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

- c) during any period of leave granted under this article, the employee shall pay the full premium (100%) for the benefit plans specified under the provisions of Article 57 of this collective agreement. If the employee so chooses, he/she may pay the employer and the employee shares of the premiums for the PSAC Pension Plan during such periods of leave.
- d) an employee who is granted leave under this article shall have the right to return to his/her former position upon the termination of such leave.
- e) this leave shall not be used in conjunction with any other leave without pay.

The regulations governing the Deferred Payment Plan are found in "Appendix B"

ARTICLE 31

HOLIDAY SEASON LEAVE

- 31.1 Employees not designated as essential by the employer shall be granted leave with pay for regular working days falling in the period between December 26th and January 1st.
- 31.2 Employees designated as essential by the employer and who are required to work the regular working days between December 26th and January 1st, shall be subject to the overtime provisions of Article 23.
- 31.3 Employees designated as essential by the employer and who work the regular working days between December 26th and January 1st, shall be credited with one (1) day vacation leave for each day worked during this period.
- 31.4 Except for unforeseen circumstances, employees will be advised by December 1st if they are designated essential and will be required to work during this period.
- 31.5 For greater certainty, only designated employees may work during this period.
- 31.6 With the adoption of the above, the informal practice of taking ½ day off without leave being taken on December 24th shall be discontinued. For greater clarity, leave shall be granted on December 24th subject to the usual conditions, including the submission of leave forms.

ARTICLE 32

INJURY-ON-DUTY LEAVE WITH PAY

- 32.1 An employee shall be granted injury-on-duty leave with pay for such reasonable period, up to a maximum of 130 working days as may be determined by the employer when a Worker's Compensation authority has notified the employer that it has certified that the employee is unable to work because of:
- a) personal injury received in the performance of his/her duties and not caused by the employee's wilful misconduct;
 - or**
 - b) an industrial illness or a disease arising out of and in the course of his/her employment;

if the employee agrees to remit to the employer any amount, for that period of time up to 130 working days, received by him/her in compensation for loss of pay resulting from or in respect of such injury, illness or disease from a personal disability policy for which the employee or his/her agent has paid the premium.

ARTICLE 33

LEAVE WITH PAY FOR BIRTH OR ADOPTION OF A CHILD

- 33.1 At the discretion of the employer, a male employee may be granted one (1) day's 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.
- 33.2 At the discretion of the employer, an employee may be granted one (1) day's leave with pay for needs directly related to the adoption of his/her child. This leave may be divided into two (2) periods and granted on separate days.

ARTICLE 34

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSABILITIES

- 34.1 In affirmation that it is not the intent of the parties to privilege the nuclear family, and for the purpose of this Article, 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) not necessarily residing with the employee but requiring assistance, grandparents, mother-in-law, father-in-law, grandchildren, or any relative residing in the employees' household or with whom the employee permanently resides.
- 34.2 Leave with pay for family-related responsibilities shall be granted as follows:
- a) leave with pay to provide for the immediate and temporary care of a sick member of the employee's family;
 - b) leave with pay to take a member of the employee's family for medical or dental appointments, therapy, treatment, or for appointments with appropriate school authorities or adoption agencies, or long-term care agencies.
- 34.3 The total leave with pay granted under this section, i.e. Leave With Pay for Family-Related Responsibilities during a fiscal year shall not exceed 38.85 hours.

ARTICLE 35

LEAVE WITHOUT PAY FOR PERSONAL NEEDS

- 35.1 Subject to operational requirements, the employer may grant leave without pay for a period 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.
- 35.2 Leave without pay in excess of three (3) months, granted under clause 35.1 shall be deducted from the calculation of "continuous employment" for

the purpose of calculating severance pay and vacation leave for the employee involved.

- 35.3 Leave without pay granted under this section may not be used in combination with maternity or adoption leave.
- 35.4 An employee who is granted leave under this Article must pay both the employee and employer shares of the benefit plans outlined under the provisions of Article 57 of this Agreement, in effect at the time of signing.

ARTICLE 36

MATERNITY LEAVE

- 36.1 An employee who becomes pregnant shall notify the employer at least fifteen (15) weeks prior to the expected date of the termination of her pregnancy and, subject to clause 36.2, shall, eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than twenty-seven (27) weeks after the date of the termination of her pregnancy.
- 36.2 The employer may:
- a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than twenty-seven (27) weeks after the date of the termination of her pregnancy;
 - b) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy;
 - c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy;
- 36.3 Leave granted under this Article 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 benefit plans, excluding Disability Insurance.

- 36.4 After completion of six (6) month's continuous employment, an employee who provides the employer with proof that the employee has applied for and is in receipt of employment insurance benefits pursuant to applicable provisions of the Employment Act shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan.
- 36.5 An applicant under clause 36.4 shall sign an agreement with the employer, providing:
- a) that she will return to work and remain in the employer's employ for a period of at least six (6) months after her return to work;
 - b) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the employer's consent.
- 36.6 Should the employee fail to return to work as per the provisions of clause 36.5, the employee recognizes that she is indebted to the employer for the amount received as maternity leave allowance.
- 36.7 In respect of the period of maternity leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:
- a) during the two-week waiting period to which the employee will be subjected prior to receiving employment insurance benefits and any earnings plus supplementary EI benefits, payments equivalent to ninety-three per cent (93%) and not to exceed ninety-five percent (95%) of her weekly rate of pay; and
 - b) up to an additional maximum of 15 weeks, payments equivalent to the difference between the EI benefits and any other earnings the employee is eligible to receive and ninety-three (93%), not to exceed ninety-five percent (95%) of her weekly rate of pay;
 - c) for a full-time employee the weekly rate of pay referred to in clauses (a) and (b) above shall be the weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment on the day immediately preceding the commencement of the maternity leave;

- d) where an employee becomes eligible for an annual increment during the period of maternity leave, payments under clauses (a) or (b) above shall be adjusted accordingly;
- e) employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.

ARTICLE 37

OTHER LEAVE WITH OR WITHOUT PAY

- 37.1 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 26.1 prevent his/her reporting for duty. Such leave will not be unreasonably withheld;
 - b) leave with or without pay for the purposes other than those specified in this Agreement.
- 37.2 An employee is not entitled to leave with pay during any period he/she is on leave without pay or under suspension.

ARTICLE 38

SICK LEAVE WITH PAY

- 38.1 An employee shall earn sick leave credits at the rate of 1 1/4 days for each calendar month for which he/she receives pay for at least ten days.

Granting of Sick Leave

- 38.2 An employee shall be granted sick leave with pay when he/she is unable to perform his/her duties because of illness or injury provided that:

- a) he/she satisfies the employer of his/her condition in such a manner and at such time as may be determined by the employer; and
- b) he/she has the necessary sick leave credits.

- 38.3 Unless otherwise informed in advance, a statement signed by the employee that because of illness or injury he/she was unable to perform his/her duties shall, when delivered to the employer, be considered as meeting the requirements of clause 38.2 a).
- 38.4 An employee shall not be granted sick leave with pay during any period in which he/she is on leave of absence without pay or under suspension.
- 38.5 If an employee has insufficient credits to cover the granting of sick leave with pay under the provisions of this section, additional sick leave with pay may be granted, at the discretion of the employer, subject to recovery of the value of any such advanced sick leave from any benefits accrued or subsequently accruing the employee.

ARTICLE 39

VACATION LEAVE WITH PAY

- 39.1 Accumulation of Vacation Leave Credits, Effective April 1, 1991;
 - a) a regular full time employee who has received at least ten (10) days' pay at the straight time rate for each calendar month will have an annual vacation leave entitlement as follows:

<u>Years/Service</u>	<u>Days/Vacation</u>	<u>Years/Service</u>	<u>Days/Vacation</u>
1	15	14	24
2	16	15	26
3	17	16	26
4	18	17	26
5	19	18	26
6	20	19	27
7	21	20	28
8	21	21	28
9	22	22	28

10	23	23	29
11	23	24	29
12	23	25	30
13	24	26 and thereafter	30

- b) during the first and subsequent vacation years an employee will earn 1/12 of the annual entitlement for each month in which the employee receives at least ten (10) days' pay at straight time rate.
 - c) when an employee has taken more vacation than earned, the unearned portion shall be charged against future earned credits or recovered upon termination whichever occurs first.
- 39.2 An employee is entitled to vacation leave with pay to the extent of his/her 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.
- 39.3 In the event of termination of employment for reasons other than death 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 rate of pay received by the employee on the date of termination.
- 39.4 a) the employer may authorize the carry-over of vacation leave not exceeding one year's entitlements.
- b) an employee may discuss with the employer the accumulation of a greater amount of leave for the purpose of a special situation which would also be subject to operational requirements.
- 39.5 If, by October 1st in a given year, the employer has not authorized the carry-over of the balance of any vacation leave entitlement accruing for that year in accordance with Article 39.4 and the employee has not made known his wishes in respect of unused vacation leave accruing to the end of the year, the employer may direct the dates on which such vacation leave shall be taken.
- 39.6 If an employee becomes ill or becomes entitled to special leave during any period of vacation or compensatory leave, the period of leave so displaced shall be added to his/her period of leave or reinstated for use at a later

date, provided any sick leave claimed is supported by a certificate signed by a qualified practitioner.

- 39.7 Where, during any period of vacation leave with pay, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses, as normally defined by the employer that he/she incurs:
- a) in proceeding to his/her place of duty;
and
 - b) in returning to the place from which he/she was recalled if he/she immediately resumes vacation upon completing the assignment for which he/she was recalled, after submitting such accounts as are normally required by the employer.
- 39.8 The employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under Article 39.7 to be reimbursed for reasonable expenses incurred by him/her.
- 39.9 If an employee dies or otherwise ceases to be employed he/she or his/her estate shall, in lieu of earned vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his/her employment.
- 39.10 Vacation leave will continue to be granted on a "first-come-first-served basis" within 10 working days after it has been submitted, that is after consultation amongst the employees concerned has taken place. However, where operational requirements do not permit for two employees to be on vacation at the same time, seniority with the employer will therefore be the determining factor in the granting of vacation leave.

STAFFING

ARTICLE 40

PROBATION FOR NEW EMPLOYEES

- 40.1 New employees shall be considered on probation for a period of six (6) months from the date of engagement.
- 40.2 Such probationary period may be extended for just cause by the employer. In such event, the employer will notify the employee, in writing, of such extension of probationary periods with reasons for extension. Extension of probationary periods will not exceed a total of six (6) months.
- 40.3 In the event that a new employee proves unsatisfactory in the performance of his/her duties any time during the probationary period, he/she may be released by the employer.
- 40.4 A grievance that may arise from the release of a new employee during his probationary period shall not be the subject of arbitration.

ARTICLE 41

PROMOTIONS AND APPOINTMENTS

- 41.1 Notification of vacancies and newly created positions within the USGE shall be posted prior to the vacancies being advertised outside the USGE to ensure employees will have an opportunity to make written application.
- 41.2 The employer shall not make appointments from outside the USGE to any position within the bargaining unit when an employee of the USGE who has applied for the position in accordance with clause 41.1 is found qualified by a Selection Board.
- 41.3 Promotions and appointments shall not be the subject of arbitration.

41.4 Casual and term employees are not eligible to apply in closed competitions before they have completed six (6) months of continuous employment.

41.5 Any term employee who commences employment following the signing of this agreement and who is continuously employed for a period of three years or more in the same position shall become an indeterminate employee. A part time term employee will become a part time indeterminate employee.

41.6 Language Protection

The language profile of a Unit IV position shall not be changed without the consent of the incumbent of the position. This does not limit the authority of the employer to change the language profile of a position when it becomes vacant.

ARTICLE 42

LAY-OFF

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

PAY AND DURATION

ARTICLE 43

PAY

- 43.1 An employee is entitled to be paid for services rendered at:
- a) the pay specified in **Appendix "A"** for the classification of the position to which he/she is appointed if the classification coincides with that prescribed in his/her letter of offer:
or
 - b) the pay specified in **Appendix "A"** for the classification prescribed in his/her letter of offer if that classification and the classification of the position to which he/she is appointed do not coincide.
- 43.2 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/she is appointed. Unless the Union of Solicitor General Employees takes action to withhold increments because of unsatisfactory performance of his/her 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.
- 43.3 Except under unusual circumstances, an employee shall be paid by cheque every two weeks. To each pay cheque will be attached a stub indicating the employee's gross and net entitlements and details of all deductions.
- 43.4 The pay increment date for an employee appointed to a position shall be the first day following his/her anniversary date of the increment period for the position to which the employee was employed.
- 43.5 The increment period shall be as specified in **Appendix "A"** (Rates of Pay).
- 43.6 When an employee is promoted, he/she shall be entitled to that rate of pay in the salary range of the classification level to which he/she is promoted

which provides an increase in an amount not less than the lowest annual increment provided for in the new salary range.

- 43.7 If an employee is appointed to a different position, the salary range for which does not permit an increase in an amount as great as that applicable on promotion (see Article 43.6) such appointment shall constitute a transfer, in which case the employee shall be entitled to the rate of pay in the new salary range which is nearest to but not less than that which applied to him in respect of the classification level of the position from which he/she was transferred. If there is no such rate in the new salary range, the employee shall continue to receive his/her previous salary until such time as a higher rate is provided in the new salary range, at which time, and effective the date thereof, he/she shall be entitled to the salary rate which is closest to but not less than his/her previous salary rate.
- 43.8 An employee to whom clause 43.7 applied shall retain his/her increment date if he/she had not reached the maximum rate in his/her former position and is not paid the maximum rate in the new position to which he/she is appointed.

ARTICLE 44

ACTING PAY

- 44.1 When an employee is required in writing by the employer, to perform for a temporary period of at least two (2) consecutive working days, the duties of a higher position than the one held by him/her, such employee shall be paid acting pay from the first day of such temporary period calculated as if he /she had been appointed to the higher position. Designated paid holidays shall be counted as time worked for the purpose of determining the qualifying period of two (2) consecutive working days.

ARTICLE 45

COMPENSATION FOR TRAVEL

- 45.1 When an employee is required by the employer to travel outside his/her headquarters areas, and such travel is approved by the employer, the method of travel shall be determined by the employer and he/she shall be compensated in the following manner:
- a) on a normal working day on which he/she travels only or travels and works, he/she shall receive his regular pay for that day;
 - b) on a day of rest or on a holiday, the employee shall be paid at the applicable overtime rate provided the total payment for such travel time does not exceed seven (7) hours at the employee's straight-time rate, except that if an employee travels and works on a day of rest or on a holiday, the total compensation for travel and work on each such day shall not exceed seven (7) hours at the applicable overtime rate, exclusive of his/her normal salary entitlement for a holiday.
- 45.2 Unless otherwise specified in this Agreement, the provisions of the Union of Solicitor General Employees Regulation 8 shall apply to all travel approved by the employer.
- 45.3
- a) employees who, at the request of the employer, spend twenty-five (25) nights per year away from their headquarters area shall be credited with one (1) day of compensatory leave.
 - b) employees who, at the request of the employer, spend an additional ten (10) (or multiple of ten) nights per year away from their headquarters area, shall be credited with one (1) day of compensatory leave for each ten (10) night period.
 - c) all such compensatory leave credits must be taken in leave in the year following that in which they were earned.

ARTICLE 46

SEVERANCE PAY

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

46.2 Retirement

An employee who is entitled to a pension under the terms of the PSAC Pension Plan shall, on retirement, be paid one week's pay at the employee's current rate of pay for each year of continuous employment in respect of which he/she has not previously been paid severance pay. For greater clarity, severance pay will be calculated on a pro-rated basis for an incomplete year of service in the last year.

46.3 Resignation

- a) an employee who resigns and who, at the time of resignation has ten (10) years of continuous employment, shall be paid one week's pay at his/her current rate of pay for each completed year of continuous employment in respect of which he/she has not previously been paid severance pay. For greater clarity, severance pay will be calculated on a pro-rated basis for an incomplete year of service in the last year.
- b) an employee who resigns after six (6) or more years of continuous employment, and who does not qualify for severance pay under Article 46.2 or 46.3 shall be paid one-half of one week's pay at his/her current rate of pay for each year of continuous employment in respect of which he/she has not previously been paid severance pay. For greater clarity, severance pay will be calculated on a pro-rated basis for an incomplete year of service in the last year.

46.4 Termination for Other Reasons

An employee whose services are terminated involuntarily for any reason other than discipline, shall be paid one week's pay at the employee's current rate of pay for each year of continuous employment in respect of which he/she has not previously been paid severance pay. For greater clarity, severance pay will be calculated on a pro-rated basis for an incomplete year of service in the last year.

46.5 Death

If an employee dies after one or more years of continuous employment, there shall be paid to his/her estate an amount determined in accordance with clause 46.2 despite the fact that the conditions specified in clause 46.2 may not have been fulfilled, and regardless of any other benefit payable.

ARTICLE 47

MODIFICATION, TERM, RENEWAL OF AGREEMENT

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

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

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

47.4 This Agreement shall be binding and remain in effect from May 1st 2009 to April 30, 2012.

CLASSIFICATION AND STATEMENT OF DUTIES

ARTICLE 48

CLASSIFICATION

- 48.1 The classification system applicable to the Union of Solicitor General Employees, PSAC shall be the PSAC Deloitte & Touche Classification System.
- 48.2 The parties agree that the mutually agreed upon classification system in the USGE is the Deloitte & Touche System: PSAC Plan.
- 48.3 The parties agree that all positions will be classified using the nine (9) following factors:
- Knowledge
 - Interpersonal Skills
 - Concentration
 - Physical and Visual Demands
 - Complexity
 - Impact of the Position
 - Responsibility for Information
 - Development and Leadership of Others
 - Environmental Working Conditions
- 48.4 Subject to Article 43.1, the employer agrees that no reclassification resulting in a decrease will take place during the term of this Agreement.

ARTICLE 49

STATEMENT OF DUTIES

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

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

WELFARE PLANS AND BENEFITS

ARTICLE 50

BILINGUALISM BONUS

- 50.1 The employer agrees that a Bilingualism Bonus of \$800 per year shall be payable to all eligible employees of the Union of Solicitor General Employees who are required by the employer to use both official languages. when communicating, either orally or in writing, with the membership and with any person, other than regular employees of the Union of Solicitor General Employees, with whom the Union of Solicitor General employees must establish and maintain communication when such employees are recognized by the Union of Solicitor General Employees as meeting the language proficiency requirements for their positions.
- 50.2 The employer agrees that the Bilingualism Bonus will be paid to its employees as long as it will be paid in the Public Service or for any longer period that may be decided by the employer. In any event, the Bilingualism Bonus will remain in effect for the term of this Agreement.
- 50.3 Notwithstanding clause 50.1 the Bilingualism Bonus shall not be payable to a person employed on a casual or temporary basis.
- 50.4 An eligible employee shall be entitled to receive the Bilingualism Bonus for any month in which the employee has received a minimum of ten (10) days' pay.
- 50.5 An eligible employee is entitled to receive the Bilingualism Bonus during any period of paid leave up to a maximum of sixty (60) consecutive calendar days.
- 50.6 The Bilingualism Bonus shall be a flat annual amount of \$800 calculated on a monthly basis and payment will be included in the normal bi-weekly pay cheque.

- 50.7 The Bilingualism Bonus shall be considered as part of an employee's salary for the purposes of the following:
- PSAC Pension Plan
 - Canada or Quebec Pension Plan
 - PSAC Disability Insurance Plan
 - Worker's Compensation
 - PSAC Group Life Insurance
 - Employment Insurance
- 50.8 The Bilingualism Bonus will not be considered as part of an employee's salary or used to compute an employee's salary entitlements for the following:
- a) transfer
 - b) promotion
 - c) demotion
 - d) overtime calculation
 - e) severance pay
- 50.9 When an employee is notified by the employer that he is no longer eligible to receive the Bilingualism Bonus, the notice of termination to the employee shall be provided two (2) months prior to its effect.

ARTICLE 51

EDUCATION AND TRAINING

- 51.1 An employee who is willing to undertake specified training courses outside the normal hours of work is encouraged to discuss the matter with the employer to determine the subsidization, if any, by the employer for the employee's successful completion of the course.
- 51.2 In certain instances, the USGE may require the employee to give a written undertaking to continue his/her employment with the USGE for a specified period following completion of authorized training. If such an undertaking is not honoured by the employee, all or part of the costs of instruction may be recovered from monies owing the employee on termination of his/her employment.

ARTICLE 52

PARKING

- 52.1 An employee who uses his/her 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.
- 52.2 Subject to clause 52.1, the employer shall pay one hundred percent (100%) of the parking cost.
- 52.3 The employer will pay to employees who do not use parking facilities but who utilize the bus system, one hundred percent (100%) of the cost of a bus pass.

ARTICLE 53

RECREATIONAL ACTIVITY ALLOWANCE

- 53.1 The parties agree that there is a need to participate in some recreational activity to alleviate stress associated with the work functions. To this end, the employer agrees to reimburse all employees \$1000 per year payable on the first pay in January.
- 53.2 The recreational activity allowance will be pro-rated at 1/12th of the actual amount of each complete month of work under this collective agreement.
- 53.3 The term employee will be required to submit a claim for the reimbursement on or after January 1st in any year. If the term employee ceases to be an employee prior to January 1st, the term employee may claim 1/12th of the allowance for each complete month of work upon termination.

ARTICLE 54

RELOCATION

- 54.1 Unless otherwise specified in this agreement, the provisions of the USGE Relocation Directive shall apply to all employee relocations approved by the employer.

ARTICLE 55

RETIREMENT COURSE

- 55.1 The employer is prepared on a one time only circumstance to refund an amount not to exceed the fee charged by the Retirement Planning Institute upon the provision of a receipt from an established agency or contractor that provides advice and guidance in the format commonly known as a "Pre-retirement Course".
- 55.2 At the request of an employee, three (3) days leave with pay shall be granted once in an employee's career to attend a privately sponsored retirement seminar.

ARTICLE 56

RETIREE BENEFITS

- 56.1 An employee who terminates employment and who is eligible to receive an immediate or deferred pension in accordance with the PSAC pension regulations on or after January 1st, 2008, and retiring prior to age 65 may elect to continue coverage in the extended health plan and will pay the total of 100%) of the premiums which is equal to the rate that the employer pays on behalf of employees for the extended health benefit plus the amount paid by the employees identified in 56.6 In addition, these employees may elect to continue coverage in the life insurance plan and will pay 100% of the premiums.
- 56.2 The employer agrees to provide an employee who terminates employment and who is eligible to receive an immediate or deferred pension in

accordance with the PSAC pension regulations on or after January 1st, 2008, and at age 55, is entitled to receive an annual retirement allowance of \$1,800 for a maximum of 10 years and up to 65. This annual retirement allowance is deposited into an individual Health Care Spending Account (HCSA). The retiree may submit receipts in accordance with the provisions of the Income Tax Act, or receipts for the premiums of PSAC extended health benefit plan or receipts for premiums for an external Retiree Benefit Plan and these expenses will be reimbursed from their individual HCSA up to the amount deposited. Any unused amounts at the end of twenty-four months shall revert and be deposited into an AEU Trust Fund Health Care Account to be used at the sole discretion of the AEU for health care expenditures.

- 56.3 The employee described in 56.1 may elect to participate in the PSAC extended health benefit and/or life insurance plan. This election must be made within 30 days of retirement date.
- 56.4 The employer agrees to allow those persons who retire prior to the age of fifty-five, and who elect not to immediately opt in to the PSAC Benefit Plan, the right to elect, at age fifty-five (55), to join the PSAC Benefit Plan, as a retiree. This election must be provided to the employer in writing within 30 days of the date the person turns fifty-five (55).
- 56.5 Employees will pay an amount that will be applied to the cost of retiree benefits and this amount will be paid through payroll deductions.
- 56.6 Effective January 1st, 2008, employee payroll deductions shall be equal to .4% of the employee's base salary (or salary at retirement).

ARTICLE 57

WELFARE PLANS AND BENEFITS

- 57.1 The employer will pay one hundred percent (100%) of the premium for the following benefit plans:
- a) the employer will pay one hundred percent (100%) of the premium for the Vision Care Plan and will ensure that employees will have the same coverage as AEU I and II.

- b) the employer will pay one hundred percent (100%) of Medical and Hospital Insurance Plan (OHIP) for employees residing in the Province of Ontario.
- c) the employer will pay one hundred percent (100%) of the premiums for the Extended Health Care Plan.
- d) the employer will pay 100% of the additional cost for employees to be covered by the new drug plan.
- e) the employer will pay one hundred percent (100%) of the additional cost for employees to be covered by improved Dental Plan, as per AEU Unit I and II.
- f) the employer will pay one hundred percent (100%) of the Income Protection "Disability Insurance" (LTD) and will ensure that employees will get same coverage as AEU Units I and II. (equal to the plan in effect for AEU Unit I)
- g) Ontario Health Premium Tax

Example:

Annual	Pension	Dues	Tax. Inc.	Annual Tax	Monthly Tax
\$53,885	\$3,233.10	\$549.43	\$50,12.47	\$600.00	\$50.00

Effective June 1st 2006, each employee, including employees residing in Quebec, will be reimbursed on a monthly basis an amount equivalent to the Ontario Health Premium Tax.

The amount payable will be calculated on the employee's annual taxable income which will be determined as follows: annual salary, less pension contributions, less union dues.


It is understood that if a legislative amendment is introduced by the Minister of Finance confirming the government's intent that this is a tax and not a premium, reimbursement will stop on the first of the month following the date of adoption.

- 57.2 The employer will pay one hundred per cent (100%) of a life insurance plan equal to two (2) times the employee's annual salary to the higher thousand.
- 57.3 The terms and conditions of the PSAC Pension Plan shall apply to the employees.
- 57.4 If the premiums paid by the employer for any employee benefits are reduced as a result of any legislative change or action, the amount of the saving shall be used to increase other benefits available to the employees as may be mutually agreed between the parties providing such change affects a majority of the employees.
- 57.5 The Union shall be consulted on any proposed amendments or changes with respect to welfare plans and benefits.
- 57.6 For the purpose of this Article, excepting clause 57.3 (Pension Plan) for each calendar month for which an employee receives pay for at least ten (10) days, the employer shall pay the portion of the premium for the benefit plans as specified in this Article.
- 57.7 The employer agrees to provide a briefcase to employees requiring one in the performance of their duties.
- 57.8 The employer agrees to issue a suitcase to each employee who is required to travel frequently. The issuance and payment of this suitcase will be in accordance with the National Executive Resolution of Record on this issue.
- 57.9 An employee who receives less than ten (10) days' pay in a calendar month, shall pay the full premium (100%) for the benefit plans specified in this Article, excepting clause 57.3 (Pension Plan).
- 57.10 Subject to the conditions in effect at the date of signing of this agreement, and subject to clause 57.6, 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 57.3 (Pension Plan) shall apply to term employees after completion of six (6) months of continuous employment.


Signed at Ottawa, this 14th day of the month of October 2009.


Union of Solicitor General Employees


Mireille Lanier


Patricia Elliott

Alliance Employees' Union


Lucette Charron, President AEU


Diane Leduc


Denyse Saumur

APPENDIX A – RATES OF PAY

X	Effective May 1st, 2008	
A	Effective May 1st, 2009	2.00%
B	Effective May 1st, 2010	1.50%
C	Effective May 1st, 2011	1.50%

LEVEL 1

X	28,931	29,799	30,693	31,614	32,563
A	30,395	31,307	32,247	33,214	34,210
B	30,851	31,776	32,730	33,712	34,724
C	31,314	32,253	33,221	34,218	35,244

LEVEL 2

X	32,786	33,770	34,783	35,826	36,900
A	34,445	35,478	36,543	37,638	38,768
B	34,962	36,011	37,091	38,203	39,349
C	35,486	36,551	37,647	38,776	39,939

LEVEL 3

X	36,640	37,739	37,740	40,038	41,239
A	38,494	38,495	40,839	42,064	43,326
B	39,071	39,072	41,451	42,695	43,976
C	39,657	39,658	42,073	43,335	44,636

LEVEL 4

X	40,495	41,709	42,961	44,250	45,577
A	42,543	43,820	45,135	46,488	47,883
B	43,181	44,478	45,812	47,186	48,601
C	43,829	45,145	46,499	47,894	49,330

LEVEL 5

X	45,891	47,266	48,685	50,146	51,650
A	48,212	49,659	51,149	52,683	54,263
B	48,935	50,404	51,916	53,473	55,077
C	49,669	51,160	52,695	54,275	55,904

LEVEL 6

X	51,288	52,827	54,412	56,045	57,726
A	53,884	55,500	57,166	58,881	60,647
B	54,692	56,333	58,023	59,764	61,557
C	55,512	57,178	58,894	60,661	62,480

LEVEL 7

X	56,685	58,385	60,136	61,940	63,798
A	59,553	61,338	63,179	65,074	67,027
B	60,446	62,258	64,126	66,050	68,032
C	61,353	63,192	65,088	67,041	69,052

LEVEL 8

X	62,080	63,943	65,862	67,838	69,873
A	65,222	67,179	69,194	71,270	73,408
B	66,200	68,187	70,232	72,339	74,509
C	67,193	69,209	71,286	73,424	75,627

LEVEL 9

X	67,478	69,502	71,586	73,734	75,946
A	70,892	73,018	75,209	77,464	79,788
B	71,955	74,113	76,337	78,626	80,985
C	73,035	75,225	77,482	79,806	82,200

LEVEL 10

X	72,872	75,059	77,312	79,631	82,019
A	76,560	78,858	81,224	83,660	86,169

B	77,709	80,041	82,442	84,914	87,462
C	78,874	81,242	83,679	86,188	88,774

LEVEL 11

X	79,812	82,205	84,672	87,212	89,828
A	83,849	86,366	88,956	91,625	94,373
B	85,107	87,661	90,291	92,999	95,789
C	86,384	88,976	91,645	94,394	97,226

LEVEL 12

X	86,750	89,352	92,032	94,794	97,638
A	91,139	93,873	96,689	99,591	102,579
B	92,506	95,281	98,140	101,085	104,118
C	93,894	96,710	99,612	102,601	105,679

SS-5

X	49,577	51,125	52,679	54,216
A	52,147	53,732	55,301	56,960
B	52,929	54,538	56,130	57,814
C	53,723	55,356	56,972	58,681

APPENDIX A-1 - LEVEL STRUCTURE FOR THE NEW CLASSIFICATION PLAN

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

APPENDIX A-2 - CONVERSION RULES

A-2.1 Pay administration for incumbents of positions which have been reclassified to a level having a Higher Maximum Rate of Pay.

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

Increments

- b) When an employee, who was being paid at the maximum rate in the former scale of rates, and is not paid at the maximum rate in the new pay scale of rates, the effective date of increment thereafter shall be the effective date of the reclassification of the position and the increment period shall be as specified in the Collective Agreement.
- c) When an employee, who was not being paid at the maximum rate in the former scale of rates, and is not paid at the maximum rate in the new scale of rates, the effective date of increment thereafter shall be the same that was in effect prior to the reclassification of the position and the increment shall be as specified in the Collective Agreement.

A-2.2 Pay administration for incumbents of positions which have been reclassified to a level having a Lower Maximum Rate of Pay.

- d) Where a position is reclassified to a level having a lower maximum rate of pay, the employee will be granted the status of "Present Incumbent Only" as long as the employee remains in that position. Such employee shall continue to be paid in accordance with the former scale of rates applicable to his/her position prior to the effective date of the reclassification of such position and shall be entitled to economic increases as negotiated by the Union for other employees at the same salary level.

Increments

- e) An employee to whom Article A-2.2 applies, who was not being paid at the maximum rate in the former scale of rates, is entitled to receive increments thereafter; on the same increment date that was in effect prior to the reclassification of his/her position until he/she reaches the maximum rate of the former scale of rates and the increment period shall be as specified in this Collective Agreement.

A-2.3 Probation following the reclassification of a position

- f) When an employee has completed the initial probation period for the position held by him/her, the employee shall not be placed on probation following the reclassification of his/her position.
or
- g) When an employee has not completed the initial probationary period for the position held by him/her, the employer shall continue the initial probationary period as specified in the Collective Agreement from the date of appointment to such position.

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.

The employer shall take the necessary step to meet its responsibilities under the Ontario Pay Equity Act.

APPENDIX A-3 - PAY EQUITY

The parties agree that for the purpose of Pay Equity adjustment for all employees, the Employer will:

1. Adjust acting pay;
2. Adjust top-up provisions for maternity leave; parental leave;
3. Adjust overtime, call back and reporting pay; and
4. Adjust severance pay.

APPENDIX B - DEFERRED PAYMENT PLAN REGULATIONS

A. General

1. Purpose

The Deferred Payment Plan has been conceived to enable employees the opportunity of taking a minimum of three months' leave funded through the deferral of salary over a period not exceeding six years.

2. Application

An employee must make written application to the employer, through the employee's Supervisor, at least two months prior to the commencement of the leave funding period. Such approval will not be unreasonably withheld. The employee shall be advised within ten days of receipt of the application for such leave of the acceptance or denial of such leave. The employer may restrict, in any period, the number of participants in the Plan, due to operational requirements.

3. Agreement

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

B. PAYMENT FORMULA AND LEAVE OF ABSENCE

1. The leave period shall be not less than:
 - a) three consecutive months if the employee enrolls in full time attendance at an education institution, otherwise
 - b) six consecutive months.
2. The leave period may be funded over a maximum period of six years.
3. The amount of annual deferred salary shall not exceed 33 1/3% of annual salary.
4. All deferred salary shall be forwarded to the bank of the USGE. These funds shall be deposited in a special account and the interest earned on these funds during the funding period shall be paid to employees during the funding period on their regular pay cheques.

5. The leave period must be taken immediately after the deferral period.
6. The amount of deferred salary shall be paid in equal bi-weekly payments during the leave period to employees. The leave period must terminate by the end of the first taxation year that commences after the deferral period. Therefore, the leave period cannot exceed 23 months.
7. During the leave period, all interest earned on the deferred salary shall also be included in the bi-weekly payments made to the employees.
8. Statutory Deductions are in accordance with the Income Tax Act.
 - a) During the funding period
 - i) tax withholdings on the net salary after the deferred portion;
 - ii) EI Premiums of the full, regular salary;
 - iii) CPP Premiums on the net salary after the deferred portion.
 - b) During the leave period
 - i) tax withholdings on the deferred portion only;
 - ii) EI Premiums – Nil;
 - iii) CPP Premiums on the deferred portion only.
9. The employees must return to work for the employer immediately after the leave period for a period at least equal to the leave period.

C. BENEFITS

1. During the funding period, all benefits tied to salary shall be structured according to the full salary (excluding the deferred portion).
2. An employee's benefits will be maintained during the period of leave; however, the employee will be responsible for the employee and employer portions. These benefits will also be based on the full salary.
3. The period of leave shall not be counted for continuous service and no leave shall accrue during this period.

4. If the employee so chooses the period of leave may be counted as pensionable service. If so, the employee shall be responsible for both the employee and employer portions of the premiums for the PSAC Pension Plan during the period of leave.

D. WITHDRAWAL FROM THE PLAN

1. An employee may withdraw from the Plan, at any time, prior to the commencement of the leave.
2. Within 60 days of the withdrawal from the plan, the employee shall be paid the full amount of deferred salary, less any statutory deductions, plus all accrued and previously unpaid interest.
3. Should an employee die while participating in the plan, any monies accumulated, plus accrued and unpaid interest, shall be paid to the employee's estate.

E. OTHER

The employer agrees to assist employees interested in the tailoring of a specific plan for their needs.

F. INCOME TAX ACT (ITA)

Should there be any subsequent changes made to the ITA which affect this plan, then the Union and the employer agree to consult to ensure the plan remains in compliance with the Act.

G. WRITTEN AGREEMENT

Deferred Salary Plan Agreement

I have read and agree to the terms and conditions of the Deferred Payment Plan contained in my Collective Agreement. The following specific conditions shall also apply:

1. The period of funding of my leave shall commence on the first payroll of month/year and end on the final payroll of month/year.
2. I agree that for the period of my Plan, I shall take all overtime earned as paid time off in the year it is earned instead of cash. I understand that I may request to have portions of my overtime cashed out and that this request shall not be unreasonably denied.
3. I agree to defer _____% of (from) my salary over this period.
4. I agree to begin my leave period on _____ and return to work on _____.
5. I agree to be paid the amount deferred in equal, bi-weekly sums over the above-mentioned period including any accumulated interest.
6. I agree to be paid interest on the deferred portion of my salary during the funding period.

Date

Employee

Date

Employer

