

AEU COLLECTIVE AGREEMENT

COLLECTIVE AGREEMENT BETWEEN

UNION OF CANADIAN TRANSPORTATION EMPLOYEES (EMPLOYER)

AND

**THE ALLIANCE EMPLOYEES' UNION (UNION)
(UNIT XI)**

From May 1st, 2007 to April 30, 2010

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ARTICLE 1 PURPOSE

- 1.01 It is the desire of both parties to this agreement:
- (a) to maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
 - (b) to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, services, etc.;
 - (c) to encourage efficiency in the operation of the Union of Canadian Transportation Employees and to provide the best service to its members;
 - (d) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

ARTICLE 2 DEFINITION AND RECOGNITION

- 2.01 For the purpose of this Agreement,
- (a) “Bargaining unit” means the employees of the Employer, as described in Article 2 (Recognition);
 - (b) A “common-law spouse” relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse, and continues to live with that person as if that person were his/her spouse irrespective of gender.
 - (c) “compensatory leave” means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave or when compensatory leave is paid in cash shall be based on the employee’s hourly rate of pay received on the day immediately prior to the day on which leave is taken.
 - (d) “employee” means a person who is a member of the bargaining unit including term and part-time employees.

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- (e) “Employer” means the Union of Canadian Transportation Employees.
- (f) “spouse” means a person to whom an employee is legally married, or a person with whom an employee has cohabited for a continuous period of at least one (1) year and who has been identified to the Employer as the employee’s spouse irrespective of gender
- (g) “term employee” means a person who is employed by the Employer for a specific period of time to perform duties either on a full-time or part-time basis but who ceases to be employed when the specified period of time is terminated unless the specified period of time is extended by another specified period of time or terminated prior to the specified period
- (h) “Union” means the employees’ certified bargaining agent.
- (i) “President” means the National President of the UCTE or his alternate during his absence for a period of five (5) days or more.
- (j) Words importing the masculine gender include the feminine gender.

2.02 The Employer recognizes the Union as the sole exclusive bargaining agent for the non-excluded non-labour relations officers (as per Memorandum of Agreement, Appendix “D”) of the Employer and hereby consents and agrees to negotiate with the Union concerning matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

2.03 No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representatives which conflict with the terms of this Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

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

ARTICLE 4 UNION SECURITY

- 4.01 All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union. All future employees of the Employer shall, as a condition of continuing employment, become and remain members in good standing in the Union within thirty (30) days of employment with the Employer.
- 4.02 The Employer shall deduct from the pay of each employee and deposit to the account of the Union, an amount of membership dues as determined by the Union.
- 4.03 All competition posters issued by the Employer to fill vacancies of the bargaining unit shall note that the terms and conditions of employment are negotiated with the Union.

ARTICLE 5 APPOINTMENT OF REPRESENTATIVES

- 5.01 (a) The Employer acknowledges the right of the Union to appoint employees as representatives of the Union.
- (b) The Union agrees to limit the appointment of representatives to a reasonable number.
- (c) The Union shall notify the Employer, in writing, of the names of the representatives.
- 5.02 A representative shall obtain the permission of his immediate supervisor before leaving his work to investigate with fellow employees complaints of an urgent nature, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. The representative shall report back to his immediate supervisor before resuming his normal duties.
- 5.03 The Employer agrees to limit to one (1) AEU Unit XI member and one (1) AEU negotiator selected by the Union as their committee for bargaining and handling of other matters arising out of the Agreement. Such member shall suffer no loss of salary carrying out these functions while meeting with management.

ARTICLE 6 MATTERS OF MUTUAL CONCERN

- 6.01 The Employer agrees to engage in meaningful consultation on all matters not specifically covered by the present collective agreement.

ARTICLE 7 GRIEVANCE PROCEDURE

- 7.01 A grievance is any written complaint made by an employee or group of employees who feel they have been treated unjustly or consider themselves aggrieved by any action or lack of action by the Employer, in matters other than the classification grievance process.

- 7.02 Before submitting a grievance an employee shall be encourage to discuss the matter with the Employer. An employee may, if he or she desires, be assisted or representated by the Union during such discussions.

- 7.03 **The Union shall represent the** employee at each step of the grievance procedure **unless the employee waives their right to representation.**

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

- 7.05 Step 1

An employee may submit a grievance, in accordance with clause 7.04. The President is the authorized representative of the Employer at Step 1.

- 7.06 Step 2

If the President does not deal with the grievance to the employee's satisfaction, the employee may submit the grievance to Step 2, in accordance with clause 7.04 which shall be the National Executive, excluding the National President.

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7.07 Step 3

If the National Executive does not deal with the grievance to the employee's satisfaction, the Union may submit the grievance to a mutually acceptable third party. If the parties do not agree on a third party, the matter shall be referred to the appropriate Minister of Labour, who will be requested to appoint an arbitrator.

7.08 The arbitrator shall within seven (7) days render his written decision in accordance with this Agreement. Such decision shall be final and binding on both parties. Expenses shall be shared equally by the Employer and the Union.

7.09 The Employer shall grant time off with pay to the grievor and his representative concerning the grievance, when such a meeting is convened by the Employer.

7.10 (a) Step 1 – A grievance must be presented at the first step within twenty-five (25) working days of the employee becoming aware of the circumstance giving rise to the grievance. The Employer shall render his decision in writing within twenty (20) working days of receipt of the grievance at Step 1.

(b) Step 2 – If the Employer's reply is not satisfactory to the employee or failing a reply at Step 1, the employee has ten (10) working days from the expiry of the time limit in clause 7.10 (a) in which to transmit the grievance at Step 2. The Employer shall render his decision in writing within ten (10) working days of receipt of the grievance at Step 2.

(c) Step 3 – Failing satisfactory settlement at Step 2, the employee has thirty (30) working days from the expiry of the time limit for response at Step 2 in which to transmit his grievance to arbitration.

(d) Extension of time limits may be granted by mutual written agreement between the Employer and the employee, and where applicable, the Union.

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

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- 7.12 When an employee is awarded a disciplinary action resulting in suspension and/or discharge or when an employee is released for incompetence or incapacity except during his/her initial probationary period, the grievance procedure set forth in this agreement shall apply, except that the grievance may be presented at Step 2 of the procedure should both parties agree.
- 7.13 If the appointed arbitrator is unable to complete his written decision as the result of unforeseen circumstances, an alternate shall be appointed as per clause 7.07.
- 7.14 A grievance related to the interpretation or application of the collective agreement must be authorized by the Union prior to its presentation to the Employer.

ARTICLE 8 CROSSING OF PICKET LINES

- 8.01 Employees shall have the right to refrain from crossing legal picket lines without suffering loss of pay or benefits. Employees who exercise this right shall immediately contact the Employer. In the event the Employer secures temporary office accommodation which would not cause or require employees to cross a legal picket line, employees will report for work at such temporary place of work.

NOTE: This clause is kept in force based on an agreement that AEU will not picket the premises of UCTE for labour disputes involving other AEU members. (1992)

ARTICLE 9 RETENTION OF RIGHTS AND PRIVILEGES

- 9.01 Should the Employer merge, amalgamate or combine any of its operations or functions with another organization during the term of this agreement, the Employer, through whatever merger agreement involved, will protect the current benefits and conditions of employment of the members of the Bargaining Unit.

ARTICLE 10 PAID DESIGNATED HOLIDAYS

10.01 The following days shall be paid designated holidays for all employees, each year:

New Year's Day
January 2nd
Good Friday
Easter Monday
Sovereign's Birthday
Dominion Day
Civic Holiday (first Monday in August)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

Heritage Day, to be celebrated as a floating holiday, and to be taken between January 15 and March 31 of each year. Should a day be proclaimed as "Heritage Day" and should such a day be celebrated in February or March, the floating "Heritage Day" shall cease to exist.

10.02 When a paid designated holiday coincides with an employee's scheduled day(s) of rest, it shall be moved to the employee's first normal working day following his day(s) of rest, unless otherwise mutually agreed between the employee and the Employer.

10.03 Employees required to work on a designated paid holiday shall be paid for such work performed at time and one half (1 ½) their regular or acting rate of pay, in addition to their regular or acting pay for the day.

ARTICLE 11 LEAVE – GENERAL

11.01 Leave credits shall be based on the fiscal year commencing January 1st and ending December 31st.

11.02 An employee who is entitled to receive at least ten (10) days pay in each calendar month of a fiscal year shall earn leave at the applicable rates.

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- 11.03 When an employee has been granted more paid leave than he/she has earned and his/her employment is terminated for any reason except discharge, abandonment of position or resignation, the employee is considered to have earned the amount of leave granted.
- 11.04 With the approval of the Employer, employees who are on strength at the beginning of any year shall be entitled to take anticipated leave prior to such leave being earned, and such approval will not be unreasonably withheld.
- 11.05 The transfer of Leave Credits Agreement between the Employer, the Public Service Alliance of Canada and other participating Components shall apply.

ARTICLE 12 VACATION LEAVE WITH PAY

- 12.01 Three (3) weeks upon commencing employment
Four (4) weeks after four (4) years
Five (5) weeks after ten (10) years
Six (6) weeks after eighteen (18) years
Seven (7) weeks after thirty (30) years
- 12.02 Every effort shall be made to allow vacation when requested by employees. Employees are expected to take all their vacation leave during the vacation year in which it was earned.
- 12.03 Upon request and with the approval of the Employer, an employee shall be permitted to carry over any unused vacation leave credits into the next year up to a maximum of ten (10) days. However, in exceptional circumstances, the Employer may approve the carry over of unused vacation leave credits in excess of ten (10) days.
- 12.04 Holiday coinciding with a day of paid leave. When a day that is a designated paid holiday for an employee falls within a period of leave with pay, that day shall count as a holiday and not a day of leave.
- 12.05 Vacation Pay on Termination. An employee terminating his/her employment at any time in his/her vacation year before he/she has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

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- 12.06 Approved Leave of Absence during Vacation. Where an employee is hospitalized or qualifies for bereavement or any other approved leave during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option, as mutually agreed. The employee shall provide satisfactory evidence of his hospitalization or bereavement.
- 12.07 Vacation pay. If an employee provides a minimum of three (3) weeks notice, his/her regular pay shall be given to that employee on his last pay day prior to the commencement of his vacation period.
- 12.08 When the Employer cancels a period of approved vacation leave, the Employer shall reimburse the employee for all cancellation fees and non-refundable expenses incurred by the employee.
- 12.09 If, at the end of the vacation year an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one half ($\frac{1}{2}$) day, the entitlement shall be increased to the nearest one half ($\frac{1}{2}$) day.

ARTICLE 13 SPECIAL LEAVE WITH OR WITHOUT PAY

- 13.01 (a) At the request of the employee and with the approval of the Employer, leave of absence without pay may be granted for the purpose of being a candidate in federal, provincial or municipal elections.
- (b) An employee who is elected to public office pursuant to clause 13.01 (a) shall be allowed leave of absence without pay during his/her term of office.
- (c) Where there is a need, the Employer shall continue to pay the share of premiums to the various welfare and insurance plans during the period of leave of absence without pay referred to in Section 13.01 (a) and (b).

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13.02 Bereavement Leave

- (a) An employee shall be granted up to five (5) days' leave without loss of salary in the case of the death of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grand-parent, grandchild or former guardian. For foster parent (only once upon proof that person was foster parent), step parent and step child who has been residing the same household, same will apply. Where burial occurs outside the province of the employee, such leave may include, as well, reasonable traveling time, the latter not to exceed seven (7) days.
- (b) An employee is entitled to special leave with pay, up to a maximum of two (2) days leave, in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law.
- (c) **An employee is entitled to one day's special leave with pay when they are named as an Executor of Estate, to carry out their duties.**

13.03 Jury or Court Witness Duty

The Employer shall grant leave of absence to an employee who is called as a juror or witness in any court. The Employer shall pay such an employee the difference between his/her earnings and the payment he/she receives for jury service or court witness excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

13.04 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) Leave with or without pay for purposes other than those specified in this agreement.

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13.05 Maternity Leave

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than **eighteen (18)** weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
 - or
 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized, the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling **eighteen (18)** 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 **eighteen (18)** weeks.
- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 15, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 15, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of

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pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

- (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

13.06 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:

- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,

- (ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits **under the Employment Insurance or Québec Parental Insurance Plan** in respect of insurable employment with the Employer,

and

- (iii) has signed an agreement with the Employer stating that:

- (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;

- (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;

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

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

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

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

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance **maternity** benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
 - (ii) for each week that the employee receives a **maternity benefit under the Employment Insurance or Québec Parental Insurance plan, she is eligible to receive** the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 13.06(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance **or Québec Parental Insurance maternity** benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be

reimbursed for any amount that she may be required to repay pursuant to the **Employment Insurance Act or the Parental Insurance Act in Québec.**

- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

13.07 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 13.06(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Longterm Disability (LTD) Insurance or the Workplace Safety and Insurance Act prevents her from

receiving Employment Insurance or Québec Parental Insurance maternity benefits,

and

(ii) has satisfied all of the other eligibility criteria specified in paragraph 13.06(a), other than those specified in sections (A) and (B) of subparagraph 13.06(a)(iii), shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the Workplace Safety and Insurance Act.

(b) An employee shall be paid an allowance under this clause and under clause 13.06 for a combined period of no more than the number of weeks during which she would have been eligible for **maternity benefits under the Employment Insurance or Québec Parental Insurance Plan** had she not been disqualified from Employment Insurance or Québec Parental Insurance maternity benefits for the reasons described in subparagraph (a)(i).

13.08 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods.
- (d) Notwithstanding paragraphs (a) and (b):

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(i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or

(ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized, the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

(e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement date of such leave.

(f) The Employer may:

(i) defer the commencement of parental leave without pay at the request of the employee;

(ii) grant the employee parental leave without pay with less than four (4) weeks' notice;

(iii) require an employee to submit a birth certificate or proof of adoption of the child.

(g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

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13.09 Parental Allowance

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
- (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the **Employment Insurance or Québec Parental Insurance Plan** in respect of insurable employment with the Employer,

and

- (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (B) Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 13.09(a)(iii)(B), if applicable;
 - (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

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

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

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

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) for each week the employee receives parental, **adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, the employee is** eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the **parental, adoption or paternity benefit**, less any other monies earned during this period which may result in a decrease in **his/her parental, adoption or paternity benefit** to which he/she would have been eligible if no extra monies had been earned during this period.
 - (iii) **where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.**
- (d) At the employee's request, the payment referred to in subparagraph 13.09(c)(i) will be estimated and advanced to the employee.

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Adjustments will be made once the employee provides proof of receipt of EI or QPIP parental benefits.

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

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13.10 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
- (i) fails to satisfy the eligibility requirement specified in subparagraph 13.09(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance or via the Workplace Safety and Insurance Act prevents the employee from receiving Employment Insurance **or Québec Parental Insurance Plan** benefits,
- and
- (ii) has satisfied all of the other eligibility criteria specified in paragraph 13.09(a), other than those specified in sections (A) and (B) of subparagraph 13.09(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the Workplace Safety and Insurance Act.
- (b) An employee shall be paid an allowance under this clause and under clause 13.03 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits **under the Employment Insurance or Québec Parental Insurance Plan**, had the employee not been disqualified from Employment Insurance **or Québec Parental Insurance Plan** benefits for the reasons described in subparagraph (a)(i).

13.11 Marriage Leave with Pay

After completion of one (1) year continuous employment, an employee shall be granted five (5) days marriage leave with pay for the purpose of getting married.

13.12 Leave with Pay for Family-Related Responsibilities

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), parent (including stepparents or foster parents) or any

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relative residing in the employee's household or with whom the employee permanently resides.

13.13 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 year to an employee for personal needs, including parental and other family related reasons.
- (b) Leave without pay in excess of three months, granted under paragraph (a) shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved.
- (c) Leave without pay granted under this clause may not be extended and may not be used in combination with maternity, paternity or adoption leave.

ARTICLE 14 VOLUNTEER LEAVE

14.01 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, one (1) day of leave with pay to work as a volunteer for a charitable or community organization or activity.

ARTICLE 15 SICK LEAVE

15.01 An employee shall earn sick leave credits at the rate of (one and a half) 1 1/2 days for each calendar month for which that employee receives pay for at least ten (10) days.

15.02 Granting of Sick Leave

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

- (a) that the employee satisfies the Employer of his/her condition in such a manner and at such times as may be determined by the Employer, and
- (b) that employee has the necessary sick leave credits.

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- 15.03 An employee shall not be granted sick leave with pay during any period in which that employee is on leave of absence without pay or under suspension.
- 15.04 If an employee has insufficient credits to cover the granting of sick leave with pay under the provisions of this section, additional sick leave with pay may be granted, at the discretion of the Employer, subject to recovery of the value of any such advanced sick leave from any benefits accrued or subsequently accruing to the employee.
- 15.05 Unused sick leave credits shall be considered and counted as service for the purposes of Article 15 upon termination of an employee's services.
- 15.06 The employer shall reimburse the employee for medical certificates related to accommodation issues or in instances where the employer requires a Third Party medical opinion.**

ARTICLE 16 SEVERANCE PAY

- 16.01 An employee with ten (10) or more years of service will be entitled to severance pay upon ceasing to be an employee of the Union of Canadian Transportation Employees, equal to one (1) week's earnings for every year of service. Such an amount will be calculated on the basis of the rate of pay effective at the time of termination or retirement.
- 16.02 Notwithstanding 15.01, an employee who has less than ten (10) years of service and who ceases to be employed for any reason other than resignation or dismissal, the employee or his/her estate shall be paid severance pay equal to one (1) week's earnings for every completed year of service. Where an employee ceases to be employed for reason of resignation, the employee shall be paid severance pay equal to ½ week's earnings for every completed year of service.
- 16.03 Severance pay entitlement shall be subject to the Transfer of Leave Credits Agreement between the Employer, the Public Service Alliance of Canada, and other participating Components.

ARTICLE 17 HOURS OF WORK AND OVERTIME

- 17.01 (a) The scheduled work week shall be thirty-five (35) hours from Monday to Friday inclusive and scheduled work day shall be seven (7) consecutive hours between the hours of 8:00 a.m. and 5:00 p.m., exclusive of a lunch period. An employee's daily schedule hours of work shall be mutually agreed to by the Employer and employee.
- (b) Notwithstanding the provisions of Article 16.01(a), employees may, with the approval of the Employer, complete their weekly hours of work in a period other than five (5) days provided that, over a period to be average of thirty-five (35) hours per week. In every such period, employees shall be granted days of rest on days not scheduled as normal work days for them.
- 17.02 Except where operational requirements do not permit, the Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.
- 17.03 (a) Except as provided in 16.03(b), an employee who is required to work overtime is entitled to compensation at time and one-half (1 1/2) for all overtime hours worked on a normal working day and for the first seven (7) hours on his first day of rest.
- (b) An employee is entitled to compensation at double (2) time for all hours worked on his second or subsequent days of rest and for all hours after four (4) consecutive hours of overtime on a regular working day or after seven (7) consecutive hours of work on his first day of rest.
- 17.04 (a) Overtime shall be compensated in cash except where upon request of an employee, and with the approval of the Employer, overtime may be compensated in equivalent compensatory leave with pay.
- (b) The Employer shall grant compensatory leave with pay at times convenient to both the employee and the Employer. Compensatory leave with pay not used by the end of a twelve (12) month period ending December 31st of each year will be paid in cash.

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- (c) An employee shall have the right to accumulate a maximum of ten (10) days compensatory leave.
- 17.05 Employees shall record starting and finishing times of overtime work on a form determined by the Employer.
- 17.06 An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work and who has not been notified of the requirement prior to the end of his last scheduled work period, shall be reimbursed his expenses for one meal, **as per the Treasury Board Travel Meal Rates** except where free meals are provided.
- 17.07 The Employer shall make every reasonable effort to avoid excessive overtime.
- 17.08 The Employer shall reimburse, up to a limit of three dollars (\$3.00) per hour, an employee who is a parent of a young child or children for the cost of substitute care when an employee works outside of his/her regular hours of work.
- 17.09 An employee has the right to request part-time employment.
- 17.10 If an employee is granted part-time employment, benefits will be those specified in the collective agreement and shall be received on a pro-rata basis, according to the employee's regular hours of work. However, because of their nature, the "Welfare Benefits" described in Article 19 of this agreement will not be pro-rated and will be provided to part-time employees as a full entitlement.

ARTICLE 18 PAY ADMINISTRATION

- 18.01 All employees shall be paid in accordance with Appendix "A". For annual increment purposes, the anniversary date of an employee shall be the hiring date, or in the case of promotion or reclassification employees' present increment dates are not affected.
- 18.02 In the case of promotion, the employee shall receive a salary increase equivalent to at least one (1) pay increment in his former range of pay.
- 18.03 If the Employer anticipates the introduction of a new classification structure, it shall be subject to meaningful consultation with the Union.

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- 18.04 Where a salary increment and a salary revision are effected on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.
- 18.05 To determine the employee's rate of pay, the negotiated increase shall be applied to the employee's range and such increase shall be applied to the employee's present rate.
- 18.06 All employees shall be paid on a bi-weekly basis on alternate Thursdays. If a paid designated holiday falls on a Thursday which is designated as a pay day, the pay day shall be on the preceding day.
- 18.07 When an employee is required by the Employer to perform the duties of a higher classification level on an acting, basis for a period of at least five (5) consecutive working days, that employee shall be paid acting pay calculated from the day on which that employee commenced to act as if that employee had been appointed to that higher classification level for the period in which that employee acts.
- 18.08 Should the classification level of the position of an employee be reclassified downward, the employee's personal classification level and pay entitlements shall not be adversely affected and shall be maintained.
- 18.09 Reimbursement of all retroactive pay, benefit allowances and adjustments shall be made by the Employer within thirty (30) days of the date of signing of this collective agreement.
- 18.10 The rates of pay in Appendix "A" that are effective at the signing of the agreement shall apply to persons who have ceased to be employed in this bargaining unit during the retroactive period.
- 18.11 The Employer will indicate on each employee's T-4 Supplementary the total of all Union dues and the total of all charitable donations deducted for each taxation year.

ARTICLE 19 EMPLOYEE TRAVEL

- 19.01 When required to travel on union business, an employee shall be reimbursed in accordance with UCTE Regulations for reasonable expenses incurred.

ARTICLE 20 WELFARE BENEFITS

20.01 Pension Benefits

Effective August 1, 2002, the terms and conditions of the PSAC Pension Plan shall apply to the employees covered by this Agreement.

20.02 Salary Continuation Plan

The Employer shall pay one hundred per cent (100%) of the premiums, except the pension plan premiums, of a "salary continuation plan", in the event of sickness.

20.03 Group Life Insurance

The Employer shall pay, effective July 1", 1979, one hundred per cent (100%) of the premiums of the group life insurance plan as underwritten and currently in effect.

20.04 Medical Insurance

The Employers shall pay one hundred percent (100%) of the premiums of a recognized group supplementary hospitalization and medical insurance plan currently in effect.

20.05 Transportation Allowance

- (a) The Employer shall pay **sixty percent (60%)** of the monthly parking charges.
- (b) The Employer shall reimburse the employees using public transportation (bus pass) **one hundred percent (100%)** of the amount paid.

20.06 Dental Care Plan

The Employer shall pay one hundred percent (100%) of the premiums of the group dental care plan currently in effect.

20.07 Vision Plan

The Employer shall pay one hundred percent (100%) of the premium for a vision care plan which provides for \$350. per insured member per two years.

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20.08 Recreational Allowance

The parties agree that there is a need to participate in some recreational activity to alleviate stress associated with the work functions. To this end the employer agrees to reimburse all employees up to **\$650.00** per year paid on the first pay in January 1.

The "Recreation Allowance will be pro-rated at 1/12th of the annual amount for each complete month of work under this Collective Agreement.

The term employee will be required to submit a claim for the reimbursement in the usual manner on or after January 1st of any year. If the term employee ceases to be an employee prior to January 1st the term employee may claim 1/12' of the Allowance for each complete month of work upon termination.

ARTICLE 21 CLASSIFICATION GRIEVANCE PROCESS

21.01 An employee is entitled to a copy of the description of the duties of his/her position. The job description shall be written jointly by the employee and the Employer.

21.02 In order to be considered as valid and adequately describing the duties of a position, the description of the duties must be signed by the employee and a duly authorized representative of the Employer.

21.03 An employee may request a review of the classification of his/her position. When such request is made in writing, the description of the duties of the employee's position will be referred to the Public Service Alliance of Canada for review -and evaluation by a Classification Officer of the Collective Bargaining Branch. The results of such a review and evaluation shall include classification level and point rating by factor, and be provided to the employee in writing.

21.04 An employee who is not satisfied with the result of the classification review may submit a classification grievance. Such a grievance must be in writing and submitted to the Employer within twenty-five (25) days of the employee being made aware of the results of the review.

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- 21.05 The classification grievance will be referred without delay to an arbitrator who shall render a final and binding decision.
- 21.06 The arbitrator shall not be an employee of the Public Service Alliance of Canada or its Components, and shall be selected by the Employer in consultation with the Union and shall be required to render his decision within twenty (20) days of the grievance hearing.
- 21.07 Unless there are significant changes to the duties and/or responsibilities of his/her position, an employee may not submit a classification grievance more than once.

ARTICLE 22 EMPLOYEE PERFORMANCE REVIEW

- (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be given to the employee at that time. An employee's signature on his/her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The Employer's representative(s) who assess(es) an employee's performance must have observed the employee's performance for at least one half (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.

ARTICLE 23 LAY-OFFS

- 23.01 No employee shall be laid off during the term of this agreement, unless the membership of the Union of Canadian Transportation Employees drops lower than 9,000 members.
- 23.02 Employees subject to lay off caused by a merger, downsizing or lack of work, shall receive a sixty (60) days' notice of affected status followed by a six (6) months' surplus notice. The employer shall offer a cash settlement of fifty two (52) weeks in lieu of

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surplus period plus his or her severance pay as outlined in Article 15 of this Agreement. Payment arrangements can be established between employer and employees.

ARTICLE 24 SENIORITY

- 24.01 Seniority shall consist of uninterrupted employment with UCTE, the Alliance and its Components.
- 24.02 The provisions concerning seniority apply to full-time employees.
- 24.03 The seniority list will be calculated on the basis of continuous service as defined in clause 23.01 above, and will consequently include days lost or gained for seniority purposes (from the effective date that the list is compiled).
- 24.04 Seniority shall be used to accommodate the employees' preferences in their choice of vacation periods.
- 24.05 Where factors in Article 33 "Promotions and Appointments" are equal, seniority shall govern.

ARTICLE 25 SEXUAL AND PERSONAL HARASSMENT

- 25.01 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.
- (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 behavior 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.

For the purposes of this Article, work environment also includes meetings, seminars, courses, etc. held outside of an employee's normal work location.

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Complaints and grievances under this Article shall be handled with all possible confidentiality.

The Employer, employees or the Union shall have the option of a one-step grievance procedure. The Employer will appoint a person responsible for dealing with a complaint or grievance of sexual or personal harassment. The investigation and response will be handled with all possible confidentiality and dispatch.

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

ARTICLE 26 DISCIPLINE

26.01 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 where practical without his/her receiving beforehand 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.

26.02 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 the employee during 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, or 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

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file after a period of one (1) year from the date of the infraction provided there is no further infraction of a similar nature.

26.03 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.

26.04 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 and to indicate:
 - (i) his/her 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 [after with the employee's permission, shall before the meeting, have access to this file in accordance with clause 25.03.
- (b) The employee has the right to refuse to participate or to continue to participate in any interview of a disciplinary nature unless he/she has received the notice herein above provided for.
- (c) This Article shall not limit, in any way, the right of Management to discuss with employees problems that may arise of a non-disciplinary nature.

ARTICLE 27 TECHNOLOGICAL CHANGE

27.01 In this agreement, "technological change" means:

- (a) the introduction by the Employer of equipment or material of a different nature or kind than that previously utilized by him in the operation of the business; and

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- (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.
- 27.02 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.
- 27.03 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 provide 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.
- 27.04 Pertinent information shall be included: the notice mentioned in clause 26.03 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 changes;
 - (c) the approximate number, type and location of employees likely to be affected by the change;
 - (d) the effects 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.
- 27.05 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 15 days and to hold constructive and meaningful consultation in an effort to reach agreement on solutions to minimize the adverse effects on employees which might result from such technological change.

ARTICLE 28 INFORMATION TO EMPLOYEES

- 28.01 The Employer shall provide annually each employee with a statement of his/her leave credits.
- 28.02 The Employer shall provide each employee in the bargaining unit with a signed copy of this Collective Agreement within thirty (30) days of the Agreement being signed.

ARTICLE 29 HUMAN RIGHTS

- 29.01 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, discharge and any other practice or otherwise by reason of age, race, creed, colour, national origin, political, personal, social affiliation, sex or marital status or by reason of his membership or activity in the Union.

ARTICLE 30 PROBATION FOR NEW EMPLOYEES

- 30.01 New employees shall be considered on probation for a period of six (6) months from the date of hiring.

ARTICLE 31 HEALTH AND SAFETY

- 31.01 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.
- 31.02 When an employee refuses to work in case of dangerous situations in accordance with the Ontario Occupational Health and Safety Legislation, the employee shall not be disciplined.
- 31.03 When following an investigation, the inspector (as per the Ontario Occupational Health and Safety Legislation) determines that danger is not present and the employee is informed of this, the employee no longer has the right to continue to withdraw from work and could be subject to a disciplinary action.
- 31.04 The existence of health and safety hazards in the workplace is subject to Article 7 (Grievance Procedure) of this Collective Agreement.

ARTICLE 32 RECLASSIFICATION

- 32.01 Where a position is reclassified and
- (a) there is only one employee performing such duties, the incumbent will be reclassified, if he/she is qualified to perform the duties of the reclassified position.
 - (b) if the incumbent is not considered qualified to perform the full range of duties of the reclassified position and there were significant changes made to the duties, the employee shall be granted a period of at least three (3) months of familiarization and training time to qualify.
 - (c) if the incumbent is still considered not qualified to perform the duties of the newly reclassified position, after the training, the Employer will make every effort to appoint him/her to a position at his/her previous classification and level.

ARTICLE 33 EDUCATION AND TRAINING

- 33.01 An employee who undertakes a course outside his normal hours of work shall be reimbursed in whole for the direct expense of instruction that is, the expenses which must be paid to complete the training and which are not primarily of a personal character. Such reimbursement shall not be unreasonably withheld.
- 33.02 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; and
 - (b) satisfactorily complete the training, including the passing of any final examination related to the course, or if there is no final examination, establish a satisfactory record of attendance with certification by the training or educational institute.
- 33.03 Reimbursement by the Employer shall be made within ten (10) days of satisfactory proof being given to the Employer, in accordance with 32.02.

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- 33.04 An employee who completes a course paid for by UCTE shall reimburse UCTE if the employee leaves the position within 12 months. The reimbursement will be prorated to the period of time not worked [e.g. if an employee leaves three months after course completion, they will reimburse UCTE 75% of the cost of the course.]
- 33.05 At the Employees discretion, examination leave with pay shall be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work.
- 33.06 An employee shall be able to attend courses offered by the PSAC without loss of pay, at the Employer's discretion.

ARTICLE 34 PROMOTIONS AND APPOINTMENTS

- 34.01 Notification of all vacant and newly created positions within the Component shall be conveyed in writing to all employees of the bargaining unit so that they shall have an opportunity to make written applications for such positions.
- 34.02 The promotion of employees to positions within the Component shall be the result of a competition based on the following factors:
- a) skill, competence and efficiency;
 - b) continuous employment with the Alliance and its Components.
- 34.03 The Employer shall not make appointments from outside the Component until the selection in accordance with clause 33.02 is completed and the selection board determines that there is no qualified candidate.
- 34.04 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 three (3) months.
- 34.05 In the event an employee is rejected on probation following a promotion from within the UCTE, the Employer shall make every effort to place the employee in his former group and level.
- 34.06 The salary to which an employee becomes entitled upon appointment in accordance with clause 33.05 shall be that to which the employee would have been entitled in the former position as if the appointment to the higher position had never been made.

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

34.08 Promotions and appointments shall be the subject of arbitration.

ARTICLE 35 DURATION OF THE AGREEMENT

35.01 This Agreement shall remain in force and effect from **May 1, 2007 to April 30, 2010.**

35.02 Either party wishing to make changes or amendments to this agreement shall, within sixty (60) 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 commence bargaining unless the parties agree to an extension of time.

35.03 This Agreement may be reopened for negotiations upon consent of both parties.

SIGNED ON BEHALF OF THE

**UNION OF CANADIAN
TRANSPORTATION
EMPLOYEES**

SIGNED ON BEHALF OF THE

**ALLIANCE EMPLOYEES UNION
UNIT XI**

OTTAWA, this _____ day of _____, 2007

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APPENDIX "A"

RATES OF PAY

May 01, 2007 – 3%
 May 01, 2008 – 2.75%
 May 01, 2009 – 2.5 %

Effective Date	Level	MIN				MAX
	1	26,677	27,476	28,300	29,184	30,024
May 01, 2007		27,477	28,300	29,149	30,060	30,925
May 01, 2008		28,233	29,079	29,951	30,886	31,775
May 01, 2009		28,939	29,806	30,699	31,658	32,570
	2	30,230	31,137	32,071	33,033	34,024
May 01, 2007		31,137	32,071	33,033	34,024	35,045
May 01, 2008		31,993	32,953	33,942	34,960	36,008
May 01, 2009		32,793	33,777	34,790	35,834	36,909
	3	33,784	34,797	35,841	36,917	38,025
May 01, 2007		34,798	35,841	36,916	38,025	39,166
May 01, 2008		35,754	36,827	37,931	39,070	40,243
May 01, 2009		36,648	37,747	38,880	40,047	41,249
	4	37,338	38,458	39,612	40,801	42,024
May 01, 2007		38,458	39,612	40,800	42,025	43,285
May 01, 2008		39,516	40,701	41,922	43,181	44,475
May 01, 2009		40,504	41,719	42,970	44,260	45,587
	5	42,313	43,583	44,890	46,238	47,624
May 01, 2007		43,582	44,890	46,237	47,625	49,053
May 01, 2008		44,781	46,125	47,508	48,935	50,402
May 01, 2009		45,900	47,278	48,696	50,158	51,662
	6	47,291	48,709	50,170	51,676	53,226
May 01, 2007		48,710	50,170	51,675	53,226	54,823
May 01, 2008		50,049	51,550	53,096	54,690	56,330
May 01, 2009		51,300	52,839	54,424	56,057	57,739
	7	52,266	53,834	55,449	57,113	58,825
May 01, 2007		53,834	55,449	57,112	58,826	60,590
May 01, 2008		55,314	56,974	58,683	60,444	62,256
May 01, 2009		56,697	58,398	60,150	61,955	63,812

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Effective Date	Level	MIN				MAX	
	8	57,241	58,958	60,728	62,550	64,426	
May 01, 2007		58,958	60,727	62,550	64,427	66,359	
May 01, 2008		60,580	62,397	64,270	66,198	68,184	
May 01, 2009		62,094	63,957	65,877	67,853	69,888	
	9	62,218	64,084	66,007	67,987	70,026	
May 01, 2007		64,085	66,007	67,987	70,027	72,127	
May 01, 2008		65,847	67,822	69,857	71,952	74,110	
May 01, 2009		67,493	69,517	71,603	73,751	75,963	
	10	67,193	69,209	71,284	73,424	75,626	
May 01, 2007		69,209	71,285	73,423	75,627	77,895	
May 01, 2008		71,112	73,246	75,442	77,706	80,037	
May 01, 2009		72,890	75,077	77,328	79,649	82,038	
	11	73,590	75,798	78,071	80,414	82,826	
May 01, 2007		75,798	78,072	80,413	82,826	85,311	
May 01, 2008		77,882	80,219	82,624	85,104	87,657	
May 01, 2009		79,829	82,224	84,690	87,232	89,848	
	12	79,987	82,387	84,858	87,404	90,027	
May 01, 2007		82,387	84,859	87,404	90,026	92,728	
May 01, 2008		84,652	87,192	89,807	92,502	95,278	
May 01, 2009		86,769	89,372	92,053	94,814	97,660	

APPENDIX "B"

**BETWEEN
THE UNION OF CANADIAN TRANSPORTATION EMPLOYEES
AND
THE ALLIANCE EMPLOYEES UNION**

GUIDELINES FOR UNION/MANAGEMENT CONSULTATION
BETWEEN
THE UNION OF CANADIAN TRANSPORTATION EMPLOYEES
(MANAGEMENT)
AND
THE ALLIANCE EMPLOYEES UNION (UNION)

PREAMBLE

The purpose of a Consultation Committee is to provide a medium for the free exchange of information between Management and Union representatives. Such discussions should enable employees to be informed about and to discuss policies, conditions, problems and programs. Proposed changes should be communicated through this medium. Similarly, employee spokesperson can communicate their views to Management on any subjects which are of importance to them. Such committees have no authority to amend the provisions of collective agreements or regulations affecting employees' terms and conditions of employment.

The intent and purpose of consultation dictate that in arriving at decisions, Management gives careful consideration to views put forward by employee representatives.

In establishing consultation committees, UCTE and the Union are in agreement that consultation is a useful, constructive exercise in promoting understanding and problem solving between Management and the Union. Therefore, both parties accept the responsibility to help make it work effectively and to encourage its acceptance by all. To that end, both parties will provide assistance and education to their representatives to ensure the efficient functioning of the consultation process.

Committees consult in a consultative capacity. To consult does not imply unanimous or majority agreement, nor does it in any way interfere with either Management's authority, its obligation to manage, or a Union's

AEU COLLECTIVE AGREEMENT

legal rights. It follows that neither party to the consultation process could, for example, expect the intent of the collective agreement to be subject to modification or amendment through the consultative process. Since collective agreements prescribe the manner in which grievances are to be processed, formal grievances shall not be introduced at consultation meetings.

On the other hand, it is recognized that inhibiting the flow of communications on what might be regarded as a technicality could dampen the enthusiasm of participants in the process. Further, the absence of a sincere desire to have effective consultation on any matters of concern between Management and employee representatives can lead to frustrations and, eventually, failure of the consultation process. The intent is to have a free flow of communications recognizing the limitations explained above.

It follows from the above principle and comments that problems will be resolved or arrangements arrived at, from a consensus of opinion of both parties rather than by a vote.

Committees shall operate in an environment in which an employee representative feels that he can express himself freely without real or imagined apprehension that his individual relations with UCTE may be affected by any statement made by him in good faith in his representative capacity. Consultation is also designed to encourage the development and maintenance of harmonious relationships between UCTE and the Union. These guidelines are not intended to be restrictive, but to serve as a framework within which the Committee can operate effectively.

PROCEDURAL FRAMEWORK

General

The guidelines established herein shall serve as the basis for joint consultation proceedings.

Agendas

Prior to consultation meetings, each party will advise the other of items it wishes to have placed on the agenda at least two weeks prior to the date of the meeting. Where necessary, short explanatory notes will be included on each item to permit proper preparation. Management will prepare and distribute the agenda to the committee at least three (3) days prior to the date of the meeting.

AEU COLLECTIVE AGREEMENT

Sub-committees

Where the parties agree, sub-committees composed of both Management and Union representatives may be established to carry out detailed investigations of problems and make recommendations to the committee for resolution. Sub-committee reports shall be submitted to the consultation committee.

Minutes of meetings

Management will prepare minutes of each committee meeting and will assign a responsible individual to perform this task. Ideally, and where feasible, in order to ensure accurate, complete yet brief minutes, an effort should be made to assign an individual to this task who is not involved full-time as a major participant at the consultation meeting.

At the conclusion of the meeting, the individual assigned to prepare the minutes will summarize the results. Within fifteen (15) working days following each meeting, the minutes will be sent to the Union for signature. Unless any discrepancies or differences of opinion are noted, the Union will return one (1) signed copy within ten (10) working days for reproduction and distribution.

Sufficient copies as required will be distributed by UCTE to the Union. Each party will be responsible for the distribution of minutes to their principals. When minutes have been signed by both parties, they will be posted in appropriate locations where the information will be readily available to employees.

Frequency of meetings

Meetings are to be held in Ottawa twice per year, or as requested by either party. The President of UCTE or his delegated representative will act as chairperson of the Management side, while the AEU President or his delegated representative will act as the Union chairperson.

AEU COLLECTIVE AGREEMENT

**UNION OF CANADIAN
TRANSPORTATION
EMPLOYEES**

**ALLIANCE
EMPLOYEES UNION
UNIT XI**

OTTAWA, THIS _____ DAY OF _____ 2007.

APPENDIX "C"

LETTER OF UNDERSTANDING

BETWEEN

THE UNION OF CANADIAN TRANSPORTATION EMPLOYEES

AND

THE ALLIANCE EMPLOYEES UNION

A bilingual bonus of \$800.00 per year shall be paid to any employee whose position is identified by the Employer as bilingual if the incumbent meets the bilingual language requirements of the position.

**UNION OF CANADIAN
TRANSPORTATION
EMPLOYEES**

**ALLIANCE
EMPLOYEES UNION
UNIT XI**

OTTAWA, THIS _____ DAY OF _____ 2007.

APPENDIX "D"

MEMORANDUM OF AGREEMENT

BETWEEN

THE UNION OF CANADIAN TRANSPORTATION EMPLOYEES

AND

THE ALLIANCE EMPLOYEES UNION

UNIT XI

The Employer recognizes the Alliance Employees Union (Unit XI) as the exclusive bargaining agent for all of its employees save and except those employees employed in a confidential capacity or those employed as Labour Relations Officers. For greater certainty, the agreed excluded positions are listed below:

1. Finance and Administration Officer
2. Executive Assistant to National President and Vice-President

**UNION OF CANADIAN
TRANSPORTATION
EMPLOYEES**

**ALLIANCE
EMPLOYEES UNION
UNIT XI**

OTTAWA, THIS _____ DAY OF _____ 2007.

APPENDIX "E"
LETTER OF UNDERSTANDING
BETWEEN
THE UNION OF CANADIAN TRANSPORTATION EMPLOYEES
AND
THE AEU UNIT XI

The parties recognize the necessity and benefit of occasionally staffing positions on a term basis. For that reason a "term employee" shall be defined as "a person who is employed by the UCTE for a specified period of time but who ceases to be employed by the UCTE when the specified period of time (or its extension) terminates."

For greater certainty, the provisions of Article 22 (lay-off) shall not apply when a term employee ceases to be employed by the UCTE when the specified period of time (or its extension) terminates.

The employer may terminate a term employees before the end of the specified period of time but shall provide 5 days notice of such termination.

No term employee shall be appointed for a specified period of more than one year except, and only, with the written agreement of the AEU.

Any term employee who has been continuously employed for a period of three years or more in the same position shall be considered an indeterminate employee, and shall be appointed on an indeterminate basis to the position he/she occupies, without competition. This is notwithstanding article 33 in the AEU Collective Agreement.

Any term employee who has been continuously employed for a period of one year or more, shall for one year from the day on which her/his specified period expires, be notified in writing by the UCTE National Vice-President of any UCTE competition open to the general public.

AEU COLLECTIVE AGREEMENT

The parties agree that this letter of understanding will form part of the collective

**UNION OF CANADIAN
TRANSPORTATION
EMPLOYEES**

**ALLIANCE
EMPLOYEES UNION
UNIT XI**

OTTAWA, THIS _____ DAY OF _____ 2007.