

AGREEMENT
BETWEEN
THE UNION OF POSTAL COMMUNICATIONS EMPLOYEES
AND
THE ALLIANCE EMPLOYEES' UNION
UNIT VI

EXPIRY: APRIL 30TH, 2012

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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 Employer (U.P.C.E.), 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 Union of Postal-Communications Employees and to promote the well being and increased efficiency of its employees to the end that the membership of the U.P.C.E. 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 U.P.C.E. in which members of the bargaining unit are employed.

ARTICLE 2

DEFINITIONS

2.01 For the purpose of this agreement:

- (a) "bargaining unit" means the employees of the Employer in the group described in Article 4 "Recognition";
- (b) a "common-law spouse" relationship exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his spouse and continues to live with that person as if that person were his spouse;
- (c) "compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay received by him on the day immediately prior to the day to which leave is taken;
- (d) unless otherwise specified in the agreement continuous employment means an unbroken period of employment with the U.P.C.E., other Components and the Alliance. It is agreed that the calculation of continuous employment shall include all employment with the above organizations provided there is no break in service in excess of three (3) consecutive months;
- (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 as described in Article 4 (Recognition);
- (h) "Employer" means the Union of Postal-Communications employees (U.P.C.E.) as represented by the National Executive;
- (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-seven and one-half (37 1/2);

- (k) "leave" means authorized absence from duty by an employee during his scheduled regular hours of work;
- (l) "membership dues" means the dues established by the Alliance Employees' Union as the dues payable by its members as a consequence of their membership in the Union and shall not include any initiation fee, insurance premium or special levy;
- (m) "term employee" means:
 - (i) an employee employed by the U.P.C.E. for a specified period of less than six (6) months duration, to perform duties on either a full-time or part-time basis, but who ceases to be an employee when the specified period has been completed;
 - (ii) the specified period may exceed six (6) months when the term employee is replacing an employee on leave as specified in this collective agreement;
 - (iii) the specified period referred to in paragraph (i) may be extended with the agreement of the A.E.U.;
 - (iv) the articles on the technological change (article 34) and job security (article 41) will not apply to term employees.
- (n) "Union" means the Alliance Employees' Union;
- (o) "weekly rate of pay" means an employee's annual rate of pay divided by 52.170;
- (p) "seniority" means length of employment with the Alliance centre, and/or its Components;
- (q) "headquarters area" means a radius of thirty-two (32) kilometers from U.P.C.E. National Office;
- (r) "lay-off" means the termination of an employee's employment because of lack of work or discontinuance of a function;
- (s) "part-time employee" means a person employed by the U.P.C.E. who is

required to work less than thirty-seven and one-half (37 1/2) hours per week and works at least twenty (20) hours per week;

- (t) "office staff" means any employee whose duties consist mainly of clerical, secretarial, administrative and/or administrative support function;
- (u) "officers" means employees employed as staff officers whose primary function consist of services to the membership, and as required in assisting the National Officers in carrying out their responsibilities.

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 Unless otherwise expressly stipulated, the provisions of this agreement apply equally to male and female employees.
- 3.04 Part-time employees shall be entitled to the benefits provided under this agreement in the same proportion as their actual weekly hours of work as compared with the normal scheduled weekly hours of work of full-time employees except that the overtime article of this collective agreement shall apply for all hours worked in excess of seven and one-half (7 1/2) hours in a day or thirty seven and one-half (37 1/2) hours in a week.

ARTICLE 4

RECOGNITION

4.01 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 September 7, 1983) employed as officers and office staff in Ottawa, save and except those employed in a confidential and managerial capacity.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.01 The Union recognizes that the Employer has the right, responsibility and authority to manage and operate the U.P.C.E. and that, except to the extent provided herein, this agreement in no way restricts the Employer, or those charged by the Employer with managerial responsibilities, in the exercise of this right, responsibility and authority.

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 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.
- 6.05 A representative shall obtain whenever possible the permission of the Employer before leaving his work to investigate 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 the Employer before resuming his normal duties.
- 6.06 (a) The Employer agrees to recognize a committee of up to one (1) employee of the bargaining unit selected by the Union as the Union's Bargaining Committee. Said employee shall be granted leave with pay to attend any meetings with the Employer in connection with negotiations, including the time to travel to and from said meetings but not including conciliation or mediation meetings. No overtime shall be paid to employees attending negotiation meetings.
- (b) In the event that either party wishes to convene a meeting for the purpose of negotiations, said meeting shall be held at a time and place mutually agreed upon by both parties.
- 6.07 When operational requirements permit, the Employer will grant leave without pay, to an employee participating as a party, a witness or a representative of the A.E.U. in respect to:

- (a) any proceeding before the Ontario Labour Relations Board;
- (b) training related to the duties of a union representative.

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 shall 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 A.E.U. agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.
- 7.04 Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this article, the Employer shall not be obligated to make such deduction from subsequent salary.
- 7.05 For the purpose of applying clause 7.01, deductions from pay for each employee in respect for each calendar month will start with the first month of employment to the extent that earnings are available.

ARTICLE 8

RETENTION OF RIGHTS AND PRIVILEGES

- 8.01 The Employer shall consult meaningfully with representatives of the Union at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this agreement.
- 8.02 Should the Employer merge, amalgamate or combine any of its operations or functions with another 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.
- 8.03 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.
- 8.04 The terms and conditions agreed in the reciprocal agreement between the Alliance and its Components covering the transfer of the employees' benefits will be part of the collective agreement.

ARTICLE 9

INFORMATION TO THE UNION

- 9.01 The Employer will forward to the Secretary of the Union, the name, address and telephone number of all newly hired employees who will be included in the bargaining unit, at the time of commencement of employment with the Employer. The Employer further agrees to inform the Union of the name of any employee in the bargaining unit leaving the employ of the Employer.
- 9.02 An up-to-date seniority list showing the date upon which each employee's employment commenced shall be sent to the Secretary of the Union once a year at the same time as employees are provided with the information outlined in clause 10.02 of this agreement.
- 9.03 That the Employer provide the union with ten (10) copies five (5) English and (5) French of this collective agreement from the printer.

ARTICLE 10

INFORMATION TO EMPLOYEES

- 10.01 There shall be only one (1) employee personal file. Upon request by an employee the employer shall allow the employee to view his personal file and provide him with a copy of any document on the file requested by the employee.
- 10.02 The Employer will provide annually each employee with a statement of his/her leave credits and contribution to the P.S.A.C. Pension Plan.
- 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.

ARTICLE 11

HUMAN RIGHTS

- 11.01 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 or discharge.

The provisions of the Ontario Human Rights Code shall be adhered to. There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practice with respect to employee by reason of age, race, creed, national or ethnic origin, color, religious affiliation, sex, sexual orientation, family status, mental or physical disability, conviction for an offense for which a pardon has been received or membership activity in the Union.

ARTICLE 12

RESTRICTION ON OUTSIDE EMPLOYMENT

- 12.01 An employee shall not be restricted in engaging in other employment or activities outside the hours he 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 of responsibilities involved are likely to impair his ability to perform his duties in an efficient and satisfactory manner.

ARTICLE 13

HOURS OF WORK

- 13.01
- (a) The work week shall be thirty-seven and one-half (37 1/2) hours from Monday to Friday inclusive and the work day shall be seven and one-half (7 1/2) consecutive hours, (including a paid lunch period of one-half hour) 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, and subject to operational requirements as determined from time to time by the employer, 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-seven and one-half (37 1/2) 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) Employees requests under 13.01 (c) (i) shall not be unreasonably withheld.
 - (d) The Employer may require employees to register their attendance in a form or in forms to be determined by the Employer.

13.02 Rest periods

The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day. The employees shall have the option of adding their two (2) rest periods to their lunch period.

13.03 The parties hereby agree to the following procedure relating to leave to be applied to employees who are working a compressed work week in accordance with Article 13.01 above.

(a) Annual leave, compensatory leave and sick leave credits will be converted into hours.

Such leave granted to an employee shall be calculated on the basis of the scheduled hours to have been worked and shall be deducted from the employee's leave credits.

(b) An employee working a compressed work week who is granted leave without pay shall be deducted an amount equivalent to the scheduled working time not being worked by the employee.

(c) It is understood that the conversion into hours under (a) above will be retroactive to January 1, 1985.

(d) Employees working a compressed work week will *not* be required to "make-up" any time as a result of special leave and/or designated paid holidays.

13.04 All employees shall receive an allowance per the current Treasury Board Travel Directive 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 authorized work performed in excess of an employee's scheduled hours of work;
 - (b) "straight-time rate" means the hourly rate of pay;
 - (c) "double-time" means twice (2) straight-time rate;
 - (d) "time and one-half" means one and one-half (1/2) times the hourly rate of pay.
- 14.02 Subject to clause 14.04, an employee, except an officer, who is required to work overtime on his/her scheduled work day is entitled to compensation at the rate of time and one-half (1/2) for the first two hours of overtime, and double time (2t) for all other overtime worked.
- 14.03 Subject to clause 14.04, an employee who is required to work on a day of rest is entitled to compensation at double time (2t) for all hours worked or a minimum of three (3) hours at double time (2t) whichever is greater.
- 14.04 An employee is entitled to overtime compensation under clauses 14.02 and 14.03 for each completed fifteen (15) minute period of overtime worked by him:
- (a) when the overtime work is authorized in advance by the Employer; and
 - (b) when the employee does not control the duration of the overtime work.
- 14.05 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.
- 14.06 Compensatory leave with pay not used by the end of the year in which it is earned may be carried over to the next year and if not liquidated by the end of that year then payment in cash will be made. Payment will be at the employee's hourly rate of pay as at the end of the year.

- 14.07 Employees shall record starting and finishing times of overtime work in a form determined by the Employer.
- 14.08
- (a) An employee who is authorized to work three (3) or more hours following his scheduled hours of work shall be reimbursed his expense for one (1) meal in the amount of eighteen dollars (\$18.00) except that such expenses shall not be reimbursed if a free meal is provided.
 - (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in (a) above, he shall be reimbursed for one additional meal in the amount of eight dollars (\$8.00) except that such expenses shall not be reimbursed if a free meal is provided.
 - (c) Reasonable time to be determined by the Employer shall be allowed to an employee in order that he may take a meal break.
 - (d) An Employee who is authorized to work overtime on a day of rest or a designated paid holiday in his/her headquarters area, and such overtime work includes a meal period, shall be reimbursed expenses for meals in accordance with the current Treasury Board Travel Directive and subject to amendments made to this Directive from time to time 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/she returns to work and works at least two (2) hours after a meal break.

ASSIGNMENT OF OVERTIME

- 14.09
- (a) The Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime on an equitable basis among readily available qualified full-time employees.
 - (b) Except in cases of emergency, callback, or by mutual agreement with an employee, the Employer shall, whenever possible, give at least four (4) hours advance notice of any overtime requirement.

ARTICLE 15

ANNUAL LEAVE

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

15.02 A full-time employee who is entitled to receive pay for at least ten (10) days in each calendar month of a fiscal year shall earn vacation leave at the applicable rates indicated in (a), (b), (c), and (d) below. A full-time employee who is not entitled to receive pay for at least ten (10) days in each calendar month will earn vacation leave at one-twelfth (1/12) of the applicable rate for each calendar month for which he is entitled to receive pay for at least ten (10) days.

Effective January 1, 1991, the following rates shall be earned by employees:

- (a) Three (3) weeks per fiscal year if he has completed less than five (5) years of continuous employment;
- (b) Four (4) weeks per fiscal year after he has completed five (5) years of continuous employment;
- (c) Five (5) weeks per fiscal year after he has completed thirteen (13) years of continuous employment;
- (d) Six (6) weeks per fiscal year after he has completed twenty (20) years of continuous employment.
- (e) Seven (7) weeks per fiscal year after he has completed twenty-seven (27) years of continuous employment.

NOTE: In the event that an agreement is reached between the Public Service Alliance of Canada and Canada Post Corporation which is an improvement on the leave criteria noted above, the members of this bargaining unit will receive the same improved leave benefits.

15.03 Subject to the provisions of clause 15.12 where reasonable operational requirements preclude employees from taking vacation leave with pay at the same time, seniority shall prevail.

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

year.

- 15.05 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.
- 15.06 By mutual agreement the Employer shall authorize the carry-over of vacation leave not exceeding one (1) year's entitlement.
- 15.07 If, by October 1st in a given year, the Employer has not authorized the carry-over of the balance of vacation leave entitlement accruing for that year in accordance with Article 15.06, 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.
- 15.08 If an employee becomes ill or becomes entitled to special 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 claimed is supported by a certificate signed by a qualified medical practitioner.
- 15.09 Where, during any period of vacation leave with pay, an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs:
- (i) in proceeding to his place of duty, and
 - (ii) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled, after submitting such accounts as are normally required by the Employer.
- 15.10 The Employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 15.09 to be reimbursed for reasonable expenses incurred by him.
- 15.11 If an employee dies or otherwise ceases to be employed he or his 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 employment.

15.12 Subject to operational requirements, the Employer shall make every reasonable effort to grant an employee his annual leave at dates specified by him.

Selection shall be completed by February 28th to allow the employer to post the vacation leave schedule by April 1st. In the event that two or more employees who submitted their annual leave request by February 28th for the same leave period, seniority shall prevail.

15.13 Once an employee's vacation period has been approved in accordance with this article that vacation period may not be displaced by a more senior employee.

ARTICLE 16

SICK LEAVE WITH PAY

Credits

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

Granting of sick leave

- 16.02 An employee shall be granted sick leave with pay when he is unable to perform his duties because of illness or injury provided that:
- (a) he satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and
 - (b) he has the necessary sick leave credits.
- 16.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirement of clause 16.02 (a), if the period of leave with pay requested does not exceed five (5) working days, but no employee shall be granted more than ten (10) working days, sick leave with pay in a fiscal year solely on the basis of statements signed by him.
- 16.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 16.02, sick leave with pay may, for a period up to fifteen (15) working days, at the discretion of the Employer be granted to an employee, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for reasons other than death or lay-off, the recovery of the advance from any monies owed the employee.
- 16.05 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

- 16.06 If an employee becomes ill during a period of compensatory leave and such illness is supported by a medical certificate, the employee shall be granted sick leave and his compensatory leave credits shall be restored to the extent of any concurrent sick leave granted.
- 16.07 An employee is entitled to leave with pay for time lost due to quarantine where he is unable to work as certified by a qualified medical practitioner and granted leave without charge to leave credits.
- 16.08 Completed leave forms pertaining to sick leave, and medical certificates where required, must be submitted by the employee on the first day he returns to work following the sick leave period.

ARTICLE 17

SPECIAL LEAVE WITH OR WITHOUT PAY

17.01 An employee who is granted leave up to one (1) year under this collective agreement shall return to his position upon the termination of his leave. The employee shall give the Employer at least thirty (30) days' advance notice of the date of his return to work.

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, step-mother or foster parents), brother, sister, spouse, child, grand-child, step-child, or ward of the employee, father-in-law, mother-in-law, grand-parents and other relative permanently residing in the employee's household or with whom the employee permanently resides.

- (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 up to four (4) days for purposes relating to the bereavement but not extending beyond the date following the day of the funeral and may, in addition, be granted up to three (3) days' leave with pay for the purposes of travel related to the death.
- (b) In special circumstances and at the request of the employee, bereavement leave with pay may be extended beyond the day following the day of the funeral but the total number of days granted shall be consecutive, shall not exceed the number provided for in paragraph (a) above, and must include the day of the funeral.
- (c) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his son-in-law, daughter-in-law, brother-in-law or sister-in-law.

- (d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave with pay under paragraph (a), (b) or (c) of this clause, he shall be granted bereavement leave with pay and his compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (e) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. Upon request, the Employer may, after considering the particular circumstances involved, grant leave with pay for purposes other than those specified in this article.

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 his position;
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it, or;
 - (v) before an arbitrator or umpire or a person or a body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

17.04

Maternity Leave

- (a) 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 section (b) of this clause, 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-six (17) weeks after the date of the termination of her pregnancy subject to clause 17.04 (d).

Notwithstanding paragraph a):

- (i) where the employee has not yet proceeded on maternity leave without pay and new newborn child is hospitalized, or
- (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.

- (iii) the extension described above shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

(b) The Employer may:

- (iv) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;

- (ii) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy;

- (iii) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.

(c) Leave granted under this clause shall be counted in the calculation of

“continuous employment” for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes. During such leave, the Employer will continue to pay its applicable share of pension and benefit plans.

- (d)
 - (i) An employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to applicable provisions of the Employment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan. While in receipt of this allowance, the employee shall continue to accumulate annual leave and sick leave credits.
 - (ii) Employees shall have no vested right to payments under the plan, except to payments during a period of unemployment specified in the plan.
 - (iii) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- (e) An applicant under sub-clause (d) shall sign an agreement with the Employer providing:
 - (i) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
 - (ii) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Employer's consent.
- (f) Should the employee fail to return to work or fail to return for the total period, as per the provisions of paragraph (e), the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance on a pro-rata basis.

Special Maternity Allowance for Totally Disabled Employees.

- (g) An employee who fails to satisfy the eligibility requirement specified in 17.04 d) i) solely because of a concurrent entitlement to benefits under the Disability Insurance (DI) Plan prevents her from receiving Employment Insurance pregnancy benefits shall be paid, in respect of each week of maternity allowance not received for this reason, the

difference between ninety-three percent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan.

- (h) An employee shall be paid an allowance under this clause and under clause 17.06 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the Employment Insurance Act had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph a).

17.05

Parental Leave

- a) An employee shall receive twenty-one (21) hours of leave with pay for needs related to the birth or adoption of the employee's child. A pregnant employee shall be entitled to this twenty-one (21) hours of leave immediately prior to the commencement of maternity leave.
- b) An employee requiring leave for reasons pertaining to the birth or adoption of a child joining their immediate family shall be granted up to thirty-seven (37) weeks leave without pay.
- c) A notice that leave will be requested under this clause shall be made at least three (3) months prior to the expected date of commencement of that leave. The employee shall make every effort to keep the Employer informed of leave requirements. Notice of the leave requirement may be waived by the Employer.
- d) The Employer may:
 - i) defer the commencement of parental leave without pay at the request of the employee;
 - ii) require an employee to submit a birth certificate for the child or evidence of adoption.
- e) Parental leave without pay utilized by an employee-couple in conjunction with the birth or adoption of a child shall not exceed a total of thirty-seven (37) weeks for both employees combined.
- f) Leave granted under this clause shall be counted in the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted

for pay increment purposes. During such leave the Employer will continue to pay its applicable share of pension and benefit plans.

- g)
 - i) An employee who provides the Employer with proof that he/she has applied for and is in receipt of employment insurance benefits pursuant to applicable provisions of the Employment Insurance Act, shall be paid a parental leave allowance in accordance with the Supplementary Employment Benefit Plan. While in receipt of this allowance the employee shall continue to accumulate annual leave and sick leave credits.
 - ii) Employees shall have no vested right to payments under the plan, except to payments during a period of unemployment specified in the plan.
 - iii) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- h) An applicant under sub-clause (g) shall sign an agreement with the Employer providing:
 - i) that the applicant will return to work and remain in the Employer's employ for a period of at least six (6) months after the return to work;
 - ii) that the applicant will return to work on the date of the expiry of the parental leave, unless this date is modified with the Employer's consent.
- i) Should the employee fail to return to work, or fail to return for the total period, as per the provisions of sub-clause h), for reasons other than death, the employee recognizes that he/she is indebted to the Employer for the amount received as parental leave allowance on a pro-rata basis.

Special Parental Allowance for Totally Disabled Employees

- j) An employee who fails to satisfy the eligibility requirement specified in 17.05 g) i) solely because of a concurrent entitlement to benefits under the Disability Insurance (DI) Plan prevents the employee from

receiving Employment Insurance parental benefits shall be paid, in respect of each week of maternity allowance not received for this reason, the difference between ninety-three per cent (93%) of the employee weekly rate of pay and the gross amount of his/her weekly disability benefit under the DI Plan.

- k) An employee shall be paid an allowance under this clause and under clause 17.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the Employment Insurance Act had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph a).

Maternity Leave and Parental Leave
Supplementary Employment Benefits

17.06 In respect of the period of maternity leave, payments made according to the Supplementary Employment Benefit Plan,

- a) an allowance of ninety-three per cent (93%) of her weekly rate of pay for each week of the two week waiting period less any other monies earned during this period; and/or
- b) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the Employment Insurance Act, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.

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

- a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period.
- b) other than has provided in sub-paragraph c) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the Employment Insurance Act, the difference between the gross weekly amount of Employment Insurance parental benefits

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

- c) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12 (7) of the Employment Insurance Act, the parental allowance payable under the SUB Plan described in paragraph b) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12 (7) of the EI Act.

Transitional Provisions

If, on the date of signature of the collective agreement, an employee is currently in maternity or parental leave, or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of Articles 17.04, 17.05, 17.06 and 17.07 (whatever article numbers are apply).

17.08 Leave with Pay for Spousal Union

- (a) After completion of one (1) year's continuous employment with U.P.C.E., an employee who gives the Employer at least five (5) days' notice shall be granted five (5) days leave with pay for the purpose of declaring a spousal union with another person in a public ceremony. This ceremony may be civil, secular or religious.
- (b) For an employee with less than two (2) years of service in the event of termination of employment for reasons other than death within six (6) months after the granting of a Spousal Union 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.

17.09 Leave with Pay for Family Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (including common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents) or any relative residing in the employee's household or with whom the employee permanently resides.

- (b) Leave with pay for family related responsibilities shall be granted as follows:
 - (i) Up to five (5) consecutive days of leave with pay to provide for the immediate and temporary care of sick member of the employee's family;
 - (ii) up to one-half (1/2) day of leave with pay to take a member of the employee's family for medical or dental appointments, or for appointments with appropriate school authorities or adoption agencies.
- (c) The total of the leave with pay granted under this section i.e. leave with pay for family related responsibilities during a fiscal year shall not exceed the scheduled weekly hours of the employee.

17.09.1 Leave With Pay for Personal Needs

Leave with pay, up to 15 hrs per calendar year, shall be granted to an employee for the purpose of attending personal appointment(s).

17.10 Leave With Pay for Birth or Adoption of a Child

Leave with pay shall be granted as follows:

- (a) Up to one (1) day of leave with pay to an employee for needs related to the adoption of a child, which may be divided into two (2) periods and granted on separate days;
- (b) up to one (1) day of leave with pay to an employee for needs related to the birth of his child, which may be divided into two (2) periods and granted on separate days.

17.11 Injury-on-Duty Leave With Pay

An employee shall be granted injury-on-duty leave with pay for such reasonable period to be determined by the Provincial Workers' Compensation Board for:

- (a) personal injury received in the performance of his duties and not caused by the employee's willful misconduct, or

- (b) an industrial illness or disease arising out of and in the course of his employment,

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

17.12 Leave Without Pay for Personal Needs

- (a) Subject to operational requirements, the Employer may grant leave without pay for a period of up to one (1) year to an employee for personal needs, including parental and other family related reasons. Such leave shall not be unreasonably withheld.
- (b) Leave without pay in excess of three (3) months, granted under paragraph (a) shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay and vacation leave for the employee involved.
- (c) An employee is entitled to leave without pay for personal needs only once under (a) of this clause during his total period of employment in U.P.C.E. Leave without pay granted under this clause may not be used in combination with maternity, paternity, or adoption leave without the consent of the Employer.

17.13 Leave Without Pay for the Care and Nurturing of Pre-school children

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

17.14 Leave Without Pay to Accompany Spouse (including common-law spouse)

- (a) At the request of an employee, leave without pay for a period up to one (1)

year shall be granted to an employee whose spouse (including common-law spouse) is permanently relocated and up to five (5) years to an employee whose spouse (including common-law spouse) is temporarily relocated.

- (b) Leave without pay granted under paragraph (a) shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved.
- (c) Leave without pay granted under paragraph (a) shall not count for pay increment purposes.

17.15

Other Leave With or Without Pay

At its discretion, the Employer may grant:

- (a) Leave with pay when circumstances not directly attributable to the employee, prevent his reporting for duty. Such leave will not be unreasonably withheld.
- b) One day of special leave with pay for the services provided to the UPCE membership during the UPCE Triennial Convention. Such leave must be taken within one month of the UPCE Triennial Convention and at a time convenient to both the employee and the Employer.
- c) Upon request of an employee, one day of special leave with or without pay for the purposes relating to the permanent move of an employee and employee's household to a new location.
- d) Leave with or without pay for purposes other than those specified in this agreement.

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

17.17 Holiday Season Leave

- a) Employees not designated as essential by the Employer shall be granted leave with pay for regular working days falling in the period between December 26th and January 2nd.
- b) Employees designated as essential by the Employer and who are required to work the regular working days between December 26th and January 2nd, shall be subject to the overtime provisions of Article 14.
- c) Employees designated as essential by the Employer and who work the regular working days between December 26th and January 2nd, shall be credited with one (1) day vacation leave for each day worked during this period.
- d) Except for unforeseen circumstances, employees will be advised by December 1st if they are designated essential and will be required to work during this period.
- e) For greater certainty, only designated employees may work during this period.

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 18

DESIGNATED PAID HOLIDAYS

- 18.01 The following days shall be designated paid holidays
- (a) New Year's Day
 - (b) January 2 for all employees who work in Quebec. For those employees who do not work in Quebec, a floating holiday to be scheduled in a manner similar to annual as described in 15.10, 15.11 and **15.13 a)**. This floating day must be taken in the calendar year and cannot be banked for use in later calendar years.
 - (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 purpose of this agreement.
 - (n) Heritage Day, to be celebrated as a floating holiday. This day shall be scheduled in a manner similar to annual leave as described in 15.10, 15.11 and **15.13 a)**. 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.
- 18.02 An employee absent without pay on both his full working day immediately preceding and his full working day immediately following a designated holiday is not entitled to pay for the holiday.
- 18.03 When a day designated as a holiday under Article 18.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following his day of rest.

- 18.04 (a) Subject to the provisions of sub-clause 14.03 when an employee is required by the Employer to work on a designated paid holiday, he shall be paid in addition to the regular pay for that day double time (2T) for all hours worked.
- (b) The employee concerned shall receive the overtime payment not later than the end of the month following that in which it was earned.
- 18.05 Where a day that is a designated holiday for an employee, falls within a period of leave with pay, that day shall count as a holiday and not as a day of leave.

ARTICLE 19

SEVERANCE PAY

- 19.01 For the purpose of this article, continuous employment means employment with the U.P.C.E., the Alliance, its predecessor organizations or other Components which have signed the reciprocal agreement on transfer of leave credits with the Alliance.
- 19.02 An employee or his estate shall receive severance pay benefits as specified in (a), (b), (c) and (d) below at his current rate of pay for each completed year of continuous employment:
- (a) One (1) week on retirement when entitled to a pension under section 8.2 or 8.3 of the P.S.A.C. Pension Regulations.
 - (b) One-half (1/2) week on resignation with then (10) or more years of continuous employment and one (1) week on resignation with twenty (20) or more years of continuous employment.
 - (c) One (1) week if terminated involuntarily for any reason other than discipline.
 - (d) One (1) week if the employee dies.
- 19.03 The maximum benefit shall be twenty-eight (28) weeks' pay in respect of which he has not previously been paid severance pay.

ARTICLE 20

PAY AND CLASSIFICATION

- 20.01 An employee shall be paid by cheque every two weeks. To each pay cheque will be attached a stub indicating the employee's and net entitlements and details of all deductions.
- 20.02 Except as otherwise specified in the letter of offer, on appointment, an employee's salary rate will be the minimum of the salary range applicable to the position in which he is appointed.
- 20.03 When an employee is promoted, he shall be entitled to that rate of pay in the salary range of the position to which he is promoted which provides an increase in an amount not less than the lowest annual increment provided for in the new salary range.
- 20.04 If an employee is appointed to a different position, the salary range for which does not permit an increase in an amount as great as that applicable on promotion (see clause 20.02) 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 position from which he was transferred. If there is no such rate in the new salary range, the employee shall continue to receive his previous salary rate until such time as a higher rate is provided in the new salary rate, at which time and effective the date thereof, he shall be entitled to the salary rate which is closest to but not less than his previous salary rate.
- 20.05 An employee to whom clause 20.04 applied shall retain his increment date if he had not reached the maximum rate in his former position and is not paid the maximum rate in the new position to which he is appointed.
- 20.06 If an employee is promoted or transferred on a date which coincides with the date on which he would otherwise have received a salary increment in respect of his previous position, such salary increment shall be deemed to have been duly authorized before determining the rate of pay applicable to him on promotion or transfer as the case may be.

- 20.07 When an employee is required in writing by the Employer to perform for a temporary period of at least three (3) consecutive working days, the duties of a higher position than the one held by him, such employee shall be paid acting pay from the first day of such temporary period, calculated as if he had been appointed to the higher position. Designated paid holidays shall be counted as time worked for the purposes of determining the qualifying period of three (3) consecutive working days.
- 20.08 The pay increment date for an employee appointed to a position shall be the first day following his anniversary date of the increment period for the position to which the employee was appointed.
- 20.09 The increment period shall be specified in Appendix "A" (Rates of Pay).
- 20.10 An employee is entitled to be paid for services rendered at the pay specified in Appendix "A" for the position to which he/she is appointed.
- 20.11 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.

ARTICLE 21

COMPENSATION FOR TRAVEL

- 21.01 When an employee is required by the Employer to travel outside his headquarters area, and such travel is approved by the Employer, his method of travel shall be determined by the employer and he shall be compensated in the following manner:
- (a) on a normal working day on which he travels but does not work, the employee shall receive his regular pay for the day;
 - (b) on a normal working day on which he travels and works, the employee shall be paid:
 - (i) his regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7 1/2) hours; and
 - (ii) at the applicable overtime rate for additional travel time in excess of seven and one-half (7 1/2) hour period of work and travel, with a maximum payment for such additional travel time not to exceed seven and one-half (7 1/2) hours' pay at the hourly rate of pay;
 - (c) On a day of rest or on a holiday, the employee shall be paid the applicable overtime rate provided the total payment for such travel time does not exceed seven and one-half (7 1/2) 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, his total compensation for travel and work on each such day shall not exceed seven and one-half (7 1/2) hours at the applicable overtime rate, exclusive of his normal salary entitlement for a holiday.

ARTICLE 22

STATEMENT OF DUTIES

- 22.01 Upon written request, an employee shall be entitled to a complete and current statement of duties and responsibilities of his position.
- 22.02 The Employer shall provide an employee within ten (10) days with a copy of the above either when requested or at time of employment, or when there is a change in duties.

ARTICLE 23

NO STRIKE - NO LOCK-OUT

- 23.01 The Union, during the term of this collective agreement, and any employee covered by the said collective agreement or on whose behalf it has been entered into shall not go on strike and the Union shall not declare or authorize a strike of any of the employees. The Employer shall not cause the employees to be locked-out during the period of this collective agreement.
- 23.02 Employees covered by this collective agreement shall have the right to refuse to cross a picket line and to refuse to do the duties of striking workers.
- 23.03 No employee shall be disciplined by the Employer for exercising the rights outlined in this article.

ARTICLE 24

GRIEVANCE PROCEDURE

- 24.01 A grievance is any written complaint made by the Union, an employee or group of employees concerning pay, working conditions, terms of employment, disciplinary actions, release for incompetence or incapacity or the application or interpretation of this agreement.
- 24.02 Before submitting a grievance, an employee is encouraged to discuss the matter with the Employer or his representative. An employee may, if he so desires, be assisted or represented by the Union during such discussions.
- 24.03 An employee may be represented by the Union at each step of the grievance procedure. The Union shall have the right to consult and make representation to the Employer's representative on grievances arising out of this collective agreement and/or where the employee has asked to be represented by the Union at each step of the grievance procedure.
- 24.04 Grievances shall be submitted to the Employer's representative(s).
- 24.05 An employee or the Union may submit a grievance in accordance with clause 24.04. The National President or his/her designate shall be the representative of the Employer to hear the grievance. If the grievance is not dealt with to the employee's satisfaction, the Union may submit the grievance to arbitration.
- 24.06 No person who is employed in managerial capacity shall seek by intimidation, by the threat of discharge or by any other threat or inducement or by any other means to cause an employee to refrain from processing a grievance to each step of the grievance procedure, including arbitration, in accord with the provisions of this Article.
- 24.07 The Employer will agree with the Union on a mutually acceptable arbitrator to whom the grievance in clause 24.06 and 24.07 will be submitted.

- 24.08
- (a) A grievance must be presented within twenty-five (25) working days of the employee becoming aware of the circumstances giving rise to the grievance.
 - (b) A written reply will be given by the Employer to the grievor and his Union representative within twenty (20) working days of receipt of the grievance.
 - (c) If the Employer's reply is not satisfactory to the employee or failing reply, an employee has thirty (30) working days from the expiry of the time limits in which to transmit his grievance to arbitration.
 - (d) Grievances referred to arbitration must be scheduled to be heard within ninety (90) days from the date of referral. If the commencement of the hearing is delayed beyond the ninety (90) days period specified herein, the grievance shall be deemed to have been abandoned unless the hearing is delayed by mutual agreement between the parties or by the arbitrator.
 - (e) The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union representative.
- 24.09 The cost of the arbitrator is divided between the union and the employer at a rate of 50/50.
- 24.10 A grievance must be authorized by the Union prior to its presentation or transmitted to any step in the grievance procedure including arbitration.
- 24.11 For the purpose(s) of this article, the Employer will grant leave with pay to an employee and/or his union representative at any level, and/or arbitration hearing.
- 24.12 The employee will advise her supervisor prior to her meeting with the union and she will advise her supervisor once she is returning to her work station.

ARTICLE 25

JOINT CONSULTATION

- 25.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matter of common interest.
- 25.02 The Employer will grant leave with pay to a reasonable number of employees for the purposes of meetings with the Employer on behalf of the Union.

ARTICLE 26

WELFARE PLANS AND BENEFITS

- 26.01 The Employer will pay one hundred percent (100%) of the P.S.A.C. Dental Plan.
- 26.02 The Employer will pay one hundred percent (100%) of the premium for the Long Term Disability Benefits of the P.S.A.C. Group Insurance Plan.
- 26.03 (a) The Employer will pay one hundred percent (100%) of Medical and Hospital Insurance Plan (OHIP) for employees residing in the Province of Ontario.
- (b) The Employer will pay one hundred percent (100%) of the premiums for the Extended Health Care Plan.
- (c) The Employer will pay one hundred percent (100%) of a Life Insurance Plan equal to two (2) times the employee's annual salary to the highest thousand.
- 26.04 The Pension Plan will be indexed.
- 26.05 If the premiums paid by the Employer for any employee benefits are reduced as a result of any legislative change or action, the amount of 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.
- 26.06 The Union shall be consulted on any proposed amendments or changes with respect to welfare plans and benefits.
- 26.07 For the purpose of this article, for each calendar month for which an employee has received pay for at least ten (10) days, the Employer shall pay the portion of the premium for the benefit plans as specified in the article.
- 26.08 Subject to the conditions in effect at the date of signing of this agreement, and subject to clause 26.04, all employees in the bargaining unit are entitled to the benefit plans specified in this article from the date they become eligible.
- 26.09 Employees shall receive free parking space at their place of employment (on P.S.A.C. property) if available.
- 26.10 The Employer shall pay the Employer's contributions/premiums for the first 3 months to all benefit plans when an employee is on sick leave without pay.

ARTICLE 27

EDUCATION AND TRAINING

- 27.01 An employee who undertakes a training course outside his normal hours of work may, at the discretion of the Employer, be reimbursed in whole or in part for the direct expense of instruction, that is, the expenses which must be paid to complete the training, and which are not primarily of a personal character. Such reimbursement shall not be unreasonably withheld.
- 27.02 To be eligible to receive reimbursement, the employee must fulfill two conditions:
- (a) obtain the Employer's approval for the proposed training before it commences;
 - (b) satisfactorily complete the training, including the passing of any final examination related to the course, or if there is no final examination, establish an excellent record of attendance.
- 27.03
- (a) Full reimbursement of the direct expenses of instruction will be made in some circumstances, 50% in others and in some circumstances no reimbursement. In making its decision, the Employer will consider the immediacy and the degree to which additional training can be applied to the work.
 - (b) Full reimbursement of the direct expenses of instruction may be approved in situations in which a specific training need in relation to the present work of an employee has been identified. Reimbursement of 50% of the direct expenses of instruction is applicable in other cases where need is less specific, or is based more on opinion than rigorous analysis. This would include situations in which the need cannot be determined precisely, where there is no immediate link between completion of training and assignment of new work to the trainee or where training anticipates long-term general needs of the U.P.C.E.
 - (c) Reimbursement will only be approved for training which as a minimum relates directly to the general need of the U.P.C.E. and to the reasonable career aspirations of employees.

27.04 In certain instances, the U.P.C.E. may require the employee to give a written undertaking to continue his employment with the U.P.C.E. 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 employment.

27.05 Examination Leave With Pay

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

27.06 Education Leave Without Pay

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

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

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

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

If the employee:

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

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

27.10 Career Development Leave With Pay

- (a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
 - (i) a course given by the 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) language training.
- (b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 27.10 (a) above. The employee shall receive no compensation under Article 14 (Overtime) and Article 21 (Compensation for Travel) during the time spent on career development leave provided for in this clause. Such request shall not be unreasonably withheld.

- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

27.11 Where operational requirements permit, U.P.C.E. employees shall be able to attend courses offered by the P.S.A.C./U.P.C.E. without loss of pay.

ARTICLE 28

BILINGUAL BONUS

- 28.01 The Employer agrees that a bilingual bonus of \$800.00 per year shall be payable to all eligible employees of the U.P.C.E. 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 Alliance Centre and its Components, with whom the U.P.C.E. must establish and maintain communication when such employees are recognized by the U.P.C.E. as meeting the language proficiency requirements for their positions.
- 28.02 The bilingual bonus shall be payable to a term employee.
- 28.03 An eligible employee is entitled to receive the bilingual bonus during any period of paid leave up to a maximum of sixty (60) consecutive calendar days.
- 28.04 The bilingual bonus shall be a flat annual amount of \$800.00 calculated on a monthly basis and payment will be included in the normal bi-weekly pay cheque.
- 28.05 The bilingual bonus will not be considered as part of an employee's salary or used to compute an employee's salary entitlements for the following:
- (a) transfer
 - (b) promotion
 - (c) overtime calculation
 - (d) severance pay

NOTE

Should the Public Service Alliance of Canada be successful in negotiating an increase to the bilingual bonus in the current round of negotiations with the Canada Post Corporation, the increase will apply to UPCE employees.

ARTICLE 29

PROBATION FOR NEW EMPLOYEES

- 29.01 New employees shall be considered on probation for a period of six (6) months from the date of employment.
- 29.02 Such probationary period may be extended for just cause by the Employer. In such event, the Employer will notify the employee in writing, of such extension of probationary period with reasons for extension. Extension of probationary periods will not exceed a total of six (6) months.
- 29.03 In the event that a new employee proves unsatisfactory in the performance of his duties he may be released by the Employer at any time during the probationary period. The reason(s) for the release will be provided to the employee in writing.

ARTICLE 30

PROMOTIONS AND APPOINTMENTS

- 30.01 (a) Notification of all vacant positions and newly created positions within the bargaining unit shall be conveyed in writing to all employees, so that they shall have an opportunity to make written application for such positions.
- (b) Vacancies to be filled within the bargaining unit, will be first restricted to U.P.C.E. employees, the Alliance employees, the Components' employees, and U.P.C.E. members.
- 30.02 The promotion to positions within the bargaining unit save and except positions excluded from the collective bargaining process shall be the result of a competition based on the following factors:
- (a) skill, competence and efficiency;
- (b) where the factors in sub-clause (a) are relatively equal, seniority shall govern.
- 30.03 The Employer shall not make appointments from outside to any position within the bargaining unit save and except positions excluded from the collective bargaining process until the selection in accordance with clause 30.02 is completed and the selection board determines that there is no qualified candidate.
- 30.04 A successful applicant who was an employee prior to his new appointment within the bargaining unit shall be placed on probation for a period of four (4) months.
- 30.05 In the event an employee is rejected on probation following a promotion from, within the U.P.C.E., the Employer shall place the employee in his/her former position.
- 30.06 The salary to which an employee becomes entitled upon appointment in accordance with clause 30.05 shall be that to which the employee would have been entitled in the former position as if the appointment to the higher position had never been made.
- 30.07 Promotions and appointments shall be the subject of arbitration.

30.08 If a position is identified as bilingual by the Employer, unilingual employees will be eligible to make written application, provided that they undertake to become proficient in the other official language within a two (2) year period from the date on which the Employer approves the employee to commence language training. If an employee fails to meet the language requirements of the position within the above noted two (2) year period, the Employer shall make every possible effort to place the employee in a position equivalent to his former position. An employee shall be granted leave with pay for the purpose of language training and the Employer shall bear all costs associated with such training.

30.09 The Employer agrees to consult with the A.E.U. prior to withdrawing from or accepting any amendment to the reciprocal agreement, internal staffing competitions, signed between the Employer and the Alliance on October 2nd, 1984.

ARTICLE 31

CALL BACK AND REPORTING PAY

- 31.01 (a) 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
- (b) 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:
- (i) compensation at the applicable overtime rate for all hours worked, or
- (ii) 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.

31.02 When an employee, who is recalled to his/her place of work or reports for work on a day of rest or on a designated paid holiday in accordance with clause 31.01, 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.

Time spent by the employee reporting to work or returning to his/her residence shall not constitute time worked.

31.03 Clause 31.01 and 31.02 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 his/her hours of work. Such employees 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 32

DISCIPLINE

32.01 Just Cause and Burden of Proof

- (a) No disciplinary measure in the form of a notice of discipline, suspension or discharge or in any other form shall be imposed on any employee without just, reasonable and sufficient cause and without his receiving beforehand or at the same time a written notice showing the grounds on which a disciplinary measure is imposed.
- (b) In any arbitration relating to a disciplinary measure, the burden of proof shall rest with the Employer and such proof shall be confined to the grounds mentioned in the notice referred to in paragraph (a) above.

32.02 Personal File

- (a) The Employer agrees that there shall be only one personal file for each employee and that no report relating to the employee's conduct or performance may be used against him in the grievance procedure nor at arbitration unless such report is part of the same file.
- (b) No report may be placed in the file or constitute a part thereof unless a copy of the said report is sent to the employee within twenty-five (25) days after the date of the employee's alleged infraction, or of its coming to the attention of the Employer's alleged source of dissatisfaction with him.
- (c) Any unfavourable report concerning an employee and any report concerning an infraction shall be withdrawn from the file after a period of one (1) year from the date of the alleged infraction provided there is no further infraction of a similar nature.

32.03 Access to Personal File

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

32.04 Disciplinary Interview

- (a) The Employer agrees to notify an employee at least twenty-four (24) hours in advance of any interview of a disciplinary nature to indicate:
 - (i) his right to be accompanied by a union representative;
 - (ii) the purpose of the meeting, including whether it involves the employee's personal file;
 - (iii) that if the employee's personal file is to be considered during the interview, the employee and/or his union representative, the latter with the employee's permission, shall, before the meeting, have access to this file in accordance with clause 32.03.
- (b) The employee has the right to refuse to participate or to continue to participate in any interview of a disciplinary nature unless he has received the notice herein above provided for.
- (c) If the employee fails to appear at the interview and does not explain his inability to do so, the Employer shall proceed unilaterally.

ARTICLE 33

SEXUAL AND PERSONAL HARASSMENT

- 33.01 The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment, and the Employer undertakes to discipline any person employed by the Employer engaging in the sexual or personal harassment of another employee.
- 33.02
- a) 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 unwelcome.
 - b) Personal harassment shall be defined as any behaviour by any person that is directed at an employee and is offensive to that employee and undermines their job performance. Job counseling shall not be considered personal harassment.
- 33.03 For the purpose of Article 33 work environment also includes meetings, seminars, courses, etc. held outside of an employee's normal work location.
- 33.04 An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch by both parties to the collective agreement.

ARTICLE 34

TECHNOLOGICAL CHANGE

- 34.01 In this agreement, "technological change" means:
- (a) The introduction by the Employer of equipment or material of different nature or kind than that previously utilized by him in the operation of the business, and
 - (b) A change in the manner in which the Employer carries on the work that is directly related to the introduction of that equipment or material.
- 34.02 In the introduction of technological change, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such change.
- 34.03 Notice: When the Employer is considering the introduction of a technological change:
- (a) The Employer agrees to notify the Union as far as possible in advance of his intention and to update the information provided as new developments arise and modifications are made.
 - (b) The foregoing notwithstanding, the Employer shall provided the Union, at least 90 days before the introduction of a technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- 34.04 Pertinent information included. The notice mentioned in clause 34.03 shall be given in writing and shall contain pertinent data including:
- (a) the nature of the technological change;
 - (b) the date on which the Employer proposes to effect the technological change;
 - (c) the approximate number, type and location of employees likely to be affected by the change;
 - (d) the effects that the technological change may be expected to have on the employees' working conditions or security of employment;
 - (e) all other pertinent data relating to the anticipated effects on employees.

34.05 Union-Management meetings on changes. Where the Employer has notified the Union of its intention of introducing a technological change, the parties undertake to meet within the next fifteen (15) days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions to minimize the adverse effects on employees which might result from such technological change.

34.06 Protection of employees. In order to render effective the principle established in clause 34.02, the Employer agrees to the following provisions, which are designed to protect all employees covered by this agreement:

- (a) Guaranteed employment. Except otherwise provided in this agreement, the Employer guarantees continuous employment to all employees covered by this agreement until the signing of the next collective agreement between the parties.
- (b) Guaranteed rates of pay. For the period of continuous employment guaranteed in the previous sub-clause, an employee shall retain his corresponding rates of pay regardless of any reassignment to other duties.
- (c) Retraining. Any employee either voluntarily or compulsorily reassigned to a position as a result of these changes shall be provided with whatever amount of retraining he requires during his hours of work with full pay from the Employer and at no additional cost to the employee. Any employee who refuses to take retraining may be subject to termination of employment.

ARTICLE 35

HEALTH AND SAFETY

35.01 Preamble

The Employer agrees to take appropriate measures as deemed necessary with a view to ensuring that employees, during their course of employment, work in a safe and healthy environment.

The Employer and the Union agree to encourage the employees to work in a safe manner and the employees shall observe the safety and health rules and practices established by the Employer from time to time, as a measure of protection for themselves and others.

35.02 Joint Health and Safety Committee

A Joint Health and Safety Committee of equal representation shall be established, if needed.

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

35.03 First-aid training

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

35.04 Special examinations

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

35.05 Medical examinations

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

35.06 Operating procedures

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

35.07 Injured employees

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

35.08 Health and safety information

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

35.09 Imminent danger

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

35.10 Grievance procedure

The existence of health and safety hazards in the workplace are subject to Article 24 (Grievance Procedure) of this collective agreement.

ARTICLE 36

EXPENSES AND ALLOWANCES FOR OFFICERS

- 36.01 Officers shall be reimbursed for the use of their privately owned automobile on Employer business, as per the Treasury Board Directive, as amended from time to time.
- 36.02 (a) An officer shall be required to carry commercial insurance on his/her car. The Employer agrees to reimburse the additional cost of commercial insurance at the good driver rate to the following extent:
- \$1,000,000 public liability and property damage;
 - \$100.00 deductible for collision;
 - and comprehensive coverage with \$25.00 deductible
- (b) Notwithstanding paragraph 36.02 (a), if an officer chooses to drive a luxury car, sports car or high performance car on Employer business, he shall be reimbursed the lesser of:
- the actual cost of auto insurance under paragraph 36.02 (a); or
 - an amount equal to the cost of insuring a full-size eight cylinder North American automobile of the same year as the officer's insured automobile.
- (c) The Employer shall not reimburse officers for any additional insurance premium for such items as:
- additional family member driver premium; or
 - poor driver premium or any other factor which includes the premium cost beyond the standard premiums for the "good driver rate".
- 36.03 When in the course of performing his duties for the Employer, an officer is required, by the Employer to use transportation other than his own automobile, the Employer will pay the full cost of such transportation.

36.04

An officer shall be considered to be in travel status during each day:

- (a) he is out of his headquarters area on approved Employer business for any period of time which includes one (1) meal or more; or
- (b) he is out of his headquarters area on approved Employer business for a period of time which includes the supper hour and overnight accommodation is required; or
- (c) he is required, by the Employer, to be in-residence at a commercial establishment on Employer business.

ARTICLE 37

TRAVEL STATUS REIMBURSABLE EXPENSES

37.01 When an employee is on travel status he/she shall be reimbursed in the following manner for expenses incurred while performing his/her duties for the Employer:

For each day that the employee is on travel status and meals must be purchased by the employee, the amount of reimbursement shall be in accordance with the provisions of clause 14.08 d) to cover the cost of meals plus the incidental expense as outlined and amended from time to time in the Treasury Board Travel Directive.

37.02 When in the course of performing his duties for the Employer, an employee requires overnight accommodation he shall be reimbursed the cost of hotel accommodation upon the provision of receipts. If the employee chooses to make private arrangements for overnight accommodation he shall be reimbursed at the private accommodation rate outlined and amended from time to time in the Treasury Board Travel Directive.

37.03 Upon the provision of receipts, employees shall be reimbursed for all parking expenses incurred while performing their duties for the Employer.

37.04 Employees shall be reimbursed for all toll fees incurred while performing their duties for the Employer.

37.05 In addition to paying the specific allowances, benefits, and reimbursable expenses outlined in this Article, the Employer shall reimburse employees for other reasonable expenses incurred while performing their duties for the Employer, provided that the employee has received prior authorization for such expenses and that such expenses are supported by receipts.

37.6 One phone call (10 minutes) per five (5) days in travel status or one (1) five (5) minute call for every three (3) days in travel status can be claimed. Another call (three (3) minute call home) is allowed if travel plans change. The change in schedule shall be noted on the travel claim.

ARTICLE 38

SALARY PROTECTION

- 38.00
- a) Where an employee is involuntarily moved from her/his substantive position to a position having a lower salary rate she/he shall continue to receive the salary of her/his former substantive position.
 - b) The salary referred to in a) shall include salary increases and increments.

ARTICLE 39

MODIFICATION, TERM, RENEWAL OF AGREEMENT

- 39.01 Unless otherwise expressly stipulated, the terms and conditions of this agreement shall become effective on the date of signing and shall remain in force and effect from year to year thereafter unless either party gives to the other party notice in writing that it desires its termination or amendment.
- 39.02 Either party desiring to propose changes or amendments to this agreement shall, within ninety (90) days prior to the expiry date, give notice in writing to the other party. A meeting of the parties will be convened within twenty (20) days of the date on which the notice was served to exchange demands.
- 39.03 This agreement may be amended by mutual consent of the parties.
- 39.04 The parties hereby agree that no changes shall be made in existing rates of pay without mutual consent. The parties further agree that if the Employer creates any new positions or substantially modifies the duties of any existing positions for which the rates of pay are not specified in the existing collective agreement, that the agreement will be re-opened in order to allow to negotiate mutually acceptable rates of pay for the new positions.
- 39.05 This agreement shall be binding and remain in effect from May 1, 2008 up to and including April 30, 2012.

ARTICLE 40

SENIORITY

- 40.01 Seniority shall consist of uninterrupted employment with the U.P.C.E., Alliance and its Components.
- 40.02 The provisions concerning seniority apply to full-time employees.
- 40.03 The seniority list will be calculated on the basis of continuous service as defined in clause 40.01 above, and will subsequently include days lost or gained for seniority purposes (from the effective date that the list is compiled)
- 40.04 Seniority shall be used to accommodate the employee preferences in the following cases:
- (a) selection of work schedules within the work section within positions of a similar nature;
 - (b) choice of vacation periods within the work section within position of a similar nature;
 - (c) in the application of job security provisions;
 - (d) where the factors in Article 30.02 (a) are relatively equal, seniority shall govern.
- 40.05 An employee shall forfeit seniority in the following cases:
- (a) resignation or abandonment;
 - (b) discharge (dismissal);
 - (c) if the employee is assigned, promoted or demoted, transferred, loaned or appointed outside the bargaining unit, unless the employee returns to his former position within six (6) months.
- 40.06 An employee retains but does not accumulate seniority for continuous absences in excess of three (3) months in the following cases:
- (a) clause 17.13 Leave without Pay for the Care and Nurturing of Pre-School Age Children.

- (b) clause 17.12 Leave Without Pay for Personal Needs;
- (c) Clause 17.14 Leave Without Pay to Accompany Spouse.

40.07

- (a) Seniority list shall indicate the following:
 - (i) name of employee
 - (ii) date of appointment
 - (iii) job title
 - (iv) seniority date
- (b) Within sixty (60) calendar days of the posting of seniority list an employee may challenge his seniority credit, stating the reasons for such challenge.

If the employee is absent during all of this sixty (60) day period he may raise the challenge within the next sixty (60) days.
- (c) Once this sixty (60) day period has ended, the list(s) shall be considered official subject to any challenges raised.
- (d) In cases of amendment, the Employer shall advise the Union in writing and the reasons therefore.

ARTICLE 41

JOB SECURITY

41.01 The Employer agrees that employees employed in the Bargaining Unit as of the date of signing of this Collective Agreement shall not be subject to lay-off during the term of this Agreement.

ARTICLE 42

WORK IN THE BARGAINING UNIT

Bargaining Unit work will not be contracted out to non-bargaining unit members.

ARTICLE 43

VOLUNTARY EARLY RETIREMENT/SEVERANCE

At the Employer's discretion, a voluntary early retirement or a separation incentive may be offered at any time to any employee. Where the Employer meets with the employee to advise them of such opportunities, the employee may request and be represented by a union representative.

ARTICLE 44

COOLING-OFF PERIOD

44.01 An employee who willfully 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.

APPENDIX A
RATES OF PAY

AEU - Unit V1 – May 1st, 2008 to April 30, 2012

May 1st, 2008 – 3%

May 1st, 2009 – 3%

May 1st, 2010 – 2.75%

May 1st, 2011 – 2.75%

Band6

3%	May 2008	49924	51424	52966	54554	56190
3%	May 2009	51422	52967	54555	56191	57876
2.75%	May 2010	52836	54424	56055	57736	59468
2.75%	May 2011	54289	55921	57597	59324	61103

Band7

3%	May 2008	55177	56832	58537	60294	62102
3%	May 2009	56832	58537	60293	62103	63965
2.75%	May 2010	58395	60147	61951	63811	65724
2.75%	May 2011	60001	61801	63655	65566	67531

Band 9

3%	May 2008	65683	67653	69684	71773	73925
3%	May 2009	67653	69683	71775	73926	76143
2.75%	May 2010	69513	71599	73749	75959	78237
2.75%	May 2011	71425	73568	75777	78048	80389

Band 11

3%	May 2008	77688	80020	82420	84892	87440
3%	May 2009	80019	82421	84893	87439	90063
2.75%	May 2010	82220	84688	87228	89844	92540
2.75%	May 2011	84481	87017	89627	92315	95085

APPENDIX B
MEMORANDUM OF AGREEMENT
BETWEEN
THE UNION OF POSTAL COMMUNICATIONS EMPLOYEES
AND
THE ALLIANCE EMPLOYEES' UNION

The parties agree that there is a need to participate in some recreational activity. To this end the employer agrees to reimburse all employees \$500.00 per year payable once a year between January and December upon request of the employee.

APPENDIX C
MEMORANDUM OF AGREEMENT
BETWEEN
THE UNION OF POSTAL COMMUNICATIONS EMPLOYEES
AND
THE ALLIANCE EMPLOYEES' UNION

Vision Care

Should the P.S.A.C. agree to improvements (Units 1, II, and X), with respect to Vision Care for its employees, the Employer agrees to implement the same improvements for its employees on the same effective date as the P.S.A.C.

APPENDIX D
MEMORANDUM OF AGREEMENT
BETWEEN
THE UNION OF POSTAL COMMUNICATIONS EMPLOYEES
AND
THE ALLIANCE EMPLOYEES' UNION

Signing Bonus

The employer agrees to pay each member of the bargaining unit a one time only lump sum payment of \$500.00 within five (5) days of the ratification of the collective agreement.

Richard L. Des Lauriers

Lucette Charron

Mike Moeller

Lyne Cabana

APPENDIX E
MEMORANDUM OF AGREEMENT
BETWEEN
THE UNION OF POSTAL COMMUNICATIONS EMPLOYEES
AND
THE ALLIANCE EMPLOYEES' UNION

Maternity/Parental Leave Provisions

Should the PSAC agree to improvements (Unit 1, 11, X) with respect to Maternity/Parental Leave Provisions for its employees, the Employer agrees to implement the same improvements for its employees on the same effective date as the PSAC.

Richard L. Des Lauriers

Lucette Charron

Mike Moeller

Lyne Cabana

SIGNED IN OTTAWA, October 20th , 2008

UNION OF POSTAL COMMUNICATIONS
EMPLOYEES

Richard L. Des Lauriers

Mike Moeller

ALLIANCE EMPLOYEES'
UNION

Lucette Charron

Lyne Cabana

LETTER OF UNDERSTANDING
BETWEEN
THE UNION OF POSTAL COMMUNICATIONS EMPLOYEES
AND
THE ALLIANCE EMPLOYEES UNION – UNIT V1

August 10, 2004

Mrs. Nicole Dubé
Negotiator
Alliance Employees Union

This will confirm that should the Public Service Alliance of Canada be successful in negotiating an increase to the bilingual bonus in the current round of negotiations with the Canada Post Corporation, the increase will apply to UPCE employees as of May 1, 2004.

Regards,

Luc Guevremont
UPCE National President