

BETWEEN

**THE UNION OF
VETERANS' AFFAIRS EMPLOYEES**

AND

THE ALLIANCE EMPLOYEES' UNION

UNIT XIII

Expiry Date: April 30, 2010

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ARTICLE 1 PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Union of Veterans Affairs Employees, 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 Veterans Affairs Employees and to promote the well-being and increased efficiency of its employees, to the end that the membership of the Union of Veterans Affairs Employees will be efficiently served.

ARTICLE 2 DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) 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 as a spouse, and continues to live with that person as if that person were a spouse.

- (b) "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 hourly rate of pay received by the employee on the day immediately prior to the day on which leave is taken.
- (c) "continuous employment" means an unbroken period of employment with the UVAE, the Alliance and its Components and its predecessor Organizations and, for greater certainty, employment shall not be considered by an authorized period of leave, with or without pay, except as specified in Clauses 15.12 and 15.13, or by any period of less than three (3) months between two separate periods of employment with the UVAE, the Alliance, its Components or its predecessor Organizations. (This definition in no way implies any entitlement to pay or other compensation from the UVAE during the hiatus between two separate periods of employment.)
- (d) "daily rate of pay" means an employee's weekly rate of pay divided by five (5).
- (e)
 - (i) "employee" means a person who is a member of the bargaining unit including term and part-time employees.
 - (ii) part-time employee means a person employed by UVAE who is required to work less than 35 hours per week and works at least 17.5 hours per week.
 - (iii) term employee means a person who is employed by UVAE for a specified period of time to perform duties either on a full-time or part-time basis, but who ceases to be employed by UVAE 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.
- (f) "Employer" means the Union of Veterans Affairs Employees.
- (g) "holiday" means a day designated as a paid holiday in this Agreement.
- (h) "hourly rate of pay" means an employee's weekly rate of pay divided by thirty-five (35).
- (i) "leave" means authorized absence from duty by an employee during the employee's scheduled regular hours of work.

- (j) "promotion" means an appointment to a position where the maximum rate of pay exceeds the maximum rate of pay applicable to the position held by the employee immediately prior to the appointment by an amount equal to at least the lowest annual increment applicable to the position to which the employee is appointed.
- (k) "transfer" means an appointment to a position which does not constitute a promotion.
- (l) "Union" means the Alliance Employees Union.
- (m) "weekly rate of pay" means an employee's annual rate of pay divided by fifty-two (52).
- (n) "year" means the period between January 1 and December 31.

ARTICLE 3 APPLICATION

- 3.01 The provisions of this Agreement apply to the Alliance Employees Union, employees, and the Employer.
- 3.02 The English text of this Agreement is official.
- 3.03 Wherever one gender is used in this Collective Agreement, it shall be considered to include the other gender, with the exception of Clauses 15.05 and 15.06 - Maternity Leave, and Clause 15.07 - Paternity Leave.

ARTICLE 4 MANAGEMENT RIGHTS

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

ARTICLE 5 RECOGNITION

- 5.01 The Employer recognizes the Alliance Employees Union as the exclusive bargaining agent for all of its employees, save and except the National President and the Executive Assistant.

ARTICLE 6 UNION SECURITY

- 6.01 All employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing. The Employer agrees to deduct one-half of the monthly dues, as certified by the Union Secretary, from two pay cheques paid every two weeks each month, for each employee in the bargaining unit, and to forward the amount of the dues to the Union Secretary, together with a list of the employees and the amount deducted for each employee.
- 6.02 The Employer shall ensure that T4's issued to employees in the bargaining unit show the amount deducted for union dues and remitted to the Union.
- 6.03 The Employer acknowledges the right of the Union to appoint or elect employees as Stewards.
- 6.04 The Union shall notify the Employer, in writing, of its Steward(s) in the bargaining unit.
- 6.05 The Union shall provide the Employer with the names and addresses of any appropriate Union Officers (e.g., Secretary, Treasurer) for the purposes of this Agreement.

ARTICLE 7 INFORMATION TO THE UNION AND TO EMPLOYEES

- 7.01 The Employer will forward to the Secretary of the Union the names of all new employees who will be included in the bargaining unit, at the time of commencement of employment with the Employer. The Employer further agrees to inform the Union of the name of any employee in the bargaining unit leaving the employ of the Employer.
- 7.02 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.
- 7.03 Copies of Agreement
- The Employer will provide the Union with five (5) English copies of this Collective Agreement two (2) weeks following reproduction of the Agreement.
- Information to Employees
- 7.04 The Employer shall provide each employee in the bargaining unit with a signed copy of this Collective Agreement two (2) weeks following reproduction of the Agreement. The Employer will also provide a copy of this Collective Agreement to each newly-hired employee.

7.05 The Employer will provide each employee with a statement of leave credits at the end of each fiscal year.

7.06 Bulletin Boards

Reasonable space on a bulletin board will be made available to the Union for the posting of official Union notices, in a convenient location as determined by the Employer. Notices or other material shall require the prior approval of the Employer, except notices of meetings of Union members and elections, the names of Union Representatives, and social and recreational events.

ARTICLE 8

COLLECTIVE BARGAINING MEETINGS8

8.01 Union Representation

This Collective Agreement shall be negotiated by Representatives of the Employer and the Union. The Union will advise the Employer of the Representative(s) of the Union Bargaining Committee and vice-versa.

8.02 Meetings

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

8.03 Representative of the Union

The Union shall have the right, at any time, to have the assistance of representatives of the Alliance Employees Union when negotiating with the Employer.

8.04 Leave for Collective Bargaining

The Employer agrees to recognize one (1) employee selected by the Union to represent the employees on the Union Bargaining Committee. The Employer agrees to recognize two (2) such employees if there are six (6) or more employees in the bargaining unit. Said employee(s) shall be granted leave with pay to attend any meetings with the employer in connection with negotiations, but not including Conciliation or Mediation meetings.

ARTICLE 9 HUMAN RIGHTS

9.01 The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, salary rates, training, promotion, transfer, discipline, discharge or otherwise by reason of age, race, creed, colour, national or ethnic origin, political or religious affiliation, disability, sex or marital status, family status, language, criminal record for which a pardon has been granted, sexual orientation, or by reason of membership or activity in the Union

ARTICLE 10 EMPLOYEE PERFORMANCE REVIEW

- 10.01 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 provided to the employee at that time. An employee shall be provided the opportunity to discuss its contents and be given a reasonable amount of time to read over their assessment and to provide comments. An employee's signature on the assessment form will be considered to be an indication only that its contents have been read and shall not indicate concurrence with the statement contained on the form.
- 10.02 The Employer's representative(s) who assess(es) an employee's performance must have observed or have been aware of the employee's performance for at least one-half of the period for which the employee's performance is evaluated.
- 10.03 An employee shall have the right to challenge, through the grievance procedure, any assessment of the employee's performance.

ARTICLE 11 HOURS OF WORK

- 11.01 (a) The work week shall be thirty-five (35) hours, from Monday to Friday inclusive, and the work day shall be seven (7) consecutive hours, exclusive of a lunch period, between the hours of 7:00 a.m. and 6:00 p.m.
- (b) Subject to operational requirements as determined from time to time by the Employer, an employee shall have the right to select and request flexible or staggered hours, between 7:00 a.m. and 6:00 p.m., and such request shall not be unreasonably withheld.
- (c) i) Notwithstanding the provisions of this article, employees with the approval of the Employer, may complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer, employees work an average of thirty-five (35) hours per week. In every such period employees shall be granted days of rest on days not scheduled as normal work days for them.
- ii) Notwithstanding anything to the contrary contained in this agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this agreement.

11.02 Rest Periods

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

ARTICLE 12 OVERTIME

12.01 In this Article:

- (a) "overtime" means authorized work performed in excess of the scheduled hours of work;
- (b) "time and one-half" means one and one-half (1½) times the hourly rate of pay;
- (c) "double time" means two (2) times the hourly rate of pay.

Assignment of Overtime Work

- 12.02
- (a) Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available qualified employees.
 - (b) Except in cases of emergency, call-back, or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours notice of any requirement for overtime work.

Overtime Compensation

12.03 Subject to Clause 12.08, an employee who is required to work overtime on a scheduled work day is entitled to compensation at time and one-half (1½) for all overtime hours.

12.04 Subject to Clause 12.08:

- (a) an employee who is required to work on a first day of rest is entitled to compensation at time and one-half (1½) for the first seven (7) hours and double (2) time thereafter;
- (b) an employee who is required to work on a second or subsequent day of rest is entitled to compensation at double (2) time. Second or subsequent day of rest means the second of subsequent days in an unbroken series of consecutive and contiguous calendar days of rest.

- 12.05 Subject to Clause 12.08, an employee who is required to report for work and reports on a day of rest shall be paid the greater of:
- (a) compensation at the applicable overtime rate;
- or
- (b) compensation equivalent to four (4) hours pay at the hourly rate of pay, except that the minimum of four (4) hours pay shall apply only during the first time that an employee reports for work during a period of seven (7) hours, starting with the employee's first reporting.
- 12.06 An employee who is required to report for work and reports under the conditions described in Clause 12.04, and is required to use transportation services other than normal public transportation services, shall be reimbursed for reasonable expenses incurred as follow:
- (a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use an automobile if the employee travels by means of his/her own automobile,
- or
- (b) out-of-pocket expenses for other means of commercial transportation.
- 12.07 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the normal place of work, time spent by the employee reporting to work or returning to his/her residence shall not constitute time worked.
- 12.08 An employee is entitled to overtime compensation under Clauses 12.03, 12.04, and 12.05 for each completed period of fifteen (15) minutes of overtime worked:
- (a) when the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions;
- and
- (b) when the employee does not control the duration of the overtime worked.
- 12.09 Employees shall record starting and finishing times of overtime work in a form determined by the Employer.

- 12.10 Overtime shall be compensated in cash, except where, upon the request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.
- The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- 12.11 Unless otherwise specified in this Agreement, an employee who is authorized to work three (3) or more hours following the normally scheduled hours of work shall receive a meal allowance equal to the rates specified in the Treasury Board Travel Directive.
- 12.12 The Employer shall reimburse an employee who is a parent of a young child or children for the cost of substitute care at the rate of two dollars (\$2.00) per hour, up to a maximum of fifteen dollars (\$15.00) per day when an employee works outside of the regular hours of work. Payment shall be made at such time as the employee provides a receipt to the Employer.
- 12.13 Where in any year an employee has not been granted all compensatory leave, the unused portion will be compensated in cash except where, upon request and with the approval of the Employer, carry-over of five (5) days may be granted with the remainder liquidated in cash.

ARTICLE 13 VACATION LEAVE

- 13.01 Effective on the first day of the month following the month during which this Agreement was signed, for each calendar month in which an employee earns at least ten (10) days' pay, the employee shall earn leave credits at the rate of:
- (a) one and one-quarter ($1\frac{1}{4}$) days if he/she has completed less than four (4) years of continuous employment;
 - (b) one and two-thirds ($1\frac{2}{3}$) days if he/she has completed four (4) years of continuous employment;
 - (c) two and one-twelfth ($2\frac{1}{12}$) days if he/she has completed ten (10) years of continuous employment;
 - (d) two and one-half ($2\frac{1}{2}$) days if he/she has completed nineteen (19) years of continuous employment.
- 13.02 An employee is entitled to vacation leave with pay to the extent of 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.

- 13.03 If an employee dies or otherwise ceases to be employed, the employee or the employee's 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 employment.
- 13.04 If an employee becomes ill or becomes entitled to special leave during any period of vacation leave, the period of leave so displaced shall be added to the period of leave or reinstated for use at a later date, provided any sick leave claim is supported by a certificate signed by a qualified medical practitioner.
- 13.05 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.
- 13.06 An employee who is recalled to duty during any period of vacation leave with pay shall be reimbursed for actual expenses approved by the Employer that are incurred:
- (a) in proceeding to the place of duty;
 - and
 - (b) in returning to the place from which the employee is recalled if the employee immediately resumes vacation upon completing the assignment for which he/she was recalled, after submitting such accounts as are normally required by the Employer.
- 13.07 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled, under Clause 13.06, to be reimbursed for expenses incurred.
- 13.08 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 (1/2) day, the entitlement shall be increased to the nearest half (1/2) day.

Granting of Vacation Leave

- 13.09 Applications for vacation leave shall normally be made at least forty-eight (48) hours in advance of the commencement of such leave. The employer may, for good and sufficient reasons, grant vacation leave on shorter notice than that herein provided. Such requests shall not be unreasonably withheld.
- 13.10 In cases of conflicting dates by two or more employees, length of continuous employment shall be the governing factor.

- 13.11 The Employer shall authorize the carry-over of vacation leave not exceeding one year's entitlement.
- 13.12 In granting vacation leave with pay to an employee, the Employer shall:
- (a) make every reasonable effort to schedule the employee's vacation leave at times specified by the employee;
 - and
 - (b) not require an employee to take earned vacation leave at times not specified by the employee, provided that the employee has not accumulated more than the current annual entitlement plus a year's carry-over.
- 13.13 An employee who has accumulated more vacation leave than that provided for in Clause 13.12, Sub-Clause (b), may be instructed by the Employer, after October 1st, to liquidate excess leave credits prior to the end of the vacation year or at times mutually agreed upon by the employee and the Employer. If the employee fails to identify a period of vacation leave when requested to do so by the Employer, the Employer may unilaterally schedule the employee's vacation leave for a period equivalent to the excess amount of vacation leave credits.
- 13.14 In the event of termination of employment for reasons other than death, the Employer may recover from any monies owing to the employee an amount not to exceed unearned vacation leave taken by the employee, calculated on the basis of the rate of pay received by the employee on the date of termination.

ARTICLE 14 SICK LEAVE WITH PAY

- 14.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month in which the employee receives pay for at least ten (10) days.

Granting of Sick Leave

- 14.02 An employee shall be granted sick leave with pay when unable to perform his/her duties because of illness or injury, provided that:
- (a) the employee satisfies the Employer of his/her condition by presenting a medical certificate or in such manner at such times as may be determined by the Employer;

and

- (b) the employee has the necessary sick leave credits. In the event a medical certificate certifying that the employee was unable to perform the duties of the employee's position because of illness or injury is requested, the employer will reimburse the costs charged by the Doctor for the certificate to a maximum of \$10.00.
- 14.03 Unless otherwise informed in advance, a statement signed by the employee stating that because of illness or injury he/she was unable to perform his/her duties shall, when delivered to the Employer, be considered as meeting the requirements of Clause 14.02, Sub-Clause (a).
- 14.04 An employee shall not be granted sick leave with pay during any period in which the employee is on leave of absence without pay or is under suspension.
- 14.05 If an employee has insufficient credits to cover the granting of sick leave with pay under provisions of this Article, additional sick leave with pay may be granted at the discretion of the Employer, subject to recovery of the value of any such advanced sick leave from any benefits accrued or subsequently accruing to the employee.
- 14.06 Upon the exhaustion of paid sick leave credits, an employee is entitled to leave without pay for the duration of the illness, up to a maximum of one (1) year. For a further two (2) years, the employee shall retain the right to apply on internal competitions for any vacant position, as if employment still continued.

ARTICLE 15 LEAVE WITH OR WITHOUT PAY

- 15.01 An employee who is granted leave up to one (1) year under this Collective Agreement shall return to his/her position upon the termination of leave.
- 15.02 An employee who is elected to a full-time position with the Union shall be granted leave of absence without pay for a period of one year. Such leave shall not be granted on a contiguous basis.
- 15.03 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 parent), brother, sister, spouse, child, step-child or ward of the employee, father-in-law, mother-in-law, grandparents, and other relatives 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 five (5) 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 Sub-Clause (a) above, and must include the day of the funeral.
- (c) An employee is entitled to three (3) days' bereavement leave with pay for purposes relating to the death of the employee's grandchild, son-in-law, daughter-in-law, sister-in-law or brother-in-law.
- (d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which he/she would have been eligible for bereavement leave with pay under Sub-Clause (a), (b), or (c) of this Clause, the employee shall be granted bereavement leave with pay and compensatory leave credits shall be restored to the extent of any concurrent bereavement leave, with pay granted.

15.04

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/her position;
- (iv) before a Legislative Council, Legislative Assembly or House of Assembly, or any Committee thereof that is authorized by law to compel the attendance of witnesses before it; or
- (v) before an arbitrator or umpire or a person or a body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

15.05 Maternity Leave without Pay

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than twenty-six (26) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized, or
 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized, the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling twenty-six (26) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of twenty-six (26) weeks.
- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 14, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 14, Sick Leave With Pay, shall include medical disability related to pregnancy.

- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least fifteen (15) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes. During such leave, the Employer will continue to pay its applicable share of pension and benefit plans, excluding Income Protection.

15.06 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:

(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 15.06(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.

15.06.1 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 15.06(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 15.06(a), other than those specified in sections (A) and (B) of subparagraph 15.06(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 15.06 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).

15.07 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.

- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods.
- (d) Notwithstanding paragraphs (a) and (b):
 - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay, or
 - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized, the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.
- (e) An employee who intends to request parental leave without pay shall notify the Employer at least fifteen (15) weeks in advance of the commencement date of such leave.
- (f) The Employer may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than 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. During such leave, the Employer will continue to pay its applicable share of pension and benefit plans, excluding Income Protection.

15.08 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 15.06(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*, he/she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he/she would have been eligible if no extra monies had been earned during this period.
 - (iii) where an employee has received the full twenty-six (26) weeks of maternity benefit and the full thirty-seven (37) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 15.08(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI or QPIP parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act or the Parental Insurance Act in Quebec*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.

- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum combined maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

15.08.1 Special Parental Allowance for Totally Disabled Employees

(a) An employee who:

(i) fails to satisfy the eligibility requirement specified in subparagraph 15.08(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 15.08(a), other than those specified in sections (A) and (B) of subparagraph 15.08(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 15.08 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).

15.09 Marriage Leave with Pay

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

15.10 Leave with Pay for Family Related Responsibilities

- (a) In affirmation that it is not the intent of the parties to privilege the nuclear family, and 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 and foster children), parents (including step-parents or foster parents) not necessarily residing with the employee, but requiring assistance, grandparents, mother-in-law, father-in-law, grandchildren, or any relative residing in the employee's household or with whom the employee permanently resides and anyone for whom the employee has power of attorney.
- (b) Leave with pay for family related or personal responsibilities shall be granted as follows:
 - (i) up to 50 hours of leave with pay in a fiscal year which may be taken consecutively, except where specifically noted:
 - a) to provide for temporary care of a sick member of the employee's family;
 - b) for appointments of a professional nature (doctor, dentist, therapist, lawyer, teacher, etc.);
 - c) for moving (a maximum of (1) day);
 - d) for writing an examination for the purposes of professional development;
 - e) for working as a volunteer for a charitable organization or charitable activity (a maximum of (1) day);
 - f) for reasons of a personal nature (a maximum of (2) days);
 - g) (1) day of leave with pay for needs related to the adoption of a child which may be divided into (2) periods and granted on separate days

15.11 Injury-on-Duty Leave with Pay

An employee shall be granted injury-on-duty leave with pay for such reasonable period to be determined as the period while in receipt of Workers' Compensation Benefits because of:

- (a) personal injury received in the performance of duties and not caused by the employee's wilful misconduct;

or

- (b) an industrial illness or disease arising out of and in the course of employment; if the employee agrees to remit to the Employer any amount received 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 the employee's agent has paid the premium.

15.12

Leave without pay for the Care and Nurturing of Pre-School Age Children

- (a) At the request of an employee, leave without pay in one (1) or more periods of a minimum of six (6) weeks to a total maximum of five (5) years during an employee's total period of employment with the Employer shall be provided for the care and nurturing of pre-school children.

- (b) An employee shall notify the Employer in writing as far in advance as possible, but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance, such notice cannot be given.
- (c) 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 pay for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

15.13 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 (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 Sub-Clause (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.
- (d) An employee who is granted leave under this Clause must pay both the employee and the Employer shares of the benefit plans outlined under Article 27 of this Agreement, in effect at the time of signing.

15.14 Leave without Pay for Union Business

Employees elected as Officers of the Union may be granted leave without pay for Union business approved by the Union. The Employer will be notified of the requirement for such leave as soon as possible. Such leave shall not be unreasonably withheld.

15.15 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, including illness in the immediate family as defined in Clause 15.03, prevent the employee from 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.

15.16 Leave Without Pay for the Compassionate Care of a Family Member

- a) Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.
- b) For the purpose of this article, family will be defined as in the Employment Insurance Act.
- c) Subject to sub-clause (b), an employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions:
 - i) an employee shall notify the Employer in writing, as far in advance as possible, but not less than (2) weeks of the commencement date of such leave, unless because of urgent or unforeseeable circumstances, such notice cannot be given;
 - ii) an employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.
- d) Leave granted under this article shall be for a minimum period of (1) week.
- e) If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised of circumstances under which he or she would have been eligible for compassionate care leave without pay under sub-clauses (b) and (c), the employee shall be granted compassionate care without pay and his or her paid leave credits shall be restored to the extent of any concurrent compassionate care leave without pay granted.
- f) Compassionate Care Allowance
 - i) An employee who has been on Compassionate Care Leave without pay, shall be paid a compassionate care allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause (ii), providing he or she:
 - a) has completed (6) months of continuous employment before the commencement of leave without pay,

- b) provides the Employer with proof that he or she has applied for and is in receipt of compassionate care benefits of the Employment Insurance Act in respect of insurable employment with the Employer.
- ii) Compassionate Care Allowance payments made in accordance with the SUB Plan will consist of the following:
- a) where an employee is subject to a waiting period of (2) weeks before receiving Employment Insurance Compassionate Care Benefits, (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - b) for each week in respect of which the employee receives Compassionate Care benefits, the difference between the gross weekly amount of the Employment Insurance Compassionate Care benefits he or she is eligible to receive and (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.
- iii) At the employee's request, the payment referred to in sub-clause 15.16(f)(ii)(a) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI compassionate benefits.

ARTICLE 16 DESIGNATED PAID HOLIDAYS

16.01 The following days shall be designated paid holidays for all employees:

- (a) Holiday Season Leave
 - (i) Employees shall be granted leave with pay for regular working days falling in the period between December 26th and January 1st.
 - (ii) Employees designated as essential by the Employer and who are required to work the regular working days between December 26th and January 1st, shall be subject to the overtime provisions.
 - (iii) Employees designated as essential by the Employer and who work the regular working days between December 26th and January 1st, shall be credited with one (1) day vacation leave for each day worked during this period.
 - (iv) 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.

- (v) For greater certainty, only designated employees may work during this period.
- (vi) 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.
- (b) Good Friday;
- (c) Easter Monday;
- (d) The day fixed by proclamation of the Governor-in-Council for celebration of the Sovereign's Birthday;
- (e) Canada Day;
- (f) First Monday in August;
- (g) Labour Day;
- (h) The day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving;
- (i) Remembrance Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) In recognition of Heritage Day, one (1) floating holiday to be taken on a day mutually agreed upon by the employer and the employee. In the event that this day is proclaimed by the Governor-in-Council to fall on a specified day, then that day shall become the designated paid holiday for the purposes of this Agreement.
- (m) January 2 for all employees who work in Québec. For those employees who do not work in Québec, a floating holiday to be scheduled in a manner similar to annual as described in 13.09, 13.10 and 13.12(a). This floating holiday must be taken in the calendar year and cannot be banked for use in later calendar years.
- (n) Employees will be entitled to one (1) day leave per calendar year for the purpose of relieving stress. Such leave may not be combined with any other type of leave and shall not be carried over to the following year.

- 16.02 When a day designated as a holiday under clause 16.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following the day of rest.
- 16.03 (a) An employee who is required by the Employer to work on a designated paid holiday shall be paid, in addition to the regular pay for that day, double (2) time for all hours worked, to a maximum of seven (7) hours at the overtime rate.
- (b) The employee concerned shall receive the overtime payment not later than the end of the month following that in which it was earned.
- 16.04 An employee absent on leave without pay on both the full working day immediately preceding and the full working day following a designated paid holiday is not entitled to pay for the holiday.

ARTICLE 17 SEVERANCE PAY

General

- 17.01 An employee who is entitled to a pension under the terms of the pension plan to which the employees and the Employer contribute shall, upon retirement, be paid one (1) week's pay at the employee's current rate of pay for each completed year of continuous employment or pro-rated portion thereof in respect of which the employee has not previously been paid severance pay.
- 17.02 An employee who resigns and who, at the time of resignation, has sixteen (16) years of continuous employment, shall be paid one (1) week's pay at the employee's current rate of pay for each completed year of continuous employment or pro-rated portion thereof in respect of which the employee has not previously been paid severance pay.
- 17.03 An employee who resigns after ten (10) or more years of continuous employment, and who does not qualify for severance pay under Clauses 17.01 and 17.02 shall be paid one half (1/2) of one (1) weeks' pay at the employee's current rate of pay for each completed year of continuous employment or pro-rated portion thereof in respect of which the employee has not previously been paid severance pay.

Death

- 17.04 If an employee dies after one (1) or more years of continuous employment, there shall be paid to his/her estate an amount determined in accordance with Clause 17.02, despite the fact that the conditions specified in Clause 17.01 may not have been fulfilled and regardless of any other benefit payable.

ARTICLE 18 PAY AND CLASSIFICATION

- 18.01 Employees will be paid by cheque every two (2) weeks. A stub will be attached to the cheque which indicates the employee's gross and net entitlements and details of all deductions. At an employee's request, the Employer will make the necessary deductions for Canada Savings Bonds and United Way. Employees will receive their cheques by 11:00 a.m. on the Thursday immediately preceding the second Friday of the bi-weekly payroll period.
- 18.02 Except as otherwise specified in the letter of offer, on appointment an employee's salary rate will be the minimum of the salary range applicable to the classification level to which the employee is appointed. Unless the Employer takes action to withhold increments because of unsatisfactory performance of duties, an employee shall be entitled to periodic increments in accordance with the applicable salary range until the maximum of such salary range is reached.
- 18.03 An employee who is promoted shall be entitled to that rate of pay in the salary range of the classification level to which the employee is promoted which provides an increase in an amount not less than the lowest annual increment provided for in the new salary range.
- 18.04 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 18.03), 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 in respect of the classification level of the position from which the employee was transferred. If there is no such rate in the new salary range, the employee shall continue to receive his/her previous salary rate until such time as a higher rate is provided in the new salary range, at which time and effective the date thereof, the employee shall be entitled to the salary rate which is closest to, but not less than, the previous salary range.
- 18.05 An employee to whom Clause 18.04 applied shall retain his/her increment date if the employee has not reached the maximum rate in his/her former position and is not paid the maximum rate in the new position to which the employee is appointed.
- 18.06 If an employee is promoted or transferred on a date which coincides with the date on which the employee would otherwise have received a salary increment in respect of his/her previous position, such salary increment shall be deemed to have been duly authorized before determining the rate of pay applicable on promotion or transfer, as the case may be.
- 18.07 An employee who is required by the Employer to perform, for a temporary period of at least five (5) consecutive working days, the duties of a higher position than

the one held by the employee shall be paid acting pay from the first day of such temporary period, calculated as if the employee 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 five (5) consecutive working days.

- 18.08 The pay increment date for an employee appointed to a position shall be the first day following the anniversary date of the increment period for the position to which the employee was appointed.
- 18.09 The increment period shall be as specified in Appendix "A" (Rates of Pay).
- 18.10 Except where otherwise specified, when an employee has been granted leave of absence without pay for a period in excess of three (3) months, a pay increment shall become due to that employee on the date on which the employee will have completed a period of employment equal to the pay increment period for the position held. Subsequent pay increments thereafter for that employee shall become due on the date on which he/she will have completed a period of employment equal to the pay increment period for the position the employee held.
- 18.11 An employee is entitled to be paid for services rendered at the rate of pay specified in Appendix "A" for the position to which the employee held.
- 18.12 Reimbursement of all retroactive pay, benefits, allowances and adjustments shall be made by the Employer within thirty (30) days of the date of signing of this Collective Agreement.

ARTICLE 19 COMPENSATION FOR TRAVEL

- 19.01 For the purpose of this Article, "applicable overtime rate" means time and one-half (1½) for a combined period of travel and work on a work day and a Saturday, and double (2) time for a period of travel on a Sunday or a designated paid holiday.
- 19.02 When an employee is required by the Employer to travel outside of the headquarters area (233 Gilmour Street) and such travel is approved by the Employer, the employee's method of travel shall be determined by the Employer and shall be compensated in the following manner:
- (a) on a working day on which the employee travels but does not work, the employee shall receive regular pay for the day;
 - (b) on a working day on which the employee travels and works, the employee shall be paid:
 - (i) the regular pay for the day for a combined period of travel and work not exceeding seven (7) hours;
 - and
 - (ii) at the applicable overtime rate for additional travel time in excess of a seven (7) hour period of work and travel, with a maximum payment for such additional travel not to exceed seven (7) hours at the straight-time rate in any day.
 - (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled, to a maximum of seven (7) hours pay at the straight-time rate.
- 19.03 Unless otherwise specified in this Agreement, the provisions of the PSAC (Treasury Board) Travel Directive shall apply to all travel approved by the Employer.
- 19.04 For each three (3) nights an employee remains in overnight travel status, the employee shall be entitled to claim the cost of a five (5) minutes telephone call to the employee's place of residence.

ARTICLE 20 PER DIEM

20.01 Employees required to attend meetings out of town for:

(a) UVAE National Executive Officers Meetings;

and

(b) UVAE National Triennial Convention, shall receive a per diem equal to the per diem paid to the Employer's National Executive Officers.

ARTICLE 21 RELOCATION

21.01 Unless otherwise specified in this Agreement, the provisions of Chapter 375 of the Administrative Policy Manual of Treasury Board Canada shall apply to all employee relocations approved by the Employer.

ARTICLE 22 STATEMENT OF DUTIES

22.01 An employee shall be entitled to a complete and current statement of duties and responsibilities of his/her position.

22.02 The employer shall consult with the employee(s) if changes occur in the employees' current statements of duties.

22.03 No employee shall suffer any reduction in earnings as a result of any changes 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.

ARTICLE 24 PICKET LINES

24.01 Employees covered by this Agreement shall have the right to refuse to cross a picket line and to refuse to do the duties of striking workers.

24.02 Should an employee refuse to cross a picket line, the Employer shall not take disciplinary action.

24.03 Unless authorization has been granted by the Employer, the exercise of the right to refuse to cross a picket line which exists on or about the employee's workplace shall result in forfeiture of pay by the employee.

ARTICLE 25 GRIEVANCE PROCEDURE

25.01 An employee who feels that he/she has been treated unjustly or considers him/herself aggrieved by any action or lack of action by the Employer is entitled to present a grievance in the manner prescribed in this Article. Where a dispute involving a question of general application, administration or interpretation occurs, the Union may institute a grievance.

25.02 Before submitting a grievance, an employee is encouraged to discuss the matter with his/her supervisor. If desired, an employee may be assisted or represented by the Union during such discussions.

25.03 In order to provide an orderly and speedy procedure for settling grievances, the Employer recognizes that there will be a Steward, named by the Union, who is an employee. The Union will notify the Employer of the name of the Steward. The Employer agrees that the Steward and/or the griever(s) shall be granted reasonable time off to have the right to investigate disputes and/or attend meetings as provided in this Article without loss of salary or benefits.

25.04 A grievance must be presented to Level One of the Grievance procedure described in 25.05, below, within twenty-five (25) working days of the employee becoming aware of the circumstances giving rise to the grievance.

Grievance Procedure

25.05 Level One

Grievances shall be submitted in writing to the National President by the Steward. Grievances shall be signed by the employee(s) involved, except for Union grievances instituted in accordance with Article 25.01.

25.06 Response - Level One

Within ten (10) working days of the filing of a grievance under Level One of the grievance procedure, the parties shall meet to discuss the grievance. Within the same period, but subsequent to the meeting of the parties, the Employer will reply to the grievance in writing.

- 25.07 Transmittal to Final Level
- Failing a satisfactory settlement being reached at Level One, the grievor or the Union may refer the grievance to the Employer Council within ten (10) working days of receipt of a written reply from Level One.
- 25.08 Response - Final Level
- Within ten (10) working days of the referral of a grievance under Clause 25.07, the parties shall meet to discuss the grievance. Within this same period, but subsequent to a meeting of the parties, the Employer will reply to the grievance in writing.
- 25.09 Transmittal to Arbitration
- Failing a satisfactory settlement being reached at Final Level, the Union may refer the dispute to arbitration. The Union will notify the Employer of the decision to proceed to arbitration within twenty-five (25) working days of receipt of a written reply from the Final Level.
- 25.10 When the Union has notified the Employer in writing of its intent to proceed to arbitration, the parties shall meet within ten (10) working days to discuss the appointment of an Arbitrator. If the parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party.
- 25.11 The decision of the Arbitrator shall be final, binding, and enforceable on all parties. The Arbitrator shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance and to amend any penalty imposed by any arrangement that the Arbitrator deems to be just and equitable.
- 25.12 If a grievance is referred to an Arbitrator pursuant to Article 25.09, the Employer and the Union will share the cost of the Arbitrator on an equal basis.
- 25.13 The time limits fixed in this Article may be extended by mutual agreement of the parties.
- 25.14 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 26 JOINT CONSULTATION

- 26.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.
- 26.02 A Union-Employer Committee will be established to consult on areas of concern to both parties. Either party may provide items for the agenda for any proposed meeting. Meetings will be scheduled at a time convenient to both parties, however, there shall be not fewer than one (1) meeting every three (3) months. Each party shall be responsible for expenses incurred by its Representatives, except that the Employer agrees to allow leave with pay for such meetings.

ARTICLE 27 WELFARE PLANS AND BENEFITS

- 27.01 The Employer shall pay one hundred percent (100%) of the premium of the PSAC approved Dental Plan (Plan E).
- 27.02 The Employer shall pay one hundred percent (100%) of the premiums for the PSAC Long Term Disability Income Insurance Plan.
- 27.03 The Employer shall pay one hundred percent (100%) of the premium for the PSAC Extended Health Care Plan (Plan E).
- 27.04 Up to age 65, the Employer shall pay one hundred percent (100%) of the premiums of a life insurance plan which provides a benefit equal to two (2) times an employee's annual salary to the higher thousand. At age 65, the life insurance will be reduced to \$1,000.00.
- 27.05 The Employer shall pay one hundred percent (100%) of the premium for a vision care benefit which provides for \$350.00 per insured member per two years (Plan E).
- 27.06 The terms and conditions of the PSAC Pension Plan, including the indexation feature, shall apply to the employees.
- 27.07 If the premiums paid by the Employer for any benefits are reduced as a result of any legislative change or action, the amount of 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 employees.
- 27.08 Employees who receive less than ten (10) days' pay in a calendar month shall have the option of maintaining their coverage under the welfare plans specified in this Article, where permitted by the plans. In such cases, the employee will pay one hundred percent (100%) of the applicable premiums or contributions.

ARTICLE 28 STAFF DEVELOPMENT

- 28.01 An employee who undertakes a training course outside 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 nature.
- 28.02 To be eligible to receive reimbursement, the employee must fulfil 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 an excellent record of attendance.
- 28.03
- (a) Full reimbursement of the direct expenses of instruction will be made in some circumstances, fifty percent (50%) in others, and in some circumstances, no reimbursement.
 - (b) Full reimbursement of the direct expenses of instruction shall be approved in situations in which a specific training need in relation to the present work of an employee has been identified. Reimbursement of fifty percent (50%) of the direct expenses of instruction is applicable in other cases, where need is less specific or is based more on opinion rather 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 Union of Veterans Affairs Employees.
 - (c) Reimbursement will not be approved for training which does not, as a minimum, relate directly to the general needs of the Union of Veterans Affairs Employees.
- 28.04 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 the employee's qualifications.

**ARTICLE 29 EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT
LEAVE WITH PAY**

Education Leave Without Pay

- 29.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of 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/her 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.
- 29.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to one hundred percent (100%) of the employee's annual rate of pay, as provided for in Appendix "A" of this Agreement, depending on the degree to which the education leave is deemed by the Employer to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- 29.03 Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified whether such allowances are to be continued, in whole or in part, when the leave is approved.
- 29.04 As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

If the employee:

- (a) fails to complete the course;
- (b) does not resume employment with the Employer on completion of the course;

or

- (c) ceases to be employed before termination of the period the employee has undertaken to serve after completion of the course, the employee shall repay the Employer all allowances paid under this Article during the education leave, or such lesser sum as shall be determined by the Employer.

Career Development Leave with Pay

- 29.05 (a) Career Development refers to an activity which, in the opinion of the Employer, is likely to be of assistance to the individual in furthering 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 Clause 29.05, Sub-Clause (a), above. The employee shall receive no compensation under Article 12 (Overtime) and Article 19 (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.

ARTICLE 30 BILINGUALISM BONUS

- 30.01 The Employer agrees that a Bilingualism Bonus of eight hundred dollars (\$800.00) shall be payable to all employees who are required by the Employer to use both official languages when communicating, either orally or in writing, with the membership and with any person with whom the Employer must establish and maintain communication, when such employees are recognized as meeting the language proficiency requirements for their position.
- 30.02 The Bilingualism Bonus shall be a flat annual amount of \$800.00, calculated on a bi-weekly basis, and payment will be included in the normal bi-weekly pay cheque.
- 30.03 The Bilingualism Bonus shall be considered as part of an employee's salary for the purposes of the following:
- the employee's Pension Plan;
 - Canada or Québec Pension Plan;
 - PSAC Long Term Disability Insurance Plan;
 - Workers' Compensation;
 - PSAC Group Life Insurance;
 - Unemployment Insurance.

- 30.04 The Bilingualism Bonus will not be considered as part of an employee's salary or be used to compute an employee's salary entitlements for the following:
- transfer;
 - promotion;
 - overtime calculation;
 - severance pay;
 - payment on termination of employment of unused vacation leave on lay-off, resignation, or retirement.
- 30.05 The Employer agrees that the Bilingualism Bonus will be paid to its employees as long as it will be paid in the Public Service, or for any longer period that may be decided by the Employer.
- 30.06 An eligible employee shall be entitled to receive the Bilingualism Bonus for any month in which the employee has received a minimum of ten (10) days' pay.
- 30.07 An eligible employee is entitled to receive the Bilingualism Bonus during any period of paid leave, up to a maximum of sixty (60) consecutive calendar days.
- 30.08 When an employee is notified by the Employer that he/she is no longer eligible to receive the Bilingualism Bonus, the notice of termination to the employee shall be provided two (2) months prior to its effect.

ARTICLE 31 LAY-OFF

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

ARTICLE 32 PROBATION FOR NEW EMPLOYEES

- 32.01 New employees shall be on probation as follows:
- Service Officer: twelve (12) months from date of hiring;
 - All other employees: six (6) months from date of hiring.
- 32.02 Notwithstanding the provisions of this Article, the Employer, with the agreement of the Union, may waive or reduce the period of probation.
- 32.03 During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement.

- 32.04 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.
- 32.05 In the event that a new employee proves unsatisfactory in the performance of his/her duties any time during the probationary period, the employee may be released by the Employer. The reason(s) for release shall be provided to the employee in writing.
- 32.06 A grievance that may arise from the release of a new employee during the probationary period shall not be subject to arbitration, except that the grievance and arbitration procedure outlined in Article 25 shall apply in cases where such release is due to disciplinary reasons.

ARTICLE 33 PROMOTIONS AND APPOINTMENTS

- 33.01 Notification of all vacant and newly created positions within and outside 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.
- 33.02 With the exception of vacancies of four (4) months or less, the promotion and/or transfer of employees to positions within and outside 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) continuous employment with the Alliance and its Components.
- Where the factors in Sub-Clause (a) are relatively equal, length of continuous employment with the Employer shall govern.
- 33.03 If a position is identified as bilingual by the Employer, unilingual employees will be eligible to make written application, provided that an appointment to this position constitutes a promotion for the employee and 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 reasonable effort to place the employee in a position at a classification level equivalent to the employee's 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.

- 33.04 The Employer shall not make appointments from outside the bargaining unit to any position within the bargaining unit until the selection process, in accordance with Clause 33.02, is completed and the selection board determines that there is no qualified candidate.
- 33.05 A successful applicant shall be placed on probation, in accordance with Article 32, except that in the case of an employee who, in accordance with Clause 33.03, is on language training, the probationary period will terminate only when the employee has completed six (6) months of work in the position, excluding the time spent while on training.
- 33.06 In the event an employee is rejected on probation following a promotion, the Employer shall make every possible reasonable effort to place the employee in a position at a classification level equivalent to the employee's former position.
- 33.07 The increment date of an employee appointed in accordance with Clause 33.06 shall be the same as in the former position, as if the appointment to the higher position had never been made.
- 33.08 The salary to which an employee becomes entitled upon appointment in accordance with Clause 33.06 shall be that to which the employee would have been entitled in the former position if the appointment to the higher position had never been made.
- 33.09 Promotions and appointments shall not be the subject of arbitration.

ARTICLE 34 DISCIPLINE AND SUSPENSION

- 34.01 (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 the employee 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 Sub-Clause (a) above.
- 34.02 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer or by a Representative of the Employer, the employees are entitled to have a Union Representative attend the meeting.
- 34.03 The Employer shall notify the Union that such suspension or discharge has occurred or is to occur.

ARTICLE 35 PERSONNEL FILE

- 35.01 (a) The Employer shall maintain only one (1) personnel file for each employee and said personnel file shall be held in the National President's office. Upon request by an employee to the National President, the Employer shall allow said employee to view his/her personnel file. The Employer shall provide an employee with a copy of any document on his/her personnel file requested by the employee.
- (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.
- (c) Any unfavourable report concerning an employee and any report concerning an infraction shall be withdrawn from the file after a period of two (2) years from the date of the alleged infraction, provided there is no further infraction of a similar nature.

ARTICLE 36 TECHNOLOGICAL CHANGE

- 36.01 "Technological Change" means the introduction of equipment different in nature, type or quantity from that previously utilized, a change related to the introduction of this equipment, a change in the manner in which the Employer carries on its operations, and any change in work methods and operation affecting one or more employees.
- 36.02 In carrying out technological changes, the Employer will endeavour to eliminate all adverse effects on employees.
- 36.03 The Employer agrees to notify the Union as far as possible in advance but no less than ninety (90) days before the introduction of a technological change and to update the information provided as new developments arise and modifications are made.
- 36.04 The notice mentioned in Clause 36.03 shall be given in writing and shall contain pertinent data, including but not restricted to:
- (a) the nature of the change;
- (b) the date on which the Employer proposes to effect the change;

- (c) the employees likely to be affected by the change;
- (d) the effects the change may be expected to have on the employees' working conditions and terms of employment.

- 36.05 Where the Employer has notified the Union of its intention to introduce 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 any problems arising from this change.
- 36.06 The Employer agrees that no employees shall be laid off as a result of the introduction of a technological change.
- 36.07 Any employee affected by the introduction of a technological change shall be provided with a reasonable amount of training, during working hours, at the Employer's expense. Any present employee unsuccessful in a retraining course shall maintain his/her salary level in the bargaining unit.

ARTICLE 37 PERSONAL AND SEXUAL HARASSMENT

- 37.01 The Union and the Employer recognize the problem of personal and sexual harassment in the workplace and in situations outside the workplace.
- 37.02 "Personal harassment" shall be defined as any behaviour by any person that is directed at an employee and is offensive to that employee and undermines their job performance. Job counselling shall not be considered personal harassment.
- 37.03 "Sexual harassment" can be identified as but is not limited to any incident or series of incidents related to sexuality that may be verbal, physical, deliberate, unsolicited or unwelcome.
- 37.04 For the purpose of this Article, work environment includes, but is not limited to meetings, seminars, courses, and conferences held outside of an employee's normal work location.
- 37.05 The Employer and the Union, therefore, are firmly opposed to any form of personal or sexual harassment of or by employees at the workplace or in any work situation or location. Employees have the right to be protected from discrimination and personal and/or sexual harassment. It is the Employer's responsibility to provide a work environment free from personal and/or sexual harassment.
- 37.06 The Employer is obligated to deal with a complaint of sexual or personal harassment and to redress the situation appropriately.

37.07 An employee may initiate a grievance under this Article at any step of the grievance procedure. Grievances under this Article will be handled with all possible confidentiality and dispatch by both parties to the Collective Agreement.

ARTICLE 38 HEALTH AND SAFETY

38.01 Preamble

The Employer agrees to take appropriate measures as deemed necessary with a view to ensuring that during the course of their employment, employees 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.

38.02 Joint Health and Safety Committee

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

The Committee shall give consideration to and make recommendations on such matters as the safeguarding of health and the 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.

38.03 First Aid Training

The Employer shall encourage employees to take first aid courses and, for this purpose, shall 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.

38.04 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. Results of all medical examinations will be made available to employees upon request.

38.05 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.

38.06 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 suitable employment as is available.

Health and Safety Information

38.07

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

38.08 Dangerous Situations

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

38.09 Grievance Procedure

The existence of health and safety hazards in the workplace is subject to Article 25 (Grievance Procedure) of this Collective Agreement.

ARTICLE 39 PARKING

39.01 Employees who use their cars to travel to and from work may, provided that space is available, apply to rent parking space either indoors or outdoors at the Alliance Building Parking area.

39.02 Subject to Clause 39.01, the Employer shall pay fifty percent (50%) of the parking cost.

39.03 Employees who use public transportation to travel to and from work shall be reimbursed fifty percent (50%) of the actual cost of a monthly bus pass by the Employer.

39.04 In recognition of mileage and other incidental expenses incurred by an employee in the performance of duties outside of the office, the Employer will reimburse each employee five-hundred dollars (\$500) per year payable no later than January 15th of each year.

ARTICLE 40 CALL-BACK PAY

40.01 An employee who is recalled to a place of work for a specific duty, and such recall has not been scheduled in advance, shall be paid the greater of:

(a) compensation equivalent to four (4) hours pay at the straight-time rate;

or

(b) compensation at the applicable overtime rate, provided that the period of overtime worked by the employee is not contiguous to the scheduled working hours.

40.02 An employee who is recalled to work overtime under the conditions described in Clause 40.01 and is required to use transportation services other than normal public transportation services shall be reimbursed for reasonable expenses incurred as follows:

- Mileage allowance at the rate normally paid to an employee authorized by the Employer to use his/her automobile if the employee travels by means of his/her own automobile. Such mileage allowance shall not be less than Treasury Board directive.

or

- Reimbursement for cab fares from the employee(s) departure point or residence to the workplace and vice-versa. No receipt is required for fares under \$5.00. For fares over \$5.00, the employee(s) must submit an expense claim attaching all receipt(s).

ARTICLE 41 UNION LABEL

41.01 The Union Bug, whether by stamp or typewritten, shall be included on all correspondence, reports, briefs, etc., that are reproduced in the office of the Employer by persons working under the conditions of this Collective Agreement.

ARTICLE 42 PRESENT CONDITIONS AND BENEFITS

42.01 Merger and Amalgamation Protection

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 is involved, will ensure that all benefits and conditions of employment held by the employees shall be integrated and shall not be adversely affected. In the event that the Employer merges or amalgamates with any other organization, the Employer shall notify the Union as soon as it becomes aware of the possibility of such merger or amalgamation. The Employer shall include one Union Representative in any internal or external discussions regarding matters included in this Collective Agreement which may be affected by any such merger or amalgamation.

42.02 Reorganization Protection

In the event that the Employer reorganizes for any reason, the Employer shall notify the Union three (3) months prior to the proposed reorganization. In addition, the Employer will ensure that:

- (a) there shall be no lay-offs of present employees as a result of such reorganization;
- (b) no present employee shall suffer a reduction in earnings as a result of such reorganization.

ARTICLE 43 MODIFICATION, TERM, RENEWAL OF AGREEMENT

43.01 Unless otherwise expressly stipulated, the terms and conditions of this Agreement shall become effective on May 1, 2004, 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.

43.02 This Agreement shall be binding and remain in effect from May 1, 2007 to April 30, 2010.

43.03 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 notice was served to commence bargaining.

- 43.04 This Agreement may be amended by mutual consent of the parties.
- 43.05 The rates of pay outlined in Appendix "A" of this Collective Agreement will apply retroactively from May 1, 2007, to all those individuals who have left the employ of the Employer prior to the signing of this Collective Agreement, provided these former employees make application for the retroactive salary increase.

SIGNED AT OTTAWA THIS 18TH DAY OF SEPTEMBER 2007

**UNION OF VETERANS'
AFFAIRS EMPLOYEES**

**ALLIANCE EMPLOYEES'
UNION**

Yvan Thauvette
National President

Lucette Charron
President, AEU

Kim Coles,
National Executive Vice-President

Anne Howard,
Member, Negotiating Team

**MEMORANDUM OF AGREEMENT NO. 1
DEFERRED LEAVE**

The parties hereby agree that the Employer may grant leave without pay for a period of up to one (1) year to each employee who has completed seven (7) years of continuous employment within the bargaining unit. Furthermore, the Employer may grant further periods of leave without pay of up to one (1) year after an employee has completed each additional four (4) years of continuous employment within the bargaining unit.

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

- a) The Employer shall not be required to grant such leave during the same period of time to more than one (1) employee employed in the same branch. If more than one (1) employee employed in the same branch submits a request for such leave which covers all or part of the same period of time, seniority shall be the determining factor in the granting of such leave.
- b) The Employer shall not be required to grant such leave during the same period of time to more than five (5) employees covered by this Collective Agreement. If more than five (5) employees submit a request for such leave which covers all or part of the same period of time, seniority shall be the determining factor in the granting of such leave.
- c) Leave granted under this Memorandum of Agreement which is for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.
- d) During any period of leave granted under this Memorandum of Agreement, the employee shall pay the full premium (100%) for the benefit plans specified in Article 27 of this Collective Agreement. If the employee so chooses, he/she may pay the Employer and the employee shares of the premiums for the PSAC Pension Plan during such periods of leave.
- e) An employee who is granted leave under this Memorandum of Agreement shall have the right to return to his/her former position upon the termination of such leave.

- f) This leave shall not be used in conjunction with any other leave without pay.
- g) The Employer agrees to introduce the Deferred Payment Plan effective January 1 following the date of signing of this Collective Agreement.

The regulations governing the Deferred Payment Plan are appended hereto.

MEMORANDUM OF AGREEMENT

HOURS OF WORK

The parties agree to the implementation of the following work schedule during the term of this agreement.

- 1) The work week shall remain at thirty-five (35) hours including the lunch period, from Monday to Friday inclusive, but hours of work will be scheduled over a four-day work week.
- 2) The individual workweek schedule will be established in such a way that either Monday or Friday will be a 'scheduled day off'.
- 3) A core period from 9:00 a.m. to 3:00 p.m. will be observed.

The above schedule will be in effect from May 1st to Labour Day during the term of this collective agreement. Notwithstanding the foregoing, the Employer further agrees that the four (4) day work week may be extended beyond the period of May 1st to Labour day.

The parties agree to review the 4-day work week schedule during the next round of negotiations with a view of including such new schedule in the Hours of Work article (Article 11).

Yvan Thauvette
National President, UVAE

Lucette Charron
Negotiator

Kim Coles,
National Executive Vice-President

Anne Howard,
Member, Negotiating Team

Appendix 'A'
Rates of Pay

Band 7

Effective date

May 1, 2006

\$52,773	\$54,356	\$55,987	\$57,667	\$59,397
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May 1, 2007 (3.5%)

\$54,620	\$56,258	\$57,947	\$59,685	\$61,476
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May 1, 2008 (3%)

\$56,258	\$57,946	\$59,685	\$61,476	\$63,320
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May 1, 2009 (2.5%)

\$57,664	\$59,396	\$61,177	\$63,013	\$64,903
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