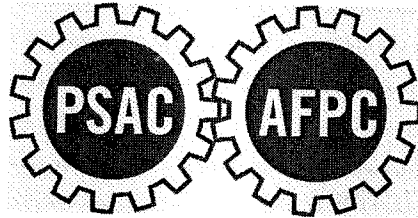


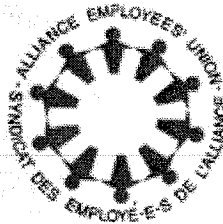
COLLECTIVE AGREEMENT BETWEEN



**THE PUBLIC SERVICE ALLIANCE OF CANADA
(P.S.A.C.)**

AND

**THE ALLIANCE EMPLOYEES UNION
(A.E.U.)**



EXPIRY DATE

**UNIT I
UNIT II
UNIT X**

APRIL 30, 2010

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ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the PSAC, 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.
- 1.02 The parties to this Agreement share a desire to improve the quality of service to the members of the Public Service Alliance of Canada 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 will be efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Public Service Alliance of Canada in which members of the bargaining unit are employed.

ARTICLE 2

DEFINITIONS

- 2.01 For the purpose of this Agreement:
- a) "bargaining units" means the employees of the Employer in the groups 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 regardless of sex;

- 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 on the day immediately prior to the day on which leave is taken;
- d) "continuous employment" means an unbroken period of employment with the PSAC and its Components and its predecessor organizations and for greater certainty employment should not be considered to be broken by authorized periods of leave, with or without pay, except as specified in clauses 17.10, 17.13 and 17.14 or by any period of less than three (3) months between two separate periods of employment with the PSAC, its Components or its predecessor organizations. (This definition in no way implies any entitlement to pay or other compensation from the PSAC 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) "dependent child" means an employee's or spouse's biological, legally adopted, adopted under Aboriginal customs or stepchild who is unmarried, unemployed, dependent and under the age of 21 if not in full time attendance at an educational institution, otherwise under the age of 25 or no age limit if the dependent child has a permanent disability. The definition of spouse and child will be applied to all relevant contract clauses, welfare plans and benefits, except pension plan where dependent child is defined by law;
- h) "employee" means a person who is a member of the bargaining units including term and part-time employees;

- i) "Employer" means the Public Service Alliance of Canada as represented by the Alliance Executive Committee and includes any person authorized to exercise the authority of the Alliance Executive Committee;
- j) "holiday" means a day designated as a paid holiday in this agreement;
- k) "hourly rate of pay" means an employee's weekly rate of pay divided by thirty-five (35);
- l) "job-share" means a situation where one position is divided equally between two employees;
- m) "leave" means authorized absence from duty by an employee during the employee's scheduled regular hours of work;
- n) "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;
- o) "part-time employee" means a person employed by the PSAC who is required to work less than 35 hours per week and works at least 17.5 hours per week;
- p) "promotion" means an appointment to a position where the maximum rate of pay exceeds the maximum rate of pay applicable to the position held by the employee immediately prior to the appointment by an amount equal to at least the lowest annual increment applicable to the position to which the employee is appointed;
- q) "secondment" means the authorized temporary assignment with pay of an employee to a position with an organization other than the Employer for the purpose of

performing duties for said organization. No employee shall be subject to secondment without her/his consent;

- r) "seniority" and "continuous employment" mean the same by definition. Unless otherwise specified in this Collective Agreement, seniority shall accrue during all periods of leave with pay and during all periods of leave without pay of three (3) months or less;
- s) "spouse" means a person to whom an employee is legally married, or a person with whom an employee has cohabited for a continuous period of at least one (1) year and who has been identified to the Employer as the employee's spouse regardless of sex;
- t) "term employee" means a person who is employed by the PSAC 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 PSAC when the specified period of time is terminated unless the specified period of time is extended by another specified period of time or terminated prior to the specified period;
- u) "transfer" means an appointment to a position which does not constitute a promotion;
- v) "Union" means the Alliance Employees' Union;
- w) "weekly rate of pay" means an employee's annual rate of pay divided by 52.17.

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 are official.

- 3.03 Where the masculine or feminine gender is used in this Collective Agreement, it shall be considered to include both genders unless any provision of this Collective Agreement specifies otherwise.

ARTICLE 4

MANAGEMENT RIGHTS

- 4.01 All the functions, rights, powers and authority which the Employer has not abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 4.02 The rights set forth in this article and those otherwise retained by management shall be exercised in conformity with the provisions of this agreement in a manner which is not arbitrary, discriminatory or in bad faith.
- 4.03 The authority of the Employer is solely vested in the Alliance Executive Committee and to those persons to whom they delegate authority. This includes decisions concerning the working conditions of staff and/or the operation of PSAC Branches.

ARTICLE 5

RECOGNITION

- 5.01 a) The Employer recognizes the Alliance Employees' Union as the exclusive bargaining agent for all of its employees as certified by the Ontario Labour Relations Board (dated September 18, 1979) employed as office support staff in Ottawa, save and except those employees employed in a confidential capacity; employees employed as office support staff in the National Capital Region Office. For greater certainty the agreed to list of excluded positions is

attached hereto as a Memorandum of Agreement #2 (Unit II).

- b) The Employer recognizes the Alliance Employees' Union as the exclusive bargaining agent for all of its employees as certified by the Ontario Labour Relations Board (dated May 8, 1978) employed in an administrative capacity in Ottawa, save and except elected and appointed officers of the Public Service Alliance of Canada, those employees employed in a managerial or confidential capacity, employees of the Public Service Alliance of Canada covered under subsisting collective agreements with the Canadian Union of Labour Employees, the Union des employés et employé(e)s de service and the Alliance Employees' Union, Unit II. The Employer recognizes the following types of field positions as part of this same bargaining unit: G&A/Negotiator; Regional Education Officer; G&A Officer. For greater certainty, the agreed list of excluded positions is attached hereto as a Memorandum of Agreement #2 (Unit I).
- c) The Employer recognizes the Alliance Employees' Union as the exclusive bargaining agent for all of its employees as certified by the Ontario Labour Relations Board (dated July 25, 1984) employed in the city of Ottawa, in the Mail Distribution Centre, Print Shop, and Purchasing and Stores Sections, [save and except those employees employed in a confidential capacity (Unit X)].

ARTICLE 6

APPOINTMENT OF REPRESENTATIVES

- 6.01 The Employer acknowledges the right of the Union to appoint employees as Representatives of the Union.
- 6.02 The Union agrees to limit the appointment of Representatives to a reasonable number.

- 6.03 The Union shall notify the Employer, in writing, of the names of the Representatives.
- 6.04 The representative shall obtain the permission of his/her immediate supervisor, when available, before leaving his/her work to investigate with fellow employees, complaints of an urgent nature, to meet with management for the purpose of dealing with grievances, to attend consultation meetings and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his/her immediate supervisor before resuming his/her normal duties.
- 6.05 a) The Employer agrees to recognize a Committee of two (2) employees per Bargaining Unit, selected by the Union as the Union's Bargaining Committee. Said employees shall be granted leave with pay to attend any meetings with the Employer in connection with negotiations, including time to travel to and from said meetings, but not including Conciliation or Mediation meetings. The Employer agrees to recognize an external chairperson at no cost to the Employer.
- b) In the event that either party wishes to convene a meeting for the purpose of negotiations, said meeting shall be held at a time and place mutually agreed upon by both parties.
- 6.06 A representative shall be granted time off with pay during the grievance process including arbitration in order to represent any member of an AEU bargaining unit employed by the PSAC or PSAC Holdings. Such time off shall be reported on an appropriate leave form.
- 6.07 The Union shall have the right to appoint a representative representing all the bargaining units to any joint committee. The number of union representatives may be increased upon mutual agreement.

- 6.08 The Employer agrees to provide an AEU representative and a new employee up to one (1) hour paid leave to acquaint newly hired employees, at the time of orientation, with the fact that a collective bargaining relationship exists between the Union and the Employer.
- 6.09 An employee who is elected to a full-time position with the Union shall be granted leave of absence without pay for a period of two (2) years subject to renewal on application to the Employer for further successive periods of two (2) years each.

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 T4s issued to employees in the bargaining unit show the amount deducted for union dues and remitted to the Union.
- 7.03 The Employer and the Union agree that work normally performed by members of the bargaining unit will not be assigned to resources outside the bargaining unit. This does not restrict the employer from using outside resources to perform work for the employer when there is a demonstrated or unforeseeable need or where there is a short term non-recurring work requirement that cannot be met by existing staff.

ARTICLE 8

RETENTION OF RIGHTS AND PRIVILEGES

- 8.01 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.
- 8.02 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.
- 8.03 All benefits which employees now enjoy or receive shall continue and may be modified by mutual agreement between the Employer and the Union.

ARTICLE 9

INFORMATION TO THE UNION

- 9.01 The Employer will forward to the Secretary of the Union at least once a month, the name, address and telephone number of all newly-hired employees who will be included in the bargaining unit. 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 shall be sent to the Secretary of the Union and all employees covered by the Collective Agreement no later than June 30th of each year and at the same time as employees are provided with the information outlined in Clause 10.02 of this Agreement.

- 9.03 The Employer will also provide the Secretary of the Union with a copy of the Staffing Report at least once a month.
- 9.04 a) The Employer shall provide the Secretary of the Union with eight (8) bilingual copies of this Collective Agreement within two (2) weeks of receipt of this Collective Agreement from the printer and provide the Union with an electronic version of the said Collective Agreement.
- b) The parties agree to take all steps necessary to ensure that the collective agreement is printed and available for distribution to employees within 120 days of ratification.
- 9.05 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. Notices or other material shall require the prior approval of the Employer, except notices of meetings of their members and elections, the names of Union representatives, and social and recreational events.

ARTICLE 10

INFORMATION TO EMPLOYEES

- 10.01 There shall be only one (1) employee personnel file per employee to be held in the Human Resources Section. Upon request by an employee to the Human Resources Section, the Employer shall allow the employee to view his/her personnel file and provide him/her with a copy of any document on the file requested by the employee. For employees outside of the National Capital Region, the Employer shall present a copy of the file as certified by a Human Resources employee and an AEU representative, if requested, in a secure and confidential manner.
- 10.02 The Employer will provide annually, no later than June 30th, each employee with a statement of the employee's leave credits and contribution to PSAC Pension Plan. Effective 2003, the

Employer will annually provide each employee with a statement of their leave credits no later than March 31st.

- 10.03 The Employer shall provide each employee in the bargaining unit with a signed copy of this Collective Agreement within two weeks of receipt of this Collective Agreement from the printer. This collective agreement will be printed in 14 point Arial.
- 10.04 The Employer shall provide to each new employee, at the time of hire, a copy of this collective agreement and the Internal Training Plan and guide in effect at the time.
- 10.05 The collective agreement shall be provided to employees in an alternative format of choice in compliance with Article 11.

ARTICLE 11

NO DISCRIMINATION AND HARASSMENT

- 11.01 The Employer agrees that it shall continue its policy of no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, race, creed, colour, national or ethnic origin, language, political or religious affiliation, disability, sex, family or marital status, sexual orientation, criminal record, gender identity or by reason of his/her membership or activity in the Union.
- 11.02 a) The parties recognize the Employer has a duty to design and maintain an inclusive workplace that builds concepts of equality, as outlined in the grounds for discrimination listed in Article 11.01, into all workplace standards, policies and practices.
- b) The Employer has a duty to accommodate employees who fall within the grounds enumerated in Article 11.01. Where a barrier is identified, the Employer shall make every effort to remove this barrier up to the point of undue

hardship. For the purposes of this article, undue hardship shall be assessed on the following considerations:

- i) Cost – costs will amount to undue hardship if they are: Quantifiable; shown to be related to the removal of barriers and so substantial that they would alter the essential nature of the PSAC, or so significant that they would substantially affect its viability.
- ii) Health and Safety – health and safety risks will amount to undue hardship if the degree of risk that remains after a barrier has been removed outweighs the benefits of enhancing equality to persons in the workplace.
- iii) Outside Resources/Funding – before claiming undue hardship the PSAC must make use of any available outside sources of funding which may help alleviate costs associated with the removal of barriers.

11.03

- a) Harassment on any of the grounds set out in Article 11.01 constitutes prohibited discrimination. Such harassment means any unwelcome conduct directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonably to have known would cause offence or harm. It comprises any act, comment or display that demeans, belittles or causes personal humiliation or embarrassment, and includes intimidation and threats. Such harassment generally takes the form of repeated incidents, but an isolated incident can also constitute harassment. Harassment also includes a poisoned work environment.
- b) Psychological harassment is repeated conduct which is hostile or unwanted, and includes verbal comments, actions or gestures, that affect an employee's dignity, psychological integrity or physical integrity and that

results in a harmful work environment for the employee. A single serious incident of such behavior may also constitute psychological harassment.

- c) For the purpose of Article 11, harassment includes, but is not limited to, any harassment which may be experienced at meetings, seminars, courses, conferences, conventions, etc., held outside of an employee's normal work hours.
- d) Job counseling shall not be considered harassment within the meaning of this article.

11.04

- a) The Employer and the Union recognize that all employees are entitled to work in an environment of dignity and respect. It is the responsibility of the employer to ensure that this respectful environment is maintained.
- b) The Employer will take appropriate measures to prevent harassment and discrimination. All PSAC employees will receive training related to discrimination and harassment.
- c) The Employer and AEU recognize that the employer has a duty to investigate circumstances where it has reasonable grounds to believe that harassment or discrimination may have occurred.

11.05

- a) A grievance concerning this article will include detailed written allegations in support of the grievance.
- b) The employer will make a reasonable determination as to whether the grievance discloses reasonable grounds to believe that harassment or discrimination may have occurred.
 - i) If the grievance discloses such reasonable grounds, the employer will investigate the allegations in accordance with this article; or

- ii) if the employer determines that no reasonable grounds exist, this will be stated in its reply to the merits of the grievance. The grievance may then proceed to the appropriate step in accordance with Article 25.
- c) Where the employer decides to investigate, it will appoint an investigator within 20 days of receiving the grievance.
- d) The investigation will start within 20 days of appointment.
- e) A report will be released within 30 days of the conclusion of the investigation; and
- f) The employer will reply in writing to the grievance within 20 days of receipt of the report.

11.06 A grievor may submit a grievance concerning this article to any level of the grievance process.

11.07 The parties may engage in an alternate dispute resolution process at any time by mutual agreement.

11.08 Any time limits in this article may be extended by mutual agreement between the Employer and the Union representative.

11.09 a) The Union and the Employer shall establish a roster of jointly agreed harassment and discrimination investigators and/or service providers. The parties shall continue to update this list.

b) Where the employer appoints an external investigator to conduct an investigation in accordance with this article, the employer will select an investigator from the roster set out in (a), above, in consultation with AEU. Where the parties cannot agree as to the investigator selected, the employer will appoint an investigator.

- 11.10 The investigator shall:
- a) provide all participants in the investigation with a copy of the terms of reference for the investigation; and
 - b) investigate the alleged harassment or discrimination, prepare a report detailing findings of fact and his or her findings as to whether the allegation(s) are founded in whole or in part.
- 11.11 The employer may take interim measures during an investigation process, including but not limited to temporary relocation and restructuring of supervisory relationships, where warranted. The grievor may request any such measures at any time. Every effort will be made to keep the grievor in the workplace.
- 11.12 a) The Employer shall grant time off with pay to the grievor, the grievor's representative and any employee of the PSAC called as a witness in connection with an investigation, where such a meeting is deemed necessary by the investigator. Such meetings should normally be held during the employee's normal working hours. Where this is not possible, the employee will be granted equivalent time off with pay. In either case, such time will be recorded on an appropriate leave form.
- b) AEU members, including witnesses, may be accompanied by a person of their choice to be present during the investigation process. The participation of this person will not represent any cost to the employer, and does not affect any rights to AEU representation.
- 11.13 The harassment grievance process will be handled with all possible confidentiality.
- 11.14 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under this article, or for participating in proceedings under this article.

- 11.15 Unless specifically varied by this article, Article 25 applies to all grievances concerning a violation of Article 11.

ARTICLE 12

RESTRICTION ON OUTSIDE EMPLOYMENT

- 12.01 An employee shall not be restricted in engaging in other employment or activities outside the hours the employee is required to work for the Employer unless the Employer specifically states that, in its opinion, such outside employment or activities involves a conflict of interest.
- 12.02 An employee shall not engage in outside employment or activities if the hours or responsibilities involved are likely to impair the employee's ability to perform her/his PSAC duties in an efficient and satisfactory manner.
- 12.03 It is the responsibility of each employee to advise the Employer of any outside employment and/or activity which may be considered a conflict as envisaged in Article 12.01 and/or 12.02. Upon receiving such notice the Employer shall within twenty (20) working days advise the employee if, in its opinion, such activity involves a conflict of interest.

ARTICLE 13

HOURS OF WORK

- 13.01 a) The work week shall be thirty-five (35) hours from Monday to Friday inclusive and the work day shall be seven (7) consecutive hours, (exclusive of a lunch period) between the hours of 7:00 a.m. and 6:00 p.m.
- b) Subject to operational requirements as determined from time to time by the Employer, an employee shall have the right to select and request flexible or staggered hours

between 7:00 a.m. and 6:00 p.m. and such request shall not be unreasonably withheld.

- c) i) Notwithstanding the provisions of this Article, employees with the approval of the Employer, may complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer, employees work an average of thirty-five (35) hours per week. In every such period employees shall be granted days of rest on days not scheduled as normal work days for them.
- ii) 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.
- iii) Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected and shall apply to all employees at the work unit.
- iv) The Employer may require employees to register their attendance in a form or in forms to be determined by the Employer.
- v) An employee required to work on his/her scheduled "Compressed Day Off" will have that day (CDO) displaced to another working day mutually agreed to by the employee and supervisor. Every reasonable efforts shall be made to give the employee as much notice as possible in the event the CDO must be displaced.

13.02 a) Notwithstanding article 13.01, the Employer may establish regular late hour shifts that end between 6:00

p.m. and 8:00 p.m., subject to operational requirements, in order to ensure that there is service to all parts of the country.

- b) Employees may volunteer to work these late hour shifts, but in any area where a need to establish these late hour shifts is identified and there are no volunteers, vacant or newly created positions in the area will be posted with the new late hour shifts.
- c) The Employer will provide forty-five (45) days' notice to AEU of the need to establish regular late hour shifts in an identified work area, and the parties agree to meaningful consultation on the establishment of these shifts.
- d) An employee who completes his/her workday in accordance with the provisions of paragraph 13.02(a) shall receive a late hour premium of seven dollars (\$7.00) per hour for the hours scheduled after 6:00 p.m. The late hour premium shall not apply to overtime hours.

Rest Periods

- 13.03 The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.
- 13.04 All employees shall receive an allowance per PSAC reimbursement rates for expenses and meals when required to work out of the office, when not in travel status.

ARTICLE 14

OVERTIME

- 14.01 In this article:
 - a) "overtime" means:

- i) in the case of an employee in Units II and X and an employee in Unit I whose classification level is below Band 10, authorized work performed in excess of an employee's scheduled hours of work;
 - ii) in the case of an employee in Unit I whose classification level is Band 10 or higher, 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.

Overtime compensation for employees of Units II and X and an employee of Unit I whose classification level is below Band 10 (14.02 to 14.04).

14.02 Subject to clause 14.04, an employee of Units II and X and an employee of Unit I whose classification level is below Band 10, who is required to work overtime on his/her work day is entitled to compensation at the rate time and one-half (1 1/2T) for all overtime hours worked.

14.03 Subject to clause 14.04:

- a) employees of Units II and X and an employee of Unit I whose classification level is below Band 10, who is required to work on Saturday is entitled to compensation at time and one-half (1 1/2T) for the first seven (7) hours and double (2T) time thereafter;
- b) employees of Units II and X and an employee of Unit I whose classification level is below Band 10, who is required to work overtime beginning on Sunday is entitled to compensation at double (2T) time for all continuous hours worked exclusive of meal breaks and regularly scheduled work periods;

- c) when employees of Units II and X and an employee of Unit I whose classification level is below Band 10, 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.

14.04 An employee is entitled to overtime compensation under clause 14.02 and 14.03 for each completed fifteen (15) minute period of overtime worked by the employee:

- a) when the overtime work is authorized in advance by the Employer on the required form;
- and
- b) when the employee does not control the duration of the overtime work.

Overtime compensation for an employee in Unit I whose classification level is Band 10 or higher (14.05 to 14.06).

14.05 An employee in Unit I whose classification level is Band 10 or higher, shall be compensated for overtime worked by him on a day of rest at the following rates:

- a) for overtime performed on Saturday - at time and one-half (1 1/2T);
- b) for overtime worked on Sunday - at double (2T) time.

14.06 a) Overtime shall be compensated in cash except where, upon request of an employee overtime may be

compensated in equivalent leave with pay at times convenient to both the employee and the Employer.

- b) Application for compensatory leave shall normally be made at least forty-eight (48) hours in advance of the commencement of such leave. The Employer may grant compensatory leave on shorter notice than that herein provided.

14.07 In the event operational requirements preclude an employee taking compensatory leave during the year in which it was earned, compensatory leave credits may be carried over into the succeeding year up to a maximum of 15 days or up to the maximum leave credits earned during the period of September 1 to December 31, whichever is the greater.

Compensatory leave credits in excess of the permissible maximum leave credits being carried over, shall be liquidated by means of an equivalent cash payment and will be based on the employee's regular salary rate as at December 31st.

While compensatory leave will normally be taken in the year in which it is earned and while normally a maximum of 15 days may be carried over into the next year, an employee may request to bank additional compensatory leave for a specific purpose. Such requests must be made in writing by October 31 and must specify the purpose and duration of the banked compensatory leave. Such requests shall not be unreasonably denied.

Banked compensatory leave may be taken for the purposes of, but not limited to, special holiday travel, education or shorter workweek in pre-retirement period.

Banked compensatory leave must be taken in one block in the following year. In the year of the employee's retirement, the banked compensatory leave may be taken in accordance with a mutually agreed to schedule in shorter blocks of time leading up to the retirement date.

- 14.08 If an employee becomes ill or becomes entitled to special leave during any period of compensatory leave, the period of leave so displaced shall be added to his period of leave or reinstated for use at a later date, provided any sick leave claim is supported by a certificate signed by a qualified medical practitioner.
- 14.09 Employees shall record starting and finishing times of overtime work in a form determined by the Employer.
- 14.10
- a) An employee who is authorized to work three (3) or more hours following his/her scheduled hours of work, shall be reimbursed his/her expenses for one (1) meal at the amount specified in Appendix "C" of Chapter 370 of the Administrative Policy Manual of Treasury Board Canada except that such expenses shall not be reimbursed if a free meal is provided. Reasonable time to be determined by the Employer shall be allowed an employee in order that he may take a meal break.
 - b) An employee who is authorized to work overtime on a day of rest or on a designated paid holiday, and such overtime work includes a meal period, shall be reimbursed expenses for meals at the amount specified in Appendix "C" of Chapter 370 of the Administrative Policy Manual of Treasury Board Canada, except that such expenses shall not be reimbursed if free meals are provided. An employee shall be reimbursed his/her meal expenses only when he returns to work and works at least two (2) hours after a meal break.

Specific to Units II and X (14.11a))

- 14.11
- a) The Employer shall reimburse, up to a limit of ten dollars (\$10.00) per hour, 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/her regular hours of work. A receipt will be submitted to the Employer and this reimbursement will not normally be paid to a member of the family residing with the employee.

- b) The Employer will provide family care payments for Unit I, Unit II and Unit X employees where such payments are required to help overcome barriers in work situations which go beyond the regular routine such as campaigns requiring substantial evening work. Payments required in accordance with this provision shall not be stacked onto payments that may be paid in accordance with 14.11 a).

Specific to Units II and X (14.12)

14.12 Assignment of Overtime

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

14.13

- a) Employees who, at the request of the Employer, spend 35 nights per year away from their headquarters area shall be credited with two (2) days of compensatory leave.
- b) Employees who, at the request of the Employer, spend an additional fifteen (15) (or multiple of fifteen) nights per year away from their headquarters area, shall be credited with one (1) day of compensatory leave for each fifteen night period.
- c) All such compensatory leave credits must be taken in leave and must be liquidated by April 1st in the year following that in which they were earned.

14.14

Authorized overtime worked beyond an employee's regular daily hours of work, which is not eligible for compensation

under another provision of this collective agreement, shall be banked at the straight time rate. An employee may book paid leave from this bank of time up to a maximum of five (5) days per year. This bank of leave is not subject to carry over or to being cashed out.

ARTICLE 15

VACATION LEAVE

15.01 For each calendar month in which an employee earns at least ten (10) days' pay, he/she shall earn vacation leave credits at the rate of:

- a) one and one quarter (1 1/4) days if he/she has completed less than two (2) years of continuous employment;
- b) one and two-thirds (1 2/3) days if he/she has completed two (2) years of continuous employment;
- c) two and one-twelfth (2 1/12) days if he/she has completed twelve (12) years of continuous employment;
- d) two and one-half (2 1/2) days if he/she has completed twenty (20) years of continuous employment;
- e) after having completed 22 years of continuous employment, an employee shall be credited with an additional one-half day (1/2) of vacation leave:
 - i) for each successive year of continuous employment, an employee shall be entitled to a further 1/2 day of vacation leave per completed year of service, to a maximum of five additional days of vacation leave;
 - ii) the credit shall be added to the employee's vacation bank annually on the day the employee completes an additional year of service; and

iii) for part-time employees, long service vacation credits are subject to Article 37.08.

* Annual leave credits can be taken in "hours".

Specific to Unit II (15.01 f))

f) for the purpose of clause 15.01 only, all service with the Employer, whether continuous or discontinuous, shall count toward vacation leave, except where a person who, on leaving the employ of the Employer, takes or has taken severance pay.

15.02 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.

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

15.04 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.

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

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

15.07 Where, during any period of vacation leave with pay, an employee is recalled to duty, he/she shall be reimbursed for actual expenses, approved 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 is 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 the Employer.

15.08 The employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under clause 15.07 to be reimbursed for expenses incurred by him/her.

Granting of vacation leave

15.09 Applications for vacation leave shall normally be made at least 48 hours in advance of the commencement of such leave. The Employer may grant vacation leave on shorter notice than that herein provided. Such requests shall not be unreasonably denied.

15.10 In cases of conflicting requests by two or more PSAC employees, length of continuous employment shall be the governing factor, except that the Employer shall not be expected or compelled to cancel leave previously granted to a lesser service employee.

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

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

a) subject to operational requirements, make every reasonable effort to schedule the employee's vacation leave at times specified by the employee;

and

b) not require an employee to take his/her earned vacation leave at times not specified by him/her provided that the employee has not accumulated more than his/her current annual entitlement plus a year's carry-over;

c) approval of leave in a timely fashion and no later than one month prior to the commencement of the leave if applicable.

15.13 An employee who has accumulated more vacation leave than that provided in sub-clause 15.12 b) above may be instructed by the Employer after October 1st to liquidate his/her excess leave credits prior to the end of the vacation year or at times mutually agreed upon by the employee and the Employer. If the employee fails to identify a period of vacation leave when requested to do so by the Employer, the Employer may unilaterally schedule the employee's vacation leave for a period equivalent to the excess amount of vacation leave credits.

ARTICLE 16

SICK LEAVE WITH PAY

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 she/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 she/he is unable to perform his/her duties because of illness or injury provided that:

a) the employee satisfies the Employer of his/her condition by presenting a medical certificate or in such a manner and at such times as may be determined by the Employer, and

b) the employee has the necessary sick leave credits.

16.03 Unless otherwise informed in advance, a statement signed by the employee stating that because of illness or injury she/he was unable to perform his/her duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 16.02 a). In the event a medical certificate is requested by the Employer certifying that the employee was/is unable to perform the duties of the employee's position because of illness or injury the costs charged by the Doctor for the certificate will be reimbursed by the Employer.

16.04 a) Unless otherwise instructed by the employee, the Employer shall pay the premiums of both the employee's and the Employer's share of all benefit premiums except the pension plan premiums for a period of up to one year, or a longer period as provided for under Article 16.08, for any employee who is on leave without pay (LWOP) because of illness. Such payment shall be repaid to the Employer by the employee after the employee is returned to work. Should the employee fail to return to work, the

employee recognizes that the employee is indebted to the Employer for the amount paid as advanced payments of benefit premiums for the period in question.

- b) Notwithstanding 16.04 a) and 16.08, the Employer shall pay the Employer's contributions of welfare and benefit plans, as defined in Article 27 of this agreement for an employee who is in receipt of Long Term Disability benefits.

16.05 An employee shall not be granted sick leave with pay during any period in which she/he is on leave of absence without pay or under suspension.

16.06 If an employee has insufficient credits to cover the granting of sick leave with pay under provisions of this article, 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 to the employee.

16.07 When it has been established that the employee will be off work on Long Term Disability, the Employer may, at reasonable intervals, request that the employee notify the Employer of the expected date of return to work. The motivating factor is to plan how the workload is handled during the absence.

16.08 a) Upon the exhaustion of his/her paid sick leave credits, an employee is entitled to leave without pay for the duration of her/his illness up to one (1) year and, thereafter, to additional leave without pay on a case by case basis as may be required by the duty to accommodate. Notwithstanding 42.01, an employee who is granted further leave without pay on account of illness in accordance with 16.08 a) shall have his/her job protected for such further period.

- b) For a further two (2) years the employee shall retain the right to apply on internal competitions for any vacant position as if he/she were still an employee.

ARTICLE 17

SPECIAL LEAVE WITH OR WITHOUT PAY

17.01 General

- a) When an employee is on leave and receiving disability insurance, the Employer shall pay the Employer's portion of the pension funds premium.
- b) For the purpose of this Article, the parties recognize the practice of custom adoption for Aboriginal employees.

17.02 Bereavement Leave with Pay

For the purpose of this clause, the definition of immediate family will 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, stepmother or foster parent), brother, sister, spouse, child, stepchild, child adopted through Aboriginal custom adoption practices, or ward of the employee, father-in-law, mother-in-law, grandparents, employee's grandchild, and other relatives permanently residing in the employee's household or with whom the employee permanently resides, and also includes anyone for whom the employee holds a legally executed "Power of Attorney".

- a) When a member of an employee's immediate family dies, the employee shall be entitled to bereavement leave with pay for a period of five (5) days for purposes relating to the bereavement and may, in addition, be granted up to three

(3) days' leave with pay for the purposes of travel related to the death.

- b) An employee is entitled to two (2) days' bereavement leave with pay for the purpose related to the death of the employee's son-in-law, daughter-in-law.
- c) An employee is entitled to one (1) day's bereavement leave with pay for purposes relating to the death of the employee's brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.
- d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which she/he would have been eligible for bereavement leave with pay under paragraph a), b) or c) of this clause, she/he 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.

17.03 Court Leave with Pay

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 the employee's 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.

Family Leave

17.04 Maternity Leave

- a) An employee who becomes pregnant shall notify the Employer at least two (2) weeks prior to the date on which she plans to begin her maternity leave of her intention to do so. This written notice must include the date on which she intends to begin her maternity leave, and a letter from her doctor indicating the baby's due date.
- b)
 - i) Subject to sub-clause c) of this clause, an employee who becomes pregnant shall be granted twenty-eight (28) weeks of leave without pay. This leave may begin at any time within seventeen (17) weeks of the baby's due date, and extends beyond the date of the baby's birth until the twenty-eight (28) weeks have expired.
 - ii) Notwithstanding sub-clause b) i):
 - 1. where the employee has not yet proceeded on maternity leave without pay and new newborn child is hospitalized, or
 - 2. 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

