

**AGREEMENT BETWEEN
THE AGRICULTURE UNION**

AND

**THE ALLIANCE EMPLOYEES' UNION
UNIT XIX**

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 Employer, 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 the service to the members of the Agriculture Union and to promote the well-being and increased efficiency of its employees to the end that the Employer will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Agriculture Union in which members of the bargaining unit are employed.

ARTICLE 2

DEFINITIONS

- 2.01** For the purpose of this Agreement:
- a) "bargaining units" means the employees of the Employer in the group described in Article 5 (Recognition).
 - b) a "common-law spouse" relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse, and continues to live with that person as if that person were his/her spouse regardless of sex.

- c) "compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave or when compensatory leave is paid in cash shall be based on the employee's hourly rate of pay received on the day immediately prior to the day on which leave is taken.
- d) "continuous employment" means an unbroken period of employment with the Alliance or its Components ; and, for greater certainty employment shall not be considered to be broken by authorized periods of leave, with or without pay, or by any period of less than three (3) months between two separate periods of employment with the Agriculture Union, the Alliance and its Components;
- (This definition in no way implies any entitlement to pay or other compensation from the Agriculture Union during the hiatus between two separate periods of employment).
- e) "daily rate of pay" means an employee's weekly rate of pay divided by five (5).
- f) "day of rest" in relation to an employee means a day other than a holiday in which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave or absent from duty without permission.
- g) "dependent child" means an employee's or spouse's natural, legally adopted, or stepchild who is unmarried, unemployed, dependent and under the age of 21 if not in full time attendance at an educational institution, otherwise under the age of 25 or no age limit if the dependent child has a permanent disability. The definition of spouse and child will be applied to all relevant contract clauses, welfare plans and benefits, except pension plan where dependent child is defined by law.

- h) "employee" means a person who is a member of the bargaining unit including term and part-time employees.
- i) "Employer" means the Agriculture Union.
- j) "holiday" means a day designated as a paid holiday in this agreement.
- k) "hourly rate of pay" means an employee's weekly rate of pay divided by thirty-five (35).
- l) "job-share" means a situation where one position is divided equally between two employees.
- m) "leave" means authorized absence from duty by an employee during the employee's scheduled regular hours of work.
- n) "membership dues" means the dues established by the Alliance Employees' Union as the dues payable by its members as a consequence of their membership in the Union and shall not include any initiation fee, insurance premium or special levy.
- o) "part-time employee" means a person employed by the Agriculture Union who is required to work less than 35 hours per week and works at least 17.5 hours per week.
- p) "promotion" means an appointment to a position where the maximum rate of pay exceeds the maximum rate of pay applicable to the position held by the employee immediately prior to the appointment by an amount equal to at least the lowest annual increment applicable to the position to which the employee is appointed.
- q) "secondment" means the authorized temporary assignment with pay of an employee to a position with an organization other than the Employer for the purpose of performing duties for said organization. No employee shall be subject to secondment without her/his consent.
- r) "spouse" means a person to whom an employee is legally married, or a person with whom an employee has cohabited for a continuous period of at least one (1) year and who has been

identified to the Employer as the employee's spouse regardless of sex.

- s) "term employee" means a person who is employed by the Employer for a specified period of time to perform duties either on a full-time or part-time basis but who ceases to be employed when the specified period of time is terminated unless the specified period of time is extended by another specified period of time or terminated prior to the specified period.
- t) "transfer" means an appointment to a position which does not constitute a promotion.
- u) "Union" means the Alliance Employees' Union.
- v) "weekly rate of pay" means an employee's annual rate of pay divided by 52.17.

ARTICLE 3

APPLICATION

- 3.01** The provisions of this Agreement apply to the Alliance Employees' Union, employees and the Employer.
- 3.02** Both the English and French texts of this Agreement are official.
- 3.03** Where the masculine or feminine gender is used in this Collective Agreement, it shall be considered to include both genders unless any provision of this Collective Agreement specifies otherwise.

ARTICLE 4
ALLOWANCES

- 4.01** Unless otherwise expressly stipulated elsewhere in this collective agreement, meal allowances and/or per diems shall be the same as the amount provided for in the Agriculture Union.
- 4.02** If an employee is required to work on Employer's business within his/her headquarters' area and works over a meal period, and is required to purchase a meal, he/she shall be entitled to the applicable meal allowance.

ARTICLE 5
RECOGNITION

- 5.01** The Employer recognizes the Alliance Employees' Union as the exclusive bargaining agent for all employees as certified by the Ontario Labour Relations Board 30 May 2000 employed as staff of the Agriculture Union.

ARTICLE 6
APPOINTMENT OF REPRESENTATIVES

- 6.01** The Employer acknowledges the right of the Union to appoint employees as Representatives of the Union.
- 6.02** The Union agrees to limit the appointment of Representatives to a reasonable number.
- 6.03** The Union shall notify the Employer, in writing, of the names of the Representatives.
- 6.04** The representative shall obtain, whenever possible, the permission of his/her immediate supervisor before leaving his/her work to investigate with fellow employees, complaints of an urgent

nature, to meet with management for the purpose of dealing with grievances, to attend consultation meetings and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his/her immediate supervisor before resuming his/her normal duties.

- 6.05 a)** The Employer agrees to recognize a Committee of two (2) employees per Bargaining Unit, selected by the Union as the Union's Bargaining Committee. Said employees shall be granted leave with pay to attend any meetings with the Employer in connection with negotiations, including time to travel to and from said meetings.
- b) In the event that either party wishes to convene a meeting for the purpose of negotiations, said meeting shall be held at a time and place mutually agreed upon by both parties.
- 6.06** A representative shall be granted time off with pay during the grievance process including arbitration in order to represent any member of this AEU bargaining unit. Such time off shall be reported on an appropriate leave form.
- 6.07** The Union shall have the right to appoint a representative representing all the bargaining units to any joint committee. The number of union representatives may be increased upon mutual agreement.
- 6.08** The Employer agrees to provide an AEU representative and a new employee up to one (1) hour paid leave to acquaint newly hired employees, at the time of orientation, with the fact that a collective bargaining relationship exists between the Union and the Employer.

ARTICLE 7

UNION SECURITY

- 7.01** All employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing. The Employer agrees to deduct half of the monthly dues, as certified by the Treasurer of the Union, from each of two bi-weekly salary cheques each month for each employee in the bargaining unit and forward same to the Treasurer of the Union, together with a list of employees and the amount from whom deductions were made.
- 7.02** The Employer shall ensure that T4s issued to employees in the bargaining unit show the amount deducted for union dues and remitted to the Union.

ARTICLE 8

RETENTION OF RIGHTS AND PRIVILEGES

- 8.01** Should the Employer merge, amalgamate or combine any of its operations or functions with another organization during the term of this Agreement, the Employer, through whatever merger agreement involved, agrees that all benefits and conditions of employment held by the employees shall be integrated and shall not be adversely affected.
- 8.02** Should the Union change its name, affiliate or merge with any other Union, or group of unions, the resulting entity shall retain all the privileges and rights of the former Union and the existing Collective Agreement shall remain in force for the term of the Collective Agreement.
- 8.03** All benefits which employees now enjoy or receive shall continue and may be modified by mutual agreement between the Employer and the Union.

ARTICLE 9

INFORMATION TO THE UNION

- 9.01** The Employer will forward to the Secretary of the Union the name 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.
- 9.02** The Employer shall provide the union with ten (10) copies (5 English and 5 French) of this Collective Agreement within two weeks of the reproduction of this agreement.
- 9.03** Reasonable space on bulletin boards will be made available to the Union for the posting of official Union notices in convenient locations as determined by the Employer.

ARTICLE 10

INFORMATION TO EMPLOYEES

- 10.01** Upon request by an employee to the President, the Employer shall allow the employee to view his/her personnel file and provide him/her with a copy of any document on the file requested by the employee.
- 10.02** The Employer shall provide each employee in the bargaining unit with a signed copy of this Collective Agreement within two weeks of receipt of this Collective Agreement from the printer.

ARTICLE 11
HUMAN RIGHTS

11.01 The Employer agrees that it shall continue its policy of no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, race, creed, colour, national or ethnic origin, language, political or religious affiliation, disability, sex, family or marital status, sexual orientation, conviction for which a pardon has been granted, gender identity or by reason of his/her membership or activity in the Union.

ARTICLE 12
NO RESTRICTION ON OUTSIDE EMPLOYMENT

12.01 An employee shall not be restricted in engaging in other employment or activities outside the hours the employee is required to work for the Employer, unless such outside activities or employment constitute an obvious conflict of interest.

ARTICLE 13
HOURS OF WORK

13.01

- a) The work week shall be thirty-five (35) hours from Monday to Friday inclusive and the work day shall be seven (7) consecutive hours, (exclusive of a lunch period) between the hours of 7:30 a.m. and 6:00 p.m.
- b) Subject to operational requirements an employee shall have the right to select and request flexible or staggered hours between 7:30 a.m. and 6:00 p.m. Such request (s) shall not be unreasonably denied.

13.02 i) Notwithstanding the provisions of this article, upon request of an employee, and with the approval of the employer, an employee may complete his weekly hours of employment in a period of other than five (5) full days

provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days the employee works an average of thirty-five (35) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every fourteen (14), twenty-one (21) or twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for him. Such approval shall not be unreasonably withheld.

- ii) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.
- iii) Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected and shall apply to all employees at the work unit.
- (iv) An employee required to work on his/her scheduled "Compressed Day Off" will have that day (CDO) displaced to another working day mutually agreed to by the employee and supervisor. Every reasonable efforts shall be made to give the employee as much notice as possible in the event the CDO must be displaced.

Rest Periods

13.03 The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.

ARTICLE 14

OVERTIME

14.01 In this Article:

- (a) "overtime" means authorized work performed in excess of his scheduled hours of work.
- (b) "time and one-half" means one and one-half (1 1/2) times the hourly rate of pay;
- (c) "double-time" means two (2) times the hourly rate of pay.

Assignment of Overtime Work

- 14.02** (a) 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

14.03 Subject to clause 14.08 an employee who is required to work overtime on his scheduled work day is entitled to compensation at time and one-half (1 1/2) for all overtime hours.

14.04 Subject to clause 14.08

- (a) an employee who is required to work on a first day of rest is entitled to compensation at time and one-half (1 1/2) 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 or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

14.05 Subject to clause 14.08 when an employee is required to report for work and reports on a day of rest, he shall be paid the greater of:

- (i) compensation at the applicable overtime rate:

or

- (ii) 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 the first time that an employee reports for work during a period of seven (7) hours, starting with the employee's first reporting.

14.06 When an employee is required to report for work and reports under the conditions described in clause 14.04 and is required to use transportation services other than normal public transportation services, he/she shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his automobile when the employee travels by means of his own automobile,

or

- (b) out-of-pocket expenses for other means of commercial transportation.

14.07 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than his normal place of work, time spent by the employee reporting to work or returning to his residence shall not constitute time worked.

- 14.08** An employee is entitled to overtime compensation under clauses 14.03, 14.04 and 14.05 for each completed period of fifteen (15) minutes of overtime worked by him when the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions;
- 14.09** Employees shall record starting and finishing times of overtime work in a form determined by the Employer.
- 14.10** Overtime shall be compensated in cash except where, upon request of an employee, overtime may be compensated in equivalent leave with pay at time (s) convenient to the employee and employer. Such approval shall not be unreasonably withheld.
- 14.11** For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.
- 14.12** a) An employee who is authorized to work three (3) or more hours following his scheduled hours of work shall be reimbursed an allowance in accordance with Clause 4.01.
- b) An employee who is authorized to work on a day of rest or on a designated paid holiday, shall be reimbursed an allowance in accordance with clause 4.01.
- 14.13** The Employer shall reimburse, an employee who is a parent of a young child or children for the reasonable cost of substitute care as per the PSAC Family Care Policy when an employee works outside of his/her regular hours of work. Payment will be made at such time as the employee provides a receipt to the Employer and for the full amount of the receipt.
- 14.14** Where in any year an employee has not been granted all of his compensatory leave, the unused portion will be compensated in cash, except where upon request and with the approval of the Employer, carry-over of fifteen (15) days may be granted with the remainder liquidated in cash.
- 14.15** If an employee becomes ill or becomes entitled to special leave during any period of compensatory leave, the period of leave so

displaced shall be added to his period of leave or reinstated for use at a later date, provided any sick leave claim is supported by a certificate signed by a qualified medical practitioner.

ARTICLE 15

VACATION LEAVE

- 15.01** For each calendar month in which an employee earns at least ten (10) days' pay, he/she shall earn vacation leave credits at the rate of:
- a) one and one quarter (1 1/4) days if he/she has completed less than four (4) years of continuous employment;
 - b) one and two-thirds (1 2/3) days if he/she has completed four (4) years of continuous employment;
 - c) two and one-twelfth (2 1/12) days if he/she has completed thirteen (13) years of continuous employment;
 - d) two and one-half (2 1/2) days if he/she has completed twenty (20) years of continuous employment.
 - e) two and eleven twelfths (2 11/12) days if he/she has completed twenty-six (26) years of continuous employment.

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

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

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

15.03 In the event of termination of employment for reasons other than death, the Employer shall recover from any monies owed the

employee an amount not to exceed unearned vacation leave taken by the employee, calculated on the basis of the rate of pay received by the employee on the date of termination.

- 15.04** If an employee dies or otherwise ceases to be employed he/she or his/her estate shall, in lieu of earned vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his/her employment.
- 15.05** If an employee becomes ill or becomes entitled to special leave during any period of vacation leave, the period of leave so displaced shall be added to his/her period of leave or reinstated for use at a later date, provided any sick leave claim is supported by a certificate signed by a qualified medical practitioner.
- 15.06** When the Employer cancels a period of approved vacation leave, the Employer shall reimburse the employee for all cancellation fees and non-refundable expenses incurred by the employee.
- 15.07** Where, during any period of vacation leave with pay, an employee is recalled to duty, he/she shall be reimbursed for actual expenses, approved by the Employer, that he/she incurs:
- a) in proceeding to his/her place of duty;
and
 - b) in returning to the place from which he/she is recalled if he/she immediately resumes vacation upon completing the assignment for which he/she was recalled, after submitting such accounts as are normally required the Employer.
- 15.08** The employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under clause 15.07 to be reimbursed for expenses incurred by him/her.

Granting of vacation leave

- 15.09** Applications for vacation leave shall normally be made at least 48

hours in advance of the commencement of such leave. The Employer may grant vacation leave on shorter notice than that herein provided. Such requests shall not be unreasonably denied.

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

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

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

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

and

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

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

ARTICLE 16

SICK LEAVE WITH PAY

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

GRANTING OF SICK LEAVE

- 16.02** An employee shall be granted sick leave with pay when s/he is unable to perform his/her duties because of illness or injury provided that:
- a) the employee satisfies the Employer of his/her condition in such a manner and at such times as may be determined by the Employer, and
 - b) the employee has the necessary sick leave credits.
- 16.03** Unless otherwise informed in advance, a statement signed by the employee stating that because of illness or injury s/he was unable to perform his/her duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 16.02 (a). In the event a medical certificate is requested by the Employer certifying that the employee was/is unable to perform the duties of the employee's position because of illness or injury the costs charged by the Doctor for the certificate will be reimbursed by the Employer.
- 16.04** Unless otherwise instructed by the employee, the Employer shall pay the premiums of both the employee's and the Employer's share of all benefit premiums except the pension plan premiums for a period of up to one year, or a longer period as provided for under Article 16.07, for any employee who is on leave without pay (LWOP) because of illness. Such payment shall be repaid to the Employer by the employee after the employee has returned to work.
- Should the employee fail to return to work, the employee recognizes that the employee is indebted to the Employer for the amount paid as advanced payments of benefit premiums for the period in question.
- 16.05** An employee shall not be granted sick leave with pay during any period in which s/he is on leave of absence without pay or under suspension.

16.06 If an employee has insufficient credits to cover the granting of sick leave with pay under provisions of this article, additional sick leave with pay may be granted, at the discretion of the Employer, subject to recovery of the value of any such advanced sick leave from any benefits accrued or subsequently accruing to the employee.

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

16.08

- a) Upon the exhaustion of his/her paid sick leave credits, an employee is entitled to leave without pay for the duration of her/his illness up to one (1) year and, thereafter, to additional leave without pay on a case by case basis as may be required by the duty to accommodate. Notwithstanding 44.01, an employee who is granted further leave without pay on account of illness in accordance with 16.08 (a) shall have his/her job protected for such further period.

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

ARTICLE 17

SPECIAL LEAVE WITH OR WITHOUT PAY

17.01 An employee who is elected to a full-time position with the Union shall be granted leave of absence without pay for a period consistent with the term of office.

17.02 Bereavement Leave with Pay

For the purpose of this clause, the definition of immediate family will include the relatives of a common law spouse in the same manner as would be applied to the relatives of a spouse.

For the purpose of this clause, immediate family is defined as father, mother, (or alternatively step-father, stepmother or foster parent), brother, sister, spouse, child, stepchild, 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 five (5) days for purposes relating to the bereavement and may, in addition, be granted up to three (3) days leave with pay for the purposes of travel related to the death.
- b) In special circumstances and at the request of the employee, bereavement leave with pay may be extended beyond the day following the day of the funeral but the total number of days granted shall be consecutive, shall not exceed the number provided for in paragraph (a) above, and must include the day of the funeral.
- c) An employee is entitled to three (3) days' bereavement leave with pay for the purpose related to the death of the employee's grandchild, son-in-law, daughter-in-law, and may in addition, be granted up to two (2) days' leave with pay for the purposes of travel related to the death.
- d) An employee is entitled to one (1) day's bereavement leave with pay for purposes relating to the death of the employee's brother-in-law or sister-in-law, and may in addition, be granted up to two (2) days' leave with pay for the purposes of travel related to the death.

- e) If, during a period of compensatory leave, an employee is bereaved in circumstances under which s/he would have been eligible for bereavement leave with pay under paragraph (a), (b), (c) or (d) of this clause, s/he shall be granted bereavement leave with pay and his/her compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- f) In special circumstances and at the request of an employee, bereavement leave with pay may be granted in addition to that provided for in clause 17.02.

17.03 Court Leave with Pay

Leave of absence with pay shall be given to an employee, other than an employee on leave of absence from the Employer without pay or under suspension, who is required:

- a) to be available for jury selection;
- b) to serve on a jury;
- c) by subpoena or summons to attend as a witness in any proceeding held:
 - i) in order or under the authority of a court of justice or before a grand jury;
 - ii) before a court, judge, justice, magistrate, or coroner;
 - iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of the employee's position;
 - iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
 - v) before an arbitrator or umpire or a person or a body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Family Leave

17.04 Maternity Leave

- a) An employee who becomes pregnant shall notify the Employer at least fifteen (15) weeks prior to the expected date of the termination of her pregnancy and, subject to sub-clause (b) of this clause, shall, eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay under this clause for a period not ending later than twenty six (26) weeks after the date of the termination of her pregnancy, subject to sub-clause 17.04 (d).
- b) The Employer may:
 - i) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than twenty six (26) weeks after the date of the termination of her pregnancy;
 - ii) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy;
 - iii) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- c) Leave granted under this clause shall be counted in the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes. During such leave, the Employer will continue to pay its applicable share of pension and benefit plans.
- d) i) An employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to applicable provisions of

the Employment Insurance Act or the Québec Parental Insurance Plan, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan. While in receipt of this allowance, the employee shall continue to accumulate annual leave and sick leave credits.

- ii) Employees shall have no vested right to payments under the plan, except to payments during a period of unemployment specified in the plan.
 - iii) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- e) An applicant under sub-clause (d) shall sign an agreement with the Employer providing:
- i) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
 - ii) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Employer's consent.
- f) Should the employee fail to return to work as per the provisions of sub-clause (e), the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance.
- g) Notwithstanding paragraph (a):
- (i) where the employee has not yet proceeded on maternity leave without pay and her

new born child is hospitalized,

or

- (ii) where the employee has proceeded on maternity leave without pay and the returns to work for all 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 (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 (26) weeks.
- (h) The extension described in paragraph (g) shall end not later than fifty-two (52) weeks after the termination of pregnancy.
- (i) 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 16, Sick Leave With Pay. For the purposes of this subparagraph, the terms "illness" or "injury" used in Article 16, Sick Leave With Pay shall include medical disability related to pregnancy.

17.05 Parental Leave

- a) An employee shall receive three (3) days of leave with pay for needs related to the birth or adoption of the employee's child. A pregnant employee shall be entitled to this three (3) days of leave immediately prior to the commencement of maternity leave.
- b) An employee requiring leave for reasons pertaining to the birth or adoption of a child joining their immediate family shall be granted up to 37 weeks leave without pay.

- c) A notice that leave will be requested under this clause shall be made at least three (3) months prior to the expected date of commencement of that leave. The employee shall make every effort to keep the Employer informed of leave requirements. Notice of leave requirement may be waived by the Employer.
- d) The Employer may:
 - i) defer the commencement of parental leave without pay at the request of the employee;
 - ii) require an employee to submit a birth certificate for the child or evidence of adoption.
- e) Parental leave without pay utilized by an employee-couple in conjunction with the birth or adoption of a child shall not exceed a total of thirty-seven (37) weeks for both employees combined.
- f) Leave granted under this clause shall be counted in the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes. During such leave the Employer will continue to pay its applicable share of pension and benefit plans.
- g)
 - i) An employee who provides the Employer with proof that he/she has applied for and is in receipt of employment insurance benefits pursuant to applicable provisions of the Employment Insurance Act or the Quebec Parental Insurance Plan, shall be paid a parental leave allowance in accordance with the Supplementary Employment Benefit Plan. While in receipt of this allowance the employee shall continue to accumulate annual leave and sick leave credits.
 - ii) Employees shall have no vested right to payments under the plan, except to payments during a period of unemployment specified in the plan.
 - iii) Payments in respect of guaranteed annual remuneration

or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.

- h) An applicant under sub-clause (g) shall sign an agreement with the Employer providing:
 - i) that the applicant will return to work and remain in the Employer's employ for a period of at least six (6) months after the return to work;
 - ii) that the applicant will return to work on the date of the expiry of the parental leave, unless this date is modified with the Employer's consent.
 - iii) Should the employee fail to return to work as per the provisions of sub-clause (h), for reasons other than death, the employee recognizes that he/she is indebted to the Employer for the amount received as parental leave allowance.

Maternity Leave and Parental Leave

Supplementary Employment Benefits

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

- a) an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two week waiting period less any other monies earned during this period; and/or
- b) up to a maximum of eighteen (18) weeks payment equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during

this period.

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

- a) up to a maximum of thirty-seven (37) weeks' payments for those eligible under the applicable provisions of the Employment Insurance Act (parental leave) or the Quebec Parental Insurance Plan, equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
- b) up to a maximum of five (5) weeks' payment for those eligible under the applicable provisions of the Employment Insurance Act (child with special needs) or the Quebec Parental Insurance Plan, equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
- c) Where the employee has not previously received maternity or parental benefits for the birth or adoption of a child and is required to serve a two week waiting period for EI benefits, he or she shall receive an allowance of ninety-three percent (93%) of his/her weekly rate of pay for this "waiting period".

- 17.08** a) For a full-time employee the weekly rate of pay referred to in clauses 17.06 and 17.07 above shall be the weekly rate of pay to which she or he is entitled to on the day immediately preceding the commencement of maternity leave or parental leave.
- b) For a part-time employee, the weekly rate of pay referred to in clauses 17.06 and 17.07 above shall be the pro-rated weekly

rate of pay to which she or he is entitled, averaged over the six (6) month period of continuous employment immediately preceding the commencement of maternity leave or parental leave.

- c) Where an employee becomes eligible for an annual increment during the period of maternity leave or parental leave, payments under clauses 17.06 or 17.07 above shall be adjusted accordingly.

17.08.1 Special Parental Allowance for totally disabled employees

(a) An employee who:

- (i) fails to provide 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, 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 17.05 and 17.06, 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 (93%) of the employee's rate of pay and the gross amount of his/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 17.07 (a) & (b) 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).

17.09 Leave With Pay for Family Related Responsibilities

- a) For the purpose of this clause, family is defined as spouse (including common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents) not necessarily residing with the employee but requiring assistance, grandparents, mother-in-law, father-in-law, grand children, brothers and sisters or any relative residing in the employee's household or with whom the employee permanently resides.
- b) Leave with pay for family-related responsibilities shall be granted as follows:
 - i) leave with pay to provide for the immediate and temporary care of a sick member of the employee's family;
 - ii) leave with pay to take a member of the employee's family for medical or dental appointments, or for appointments with appropriate school authorities or adoption agencies, or long-term care agencies.
- c) The total of the leave with pay granted under this section, i.e. Leave With Pay for Family-Related Responsibilities during a fiscal year shall not exceed the weekly scheduled hours of the employee.

17.10 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 no less than one hundred and forty (140) hours 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 age children. Employees must give no less than one (1) month notice prior to embarking on leave under this clause if the leave is less than three (3) months and no less than three (3) months' notice if the leave is greater than three (3) months. Any period of notice may be waived by the Employer at the request of the employee. Such waiver shall not be unreasonably withheld.

- b) Leave without pay which is for a period of more than three (3) months, granted under this clause, shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

17.11 Marriage Leave With Pay

In lieu of marriage leave, an employee shall be granted thirty-five (35) hours of vacation leave with pay once in his/her career on the second anniversary of continuous employment.

17.12 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 Workplace Safety Insurance Board benefits because of:

- a) personal injury received in the performance of duties and not caused by the employee's willful misconduct; or
- b) an industrial illness or a disease arising out of and in the course of employment;

if the employee agrees to remit to the Employer any amount received by the employee 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.

17.13 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 paragraph (a) shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved.
- c) Leave without pay granted under this section may not be extended and may not be used in combination with maternity, parental or adoption leave.
- d) An employee who is granted leave under this clause must pay only the employee's share of the benefit plans outlined under Article 26 of this Agreement, in effect at the time of signing.

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

- a) At the request of an employee, leave without pay for a period up to one (1) year shall be granted to the employee whose spouse (including common-law spouse) is permanently relocated and up to five (5) years to the employee whose spouse (including common-law spouse) is temporarily relocated.
- b) Leave without pay granted under paragraph (a) shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved.
- c) Leave without pay granted under paragraph (a) shall not count for pay increment purposes.

17.15 Religious Leave

- a) At the request of an employee time off with pay shall be granted to observe religious occasions in accordance with his/her religious beliefs. Time off granted under this article shall be made up in a manner which is agreed upon between the Employer and the employee. The employee has the right to use annual leave or compensatory leave to make up the time off if the employee chooses.
- b) Should there be failure to agree mutually on an acceptable replacement date within the first six (6) months, following the displaced holiday, the Employer may unilaterally schedule the "make-up day" referred to in (a) above which may be outside of normal working hours, on a day of rest, on a designated paid holiday or compressed day off. It is understood that no overtime premium will apply in these situations. The make-up day can be on an hour by hour basis.

17.16 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 17.02 prevent the employee 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.

17.17 Compassionate Leave Without Pay for Family Related Responsibilities

Leave without pay for a period of up to 6 months shall be granted to an employee to take care of a seriously ill family member. A medical certificate shall be provided upon request. Leave without pay granted under this article may be extended upon mutual agreement.

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

ARTICLE 18

DESIGNATED PAID HOLIDAYS

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

- a) New Year's Day;
- b) A floating day, in lieu of January 2, must be taken in the calendar year and cannot be banked for use in later calendar years.
- c) Good Friday;
- d) Easter Monday;
- e) The day fixed by proclamation of the Governor-in-Council for the celebration of the Sovereign's Birthday;
- f) Canada Day;
- g) One additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed; or, in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first Monday in August;
- h) Labour Day;
- i) The day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving;
- j) Remembrance Day;
- k) Christmas Day;
- l) Boxing Day;
- m) Heritage Day, to be celebrated as a floating holiday. This day shall be scheduled in a manner similar to annual leave as described in 15.10, 15.11 and 15.12 (a). Should a day be

proclaimed under "n", and should such a day be celebrated in February or March, the floating Heritage Day shall cease to exist.

- n) Any day proclaimed by the Governor-in-Council as a holiday shall be included as a designated paid holiday for purposes of this Agreement.

18.02 An employee absent without pay on both his/her full working day immediately preceding and his/her full working day immediately following a designated holiday is not entitled to pay for the holiday.

18.03 When a day designated as a holiday under article 18.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following said day of rest.

18.04 Subject to the provisions of sub-clause 14.03 (c) when an employee is required by the Employer to work on a designated paid holiday, the employee shall be paid in addition to the regular pay for that day double time (2T) for all hours worked.

18.05 Where a day that is a designated holiday for an employee falls within a period of leave with pay, that day shall count as a holiday and not as a day of leave.

18.06 Leave during the Christmas Season

Employees shall be granted leave with pay for regular working days falling in the period between December 26th and January 1st.

18.07 Employees shall be entitled to a day leave with pay per calendar year. Such leave may not be combined with any other type of leave and shall not be carried over to the following year.

ARTICLE 19

SEVERANCE PAY

General

19.01 Where applicable, the severance pay entitlements are subject to abatement as provided for in clause 19.08.

Retirement

19.02 An employee who is entitled to a pension under the terms of the PSAC Pension Plan shall, on retirement, be paid one (1) week's pay at the employee's current rate of pay for each year of continuous employment in respect of which he/she has not previously been paid severance pay. For greater clarity, severance pay will be calculated on a pro-rated basis for an incomplete year of service in the last year.

Resignation

19.03 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 his/her current rate of pay for each year of continuous employment in respect of which he/she has not previously been paid severance pay. For greater clarity, severance pay will be calculated on a pro-rated basis for an incomplete year of service in the last year.

19.04 An employee who resigns after five (5) or more years of continuous employment, and who does not qualify for severance pay under clauses 19.02 or 19.03 shall be paid one-half (1/2) of one (1) week's pay at his/her current rate of pay for each year of continuous employment in respect of which he/she has not previously been paid severance pay. For greater clarity, severance pay will be calculated on a pro-rated basis for an incomplete year of service in the last year.

19.05 Clause 19.03 and 19.04 notwithstanding, when an employee terminates employment with the Agriculture Union and, within one week, commences employment with another Component of the PSAC or the Alliance Centre of the PSAC, the severance pay to which the employee is entitled shall be calculated and a cheque in that amount shall be issued to the new employer.

Termination for Other Reasons

19.06 An employee whose services are terminated involuntarily for any reason other than discipline, shall be paid one (1) week's pay at the employee's current rate of pay for each year of continuous employment in respect of which he/she has not previously been paid severance pay. For greater clarity, severance pay will be calculated on a pro-rated basis for an incomplete year of service in the last year.

Death

19.07 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 19.02 despite the fact that the conditions specified in clause 19.02 may not have been fulfilled, and regardless of any other benefit payable.

Employees on Leave Without Pay from the Public Service of Canada

19.08 Eligible service for the purpose of determining entitlement to severance pay payable by the Employer in the case of an employee who, while on leave without pay from the Public Service:

- a) ceases to be a Public Servant but continues to be an employee of the Agriculture Union, or
- b) ceases to be a Public Servant and simultaneously ceases to be an employee of the Agriculture Union

shall comprise the total period of continuous employment from the date of commencement of service in the Public Service to the date of termination of employment with the Agriculture Union. However, severance pay entitlement determined on the basis of the total service mentioned shall be abated by the full amount of severance pay payable by the Public Service of Canada for the period of Public Service included in the total eligible service.

There shall be no abatement of severance pay payable by the Agriculture Union to an employee who, while on leave without pay from the Public Service, terminates employment with the Agriculture Union and returns to employment in the Public Service.

Only the period of continuous employment with the Agriculture Union shall be taken into account in determining whether or not an employee has completed the qualifying period referred to in clauses 19.03, 19.04 or 19.06, as applicable.

ARTICLE 20

PAY AND CLASSIFICATION

- 20.01** Except under unusual circumstances, an employee shall be paid by cheque or direct deposit every two (2) weeks. To each pay cheque will be attached a stub indicating the employee's gross and net entitlement and details of all deductions.
- 20.02** Except as otherwise specified in the letter of offer, on appointment, an employee's salary rate will be the minimum of the salary range applicable to the classification level in which he is appointed. Unless the Employer takes action to withhold increments because of unsatisfactory performance of his 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.
- 20.03** When an employee is promoted, he/she shall be entitled to that rate of pay in the salary range of the classification level to which he is promoted which provides an increase in an amount not less than the lowest annual increment provided for in the new salary range.
- 20.04** If an employee is promoted or transferred on a date which coincides with the date on which he would otherwise have received a salary increment in respect of his previous position, such salary increment, shall be deemed to have been duly authorized before determining the rate of pay applicable to him on promotion or transfer as the case may be.
- 20.05** The pay increment date for an employee appointed to a position shall be his anniversary date of the increment period for the position to which the employee was appointed.
- 20.06** The increment period shall be as specified in Appendix "A". (Rates of Pay).

- 20.07** The classification system applicable to the Agriculture Union shall be the PSAC Deloitte Touche Classification System.
- 20.08** Reimbursement of all retroactive pay, benefits, allowances and adjustments shall be made by the employer within forty-five (45) days of the date of signing of this collective agreement.
- 20.09** When an employee is required by the Employer to substantially perform for a temporary period of at least one (1) working days, the duties of a higher position than the one held by him, such employee shall be paid acting pay from the first day of such temporary period, calculated as if he had been appointed to the higher position.
- 20.10** The Employer agrees to issue advance payment of estimated net salary for authorized periods of leave with pay of two (2) or more completed weeks, provided a written request for such advance payment is received from the employee before the employee's leave period commences. Such request must be made at least two (2) working days before the leave commences.

Providing the employee has been authorized to proceed on leave for the period concerned, pay in advance of going on leave shall be made prior to the commencement of leave. Any over-payment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

- 20.11** Upon notice from an employee, an employee who wishes to cash in overtime, vacation leave or other monies earned will be provided with an advance against these monies. The difference between the advance and the actual amount will be refunded/recovered on the next regular pay cheque.

CONVERSION RULES

- 20.12** Pay administration for incumbents of positions which have been reclassified to a level having a higher maximum rate of pay.
- a) Where a position is reclassified to a level having a higher maximum rate of pay, the employee shall be paid, from the effective date of such reclassification, at the rate of pay that is

nearest to but not less than the rate of pay received by him/her for his/her substantive position on the day immediately prior to the effective date of the reclassification of the position.

INCREMENTS

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

20.13 Pay administration for incumbents of positions which have been reclassified to a level having a lower maximum rate of pay.

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

INCREMENTS

- b) An employee, to whom clause 20.02 applies, who was not being paid at the maximum rate in the former scale of rates, is entitled to receive increments thereafter on the same increment date that was in effect prior to the reclassification of his/her position until he/she reaches the maximum rate of the former scale of rates and the increment period shall be as specified in this Collective Agreement.

20.14 Probation following the reclassification of a position

- a) When an employee has completed the initial probationary period for the position held by him/her, the employee shall not be placed on probation following the reclassification of his/her position.

or

- b) When an employee has not completed the initial probationary period for the position held by him/her, the employer shall continue the initial probationary period as specified in this Collective Agreement from the date of appointment to such position.

ARTICLE 21

COMPENSATION FOR TRAVEL

- 21.01** When an employee is required by the Employer to travel outside of his/her headquarters area, and such travel is approved by the Employer, the method of travel shall be determined by the Employer and the employee shall be compensated for travel time pursuant to Article 14 as if such time were time worked.
- 21.02** For each night an employee remains in overnight travel status she/he shall be entitled to be reimbursed the cost of one ten (10) minute long distance telephone call. Related associated service charges shall form part of the cost of the call.

ARTICLE 22

STATEMENT OF DUTIES

- 22.01** Upon written request, an employee shall be provided with a complete and current statement of his duties and responsibilities, within twenty-five (25) working days.

ARTICLE 23

NO STRIKE - NO LOCK-OUT

- 23.01** The Union, during the term of this Collective Agreement, and any employee covered by the said Collective Agreement or on whose behalf it has been entered into shall not go on strike and the Union shall not declare or authorize a strike of any of the employees. The Employer shall not cause the employees to be locked-out during the period of this Collective Agreement.
- 23.02** Employees covered by this Collective Agreement shall have the right to refuse to cross a picket line and to refuse to do the duties of striking workers.

- 23.03** 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.
- 23.04** No employee shall be disciplined by the Employer for exercising the rights outlined in this Article.

ARTICLE 24

GRIEVANCE PROCEDURE

- 24.01** An employee who feels that he has been treated unjustly or considers himself aggrieved by any action or lack of action by the Employer is entitled to present a grievance in the manner prescribed as follows:

Level 1 - President-Agriculture Union

- 24.02** An employee who wishes to present a grievance at a prescribed level in the grievance procedure, shall transmit this grievance to the first step in the procedure. The Employer will provide the employee with a receipt stating the date on which the grievance was received by him.
- 24.03** Where it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the date it is delivered to the appropriate office. Similarly, the Employer shall be deemed to have delivered a reply on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

- 24.04** A grievance of an employee shall not be deemed to be invalid by reason only that it is not in accordance with the form supplied by the Employer.
- 24.05** An employee may be assisted and/or represented by the Union when presenting a grievance.
- 24.06** An employee may present a grievance to the First Level of the procedure not later than the twenty-fifth (25th) day after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to grievance.
- 24.07** The Employer shall normally reply to an employee's grievance, within thirty (30) days after the date the grievance was presented. Where such a decision or settlement is not satisfactory to the employee, he may refer the grievance to arbitration, within fifteen (15) days after the decision or settlement has been conveyed to him in writing.
- 24.08** If the Employer does not reply within thirty (30) days from the date that a grievance is presented, the employee may, within the next fifteen (15) days, refer the grievance to arbitration.
- 24.09** In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.
- 24.10** The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Union representative.
- 24.11** An employee may abandon a grievance by written notice to the officer-in-charge.
- 24.12** An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless he was unable to comply with the prescribed time limits due to circumstances beyond his control.

24.13 If a grievance is referred to an arbitrator pursuant to Article 24.07, the Employer and Union will share arbitration costs equally.

24.14 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 25

JOINT CONSULTATION

25.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.

ARTICLE 26

WELFARE PLANS AND BENEFITS

26.01 Effective May 30, 2000, the Employer will pay one hundred percent (100%) of the Dental Plan and Optical Plan (equal to the plan in effect at date of signing of this agreement).

26.02 The Employer will pay one hundred percent (100%) of premium for the Income Protection Plan (equal to the plan in effect at date of signing of this agreement).

26.03 (a) The Employer will pay one hundred percent (100%) of Medical and Hospital Insurance Plan (OHIP) for employees residing in the Province of Ontario.

(b) The Employer will pay one hundred percent (100%) of the premiums for the Extended Health Care Plan.

- 26.04** The Employer will pay one hundred percent (100%) of a life insurance plan equal to two (2) times the employee's annual salary to the higher thousand.
- 26.05** The terms and conditions of the PSAC Pension Plan shall apply to the employees with full indexation. Should the PSAC Pension Plan be discontinued or revised, no employee will be detrimentally affected and shall be guaranteed a pension plan which provides for the minimum of the benefits and terms of the PSAC Pension Plan on the day preceding the discontinuance or revision.
- 26.06** The Union shall be consulted on any proposed amendments or changes with respect to welfare plans and benefits.
- 26.07**
- i) The Employer shall pay their portion of the premiums for the benefit plans as specified in this Article for each calendar month for which an employee has received pay for at least ten days.
 - ii) The Employer shall also pay their contributions to the pension plan for a period not to exceed three months when an employee is on sick leave without pay or maternity leave.
- 26.08** Subject to the conditions in effect at the date of signing of this agreement, all employees in the bargaining unit are entitled to the benefit plans specified in this Article from the date they become eligible except that clause 26.05 (Pension Plan) shall apply to term employees after completion of six (6) months of continuous employment.
- 26.09** Where an improvement is offered by the PSAC to any of the existing Welfare Plans and Benefits contemplated under this article, the Employer shall agree to implement such improvements and further agrees to continue to pay its share as outlined in this article.
- 26.10** If the premiums paid by the Employer for any employee benefits are reduced as a result of any legislative change or action, the amount of the saving shall be used to increase other benefits available to the employees as may be mutually agreed between the parties providing such change affects a majority of the employees.
- 26.11** Upon retirement of an employee, the employer agrees to purchase

an extended Health Care Benefit Plan, at no cost to the employee, which provides for no less than the benefits available to an employee on the day of their retirement. For greater clarity, the provisions of this article apply to the employees of the Agriculture Union on May 17, 2002.

26.12 An employee who uses his car to travel to or from work, may, provided that space is available, apply to rent parking space either indoors or outdoors at the Alliance Building parking area

26.13

- a) The Employer shall pay one-hundred percent (100%) of the parking cost or the Employer shall pay one-hundred percent (100%) of the cost of a bus pass for employees who use public transportation to travel to and from work or .
- b) Employees who do not receive the parking or bus pass subsidy shall receive a monthly allowance of \$35 for each month where an employee has received pay for at least 70 hours in that month.

ARTICLE 27

EDUCATION AND TRAINING

27.00 For purposes of this article, direct expenses of instruction, include but are not limited to, tuition fees, books, supplies and other fees that are required as a direct result of undertaking education and/or training courses.

27.01 An employee who undertakes a training course outside the employee's normal hours of work may be reimbursed in whole for the direct expenses of instruction, that is, the expenses which must be paid to complete the training, and which are not primarily of a personal character. Such reimbursement shall not be unreasonably withheld.

27.02 To be eligible to receive reimbursement, the employee must fulfill

two conditions:

- a) obtain the Employer's approval for the proposed training before it commences;
- b) satisfactorily complete the training, including the passing of any final examination related to the course, or if there is no final examination, establish an excellent record of attendance.

27.03

- a) Full reimbursement of the direct expenses of instruction will be made in some circumstances, 50% in others, and in some circumstances no reimbursement. In making its decision, the Employer will consider the immediacy and the degree to which additional training can be applied to the work.
- b) Full reimbursement of the direct expenses of instruction may be approved in situations in which a specific training need in relation to the present work of an employee has been identified. Reimbursement of 50% of the direct expenses of instruction is applicable in other cases where need is less specific, or is based more on opinion than rigorous analysis. This would include situations in which the need cannot be determined precisely, where there is no immediate link between completion of training and assignment of new work to the trainee, or where training anticipates long-term general needs of the Agriculture Union.
- c) Reimbursement will not be approved for training which does not, as a minimum, relate directly to the general need of the Agriculture Union and to the reasonable career aspirations of employees.
- d) Upon request by an employee, the employer agrees to provide said employee with an advance on no less than one half (1/2) of the direct expenses of instructions.

27.04 In certain instances, the Agriculture Union may require the employee to give a written undertaking to continue employment with the Agriculture Union for a specified period following completion of authorized training. If such an undertaking is not honoured by the employee, all or part of the costs of instruction may be recovered from monies owing the employee on termination of his/her employment.

EXAMINATION LEAVE WITH PAY

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

EDUCATION LEAVE WITHOUT PAY

27.06 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's 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. Seniority shall continue to accrue.

27.07 At the Employer's discretion, an employee on education leave without pay under this article may receive an allowance in lieu of salary of up to one hundred percent (100%) of the 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.

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

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

If the employee:

- a) fails to complete the course;
 - b) does not resume employment with the Employer on completion of the course;
- 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 to him/her under this article during the education leave or such lesser sum as shall be determined by the Employer.

CAREER DEVELOPMENT LEAVE WITH PAY

27.10 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 the employee's 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.
- v) courses offered by the PSAC.
- b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 27.10 (a) above. The employee shall receive no compensation under Article 14 (Overtime) and Article 21 (Compensation for travel) during 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.

Pre-retirement Training

27.11 At the request of an employee, leave with pay twice in an employee's career shall be granted to attend a retirement seminar as mutually agreed by the parties. Additionally, all cost of attendance shall be paid by the employer.

ARTICLE 28

BILINGUALISM ALLOWANCE

28.01 The Employer agrees that a Bilingual Bonus of \$1,000 per year shall be payable to all employees who are required by the Employer to use both official languages for the performance of their duties.

28.02 The Bilingualism Bonus shall be considered as part of an employee's salary for the purpose of the following:

- PSAC Pension Plan
- Canada or Quebec Pension Plan
- PSAC Disability Insurance Plan
- Workmen's Compensation
- PSAC Group Life Insurance
- Employment Insurance

28.03 The Bilingualism Bonus will not be considered as part of an employee's salary or used to compute an employee's salary entitlements for the following:

- Promotion
- Overtime calculation
- Severance Pay
- Demotion
- Payment on termination of employment of unused vacation leave on lay-off, resignation or retirement.

ARTICLE 29

LAY-OFF

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

ARTICLE 30

PROBATION FOR NEW EMPLOYEES

30.01 For employees in the levels one (1) through seven (7) probation will be for a period of six (6) months from the date of commencement of employment.

30.02 For all other employees probation will be for a period of twelve (12) months from the date of commencement of employment.

30.03 Notwithstanding the provisions of any article in this agreement the Employer may, at its discretion, waive or reduce the period of probation.

30.04 The probationary period (s) described above may be extended by mutual agreement of the employee, the employer and the union.

ARTICLE 31

STAFFING

31.01 For purposes of this article, seniority is defined as length of service, whether continuous or discontinuous, in the bargaining unit.

31.02 All vacant or new positions within the bargaining unit, with a duration longer than four months, shall be staffed as described pursuant to this article.

- 31.03** Appointments of 4 months or less which are made not pursuant to this article, shall not be extended or repeated beyond 4 months total in any 1 year aggregate period. Such appointments will only be made to address emergency or unforeseen circumstances as defined by mutual agreement between the employer and the Union.
- 31.04** The employer shall determine the method of assessment and qualifications required for all positions within the organization.
- 31.05** All positions within the bargaining unit shall first be staffed from qualified applicants within the bargaining unit. Should there be no qualified applicants from within the bargaining unit, the order of priority for staffing will be as follows:
- a) Members of the Alliance Employees Union;
 - b) Members of the Agriculture Union;
 - c) General Public.
- 31.06** Should more than one employee in the bargaining unit equally meet the requirements of paragraph 31.05 above, then the selection process shall be made on the basis of seniority.

ARTICLE 32

STANDBY

- 32.01** The employer agrees that no employee shall be required to serve on standby status.

ARTICLE 33

CALL BACK PAY

- 33.01** When an employee is recalled to a place of work for a specific duty, and such recall has not been scheduled in advance, he shall be paid the greater of:
- a) compensation equivalent to four (4) hours pay at his straight-

time rate,

- b) compensation at the applicable overtime rate

provided that the period of overtime worked by the employee is not contiguous to the employee's normal hours of work.

33.02 When an employee, is recalled to work overtime on a day of rest or on a designated paid holiday in accordance with clause 33.01, is required to use transportation other than that provided by normal public transportation services, s/he shall be paid:

- a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his/her automobile when the employee travels by means of his/her own automobile, or
- b) out-of-pocket expenses for other means of commercial transportation.

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

ARTICLE 34

DISCIPLINE

JUST CAUSE AND BURDEN OF PROOF

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. The disciplinary action shall contain the grounds on which the disciplinary measure is imposed.
- b) In any arbitration relating to disciplinary measure, the burden of proof shall rest with the Employer and such proof shall be confined to the grounds mentioned in the notice referred to in paragraph (a) above.

PERSONNEL FILE

34.02

- a) The Employer agrees that there shall be only one personnel file for each employee and that no report relating to the employee's conduct or performance may be used against him/her in the grievance procedure nor at arbitration unless such report is part of the same file.
- b) No report may be placed in the file or constitute part thereof unless a copy of the said report is sent to the employee within twenty-five (25) working days after the date of the employee's alleged infraction, or of its coming to the attention of the Employer, or of the Employer's alleged source of dissatisfaction with the employee.
- 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.

DISCIPLINARY INTERVIEW

34.03

- a) The Employer agrees to notify an employee at least twenty-four (24) hours in advance of any interview of a disciplinary nature and to indicate:
 - i) the employee's right to be accompanied by a union representative;
 - ii) the purpose of the meeting, including whether it involves the employee's personnel file;

- iii) that if the employee's personnel file is to be considered during the interview, the employee and/or his/her union representative, the latter with the employee's permission, shall, before the meeting, have access to this file in accordance with Article 10.
- b) During the interview, the Employer will be limited to the subject matter that is outlined in the purpose of the meeting in clause 34.03 (a)(ii).
- c) The employee has the right to refuse to participate or to continue to participate in any interview of a disciplinary nature unless the employee has received the notice herein above provided for.
- d) If the employee fails to appear at the interview and does not explain his/her inability to do so, the Employer shall proceed unilaterally.

34.04 The Employer shall have the right to discuss work or working conditions with the employees. These discussions shall not be considered as discipline.

ARTICLE 35

SUITCASES

35.01 The Employer agrees to issue, on a loan basis, a suitcase to all employees who are required to travel frequently.

The standard issue suitcase will be of a quality equal to the Samsonite Epsilon case. It is understood and agreed that the suitcase must be returned to the Employer when the employee either leaves the Agriculture Union or accepts a job with no requirements for frequent traveling.

ARTICLE 36
SEXUAL AND PERSONAL HARASSMENT

36.01 The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment, and the Employer undertakes to discipline any person employed by the Employer engaging in the sexual or personal harassment of another employee.

36.02 a) Sexual harassment shall be defined as, but not limited to, any incident or series of incidents related to sexuality, that may be verbal, physical, deliberate, unsolicited or unwelcomed.

b) Personal harassment shall be defined as any behavior by any person that is directed at an employee and is offensive to that employee and undermines their job performance. Job counseling shall not be considered personal harassment.

36.03 For the purposes of Article 36 work environment also includes meetings, seminars, courses, etc. held outside of an employee's normal work location.

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

b) A complainant or grievor shall have the right to discontinue contact with the person(s), who is/are the subject of the complaint or grievance, without loss of pay or benefits, until such time as the complaint or grievance is resolved. In settling the complaint or grievance, the complainant or grievor will be protected from forced relocation and/or discipline.

c) Complainants or grievors shall have the right to refuse work where they feel they are in danger until such time as the matter has been dealt with in accordance with procedures established by the Joint Harassment Committee. Employees refusing to work under these circumstances shall notify their immediate supervisor or other representative of the Employer as soon as possible after refusing to work.

Grievance Procedure

36.05 The employee, employees or the union have the option of a one step grievance procedure. An independent person agreed upon by both parties will investigate the complaint(s) or grievance(s). If the parties are unable to agree as to the appointment of an investigator, a party may request under section 45 of the Ontario Labour Code that a mediator/arbitrator be appointed for the purpose of appointing an investigator. The investigation and report shall be handled with all possible confidentiality and dispatch and the report shall be given to the parties.

ARTICLE 37

TECHNOLOGICAL CHANGE

37.01 "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, in the manner in which the Employer carries on operations and any change in work methods and operations affecting one or more employees.

37.02 Adverse effects to be eliminated: In carrying out technological changes, the Employer agrees to eliminate all adverse effects on employees and any denial of their contractual or legal rights which might result from such changes.

37.03 Notice: When the Employer is considering the introduction of a technological change:

- a) the Employer agrees to notify the Union as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made;
- b) the foregoing notwithstanding, the Employer shall provide the Union, at least 90 days before the introduction of a technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

37.04 Pertinent information included: The notice mentioned in clause 37.03 shall be given in writing and shall contain pertinent data including:

- a) the nature of the change;
- b) the date on which the Employer proposes to effect the change;
- c) the approximate number, type and location of 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;
- e) all other pertinent data relating to the anticipated effects on employees.

37.05 Union-Management meetings on changes: Where the Employer has notified the Union of its intention of introducing a technological change, the parties undertake to meet within the next 15 days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from this change.

37.06 Protection of employees: In order to render effective the principle established in clause 37.02, the Employer agrees to the following provisions, which are designed to protect all employees covered by this Agreement:

- a) guaranteed employment: except as otherwise provided in this Agreement, the Employer guarantees continuous employment to all employees covered by this Agreement until the signing of the next Collective Agreement between the parties;
- b) guaranteed classification: for the period of continuous employment guaranteed in the previous sub-clause, an employee shall retain his/her classification and the corresponding wage scale, regardless of any reassignment to other duties or any reclassification of the duties performed by the employee at a lower level;
- c) retraining: any employee either voluntarily or compulsorily

reassigned or reclassified as a result of these changes shall be provided with whatever amount of retraining s/he requires during the employee's hours of work with full pay from the Employer and at no additional cost to the employee. Any employee unable to follow a retraining course shall maintain his classification, or its equivalent, in the bargaining unit.

- d) surveillance and privacy: employees will be informed in writing of any changes in work measurement and evaluation methods due to technological change. At no time may electronic systems or devices be used as a means to evaluate the performance or output of individual employees.

37.07 Whenever new hardware or software is introduced by the Employer to the employee's job, the employee using the new hardware or software will be provided with whatever amount of training he/she requires in the official language of his/her choice during the employee's hours of work with full pay from the Employer and at no additional cost to the employee.

ARTICLE 38

UNION LABEL

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

ARTICLE 39
HEALTH AND SAFETY

39.01 PREAMBLE

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

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

39.02 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 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 units.

39.03 FIRST-AID TRAINING

- a) The Employer will encourage employees to take first-aid and refresher courses and for this purpose will assume the cost of first-aid training. Employees selected by the Employer for first-aid training shall be granted time off without loss of pay.
- b) The Employer undertakes that as a minimum, all first-aid kits shall have the same contents as provided for in the Treasury Board Standard, First Aid (PMM Volume 12, TBSTD 3-5), as amended from time to time.

39.04 SPECIAL EXAMINATIONS

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

39.05 MEDICAL EXAMINATIONS

- a) 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.
- b) Employees using VDTs in excess of three (3) hours per day shall have their eyesight examined twice each year at no expense to the employee. Records may be kept in the EAP file system.

39.06 OPERATING PROCEDURES

The Employer will provide safe operating procedures and training to employees in the handling of materials, operating of equipment and exposure to toxic substances. The Employer shall fully and immediately implement all the requirements under the WHMIS Legislation in consultation with the Joint Health and Safety Committee. All training provided under WHMIS shall be organized through and with the approval of the Joint Committee.

39.07 No employee shall be required to operate VDT equipment for more than fifty minutes in an hour and five hours in a day.

39.08 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.

39.09 HEALTH AND SAFETY INFORMATION

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

39.10 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.

39.11 A pregnant employee who furnishes the Employer with a medical certificate attesting that her working conditions may be physically dangerous to her unborn child, or to herself by reason of her pregnancy, may request to be assigned to other duties involving no such danger for the duration of her pregnancy. Such requests shall be granted by the Employer and the re-assignment shall be without loss of pay or benefits.

39.12 GRIEVANCE PROCEDURE

The existence of health and safety hazards in the workplace is subject to Article 24 (Grievance Procedure) of this Collective Agreement.

ARTICLE 40
JOB SHARING

40.01

- a) The terms and conditions governing any job sharing arrangements will be as mutually agreed to by the Union and the Employer, and the participants.
- b) Job sharing will only be permitted when requested by existing employees and those employed in job sharing situations will continue to be members of the bargaining unit and covered by the Collective Agreement.
- c) The terms and conditions of job sharing arrangements agreed to by the parties will form part of the Collective Agreement and will have regard for:
 - (i) Hours of Work.
 - (ii) All earned leave.
 - (iii) Increment period.
 - (iv) Designated paid holidays.
 - (v) All benefit plans.
 - (vi)
 - a) Employees commitment to the terms of conditions of the shared position;
 - b) Cancellation of the agreement with a one-month written notice to the President.
 - (vii) Scheduling - Provided reasonable advance notice is given and with the approval of the Employer, employees may exchange working days if there is no increase in cost to the Employer. Such approval will not be unreasonably withheld.

- d) All requests for job sharing shall be considered by the Employer. The Union shall be notified of any such requests immediately after they have been made to the Employer.
- e) It is understood that job sharing will not result in any additional costs to the Employer.

ARTICLE 41

WORKING FROM HOME

41.01 An employee who wishes to work from home on an assigned task(s) shall request prior approval from the President initially, or his/her designate in the event of the President's unavailability. Such approval shall not be unreasonably withheld. The parties recognize that such requests shall not be normal recurring working conditions, unless there are extenuating circumstances.

ARTICLE 42

ASSIGNMENT OF BARGAINING UNIT WORK

42.01 Work normally performed by employees within the bargaining unit shall normally not be assigned to any person outside of the bargaining unit, except with the mutual agreement of the Employer and the bargaining agent.

ARTICLE 43
STRESS ALLOWANCE

43.01 To assist in reducing the stress associated with employee's jobs, the Employer shall reimburse each employee the sum of five hundred (\$500.00) to be used by each employee at his/her own discretion for reasonable activities intended to alleviate or reduce stress. Such payment to be made on the first pay in January annually.

ARTICLE 44
EMPLOYMENT SECURITY

44.01 An employee who is granted leave under this Collective Agreement shall return to his/her position upon the termination of his/her leave.

ARTICLE 45
COOLING OFF PERIOD

45.01 An employee who willfully terminates his/her employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he/she does so within 3 consecutive working days.

ARTICLE 46
INCOME AVERAGING LEAVE

46.01 The Employer may grant leave without pay for a period of between 5 weeks and 3 months to indeterminate employees within the bargaining units within a specific 12 month period. Approval of such arrangement is subject to operational requirements and will be approved on an equitable basis within the organization. This 12 month period shall be a consecutive period of time and does not need to be a calendar year. The terms and conditions governing this leave shall be as follows:

- a) Pay for participating employees would be reduced and averaged out over the year to reflect the reduced time at work.
- b) Pension and benefit coverages, as well as premiums or contributions, will continue at pre-arrangement levels.
- c) Pension and benefit coverages during the leave without pay period will continue at pre-arrangement rates and the employee is responsible for their share of pension and benefit contributions. No vacation or sick leave credits will be earned during the period of leave without pay.
- d) Employee-requested changes to, or cancellation of, leave arrangements must occur and take place within the originally approved 12 month income averaging arrangement.
- e) Changes to the leave arrangements by the employee must be provided in writing, with reasonable notice.
- f) Application for Leave with Income Averaging Arrangement is contained in Appendix B.
- g) The employee shall not work for PSAC and/or the Components during period of leave.

APPENDIX "B"
APPLICATION FOR LEAVE WITH INCOME AVERAGING
ARRANGEMENT

I have read and agree to the terms and conditions of the Leave with Income Averaging contained in my Collective Agreement. The following specific conditions shall apply:

1. The 12 month period of participating in the leave with income averaging arrangement shall commence on the first payroll of month/year and end on the final payroll of month/year.

2. I agree to that my leave without pay period will be for the following period: _____

3. I agree to have my annual salary reduced by the amount of the leave period defined in #2 and to have this reduced amount of pay averaged over the same 12 month period as defined in #1.

4. I agree to fulfill the commitment of the 12 month period. In the event I do not fulfill the terms of the 12 month, I agree that the salary received during the period may have been over or under paid and the necessary salary adjustments will be made.

5. I agree to submit this application for approval at least 60 days in advance of the period defined in #1.

Date _____ Employee _____

Date _____ Employer _____

ARTICLE 47

MODIFICATION, TERM RENEWAL OF AGREEMENT

- 47.01** Unless otherwise expressly stipulated, the terms and conditions of this Agreement shall become effective on the date of ratification and shall remain in force and effect from year to year thereafter unless either party gives the other party notice in writing that it desires its termination or amendment.
- 47.02** Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) days prior to the expiry date, give notice in writing to the other party. A meeting of the parties will be convened within twenty (20) days of the date on which the notice was served to commence bargaining.
- 47.03** This Agreement may be amended by mutual consent of the parties.
- 47.04** This Agreement shall be binding and remain in effect from the date of ratification to April 30, 2010.

47.05 The rates of pay outlined in Appendix “A” of this Collective Agreement will apply retroactively, as applicable, to all those individuals who have left the Agriculture Union prior to the signing of this Collective Agreement. It is the responsibility of the individual to maintain a current address and telephone number with Personnel.

SIGNED AT OTTAWA THIS 27th DAY OF JULY, 2007.

FOR THE EMPLOYER

FOR THE UNION

APPENDIX "A"
ANNEXE "A"
RATES OF
PAY

Effective Date	Level - Niveau	MIN				MAX	
May 01-2006	5	43,786	45,101	46,452	47,848	49,282	
May 01-2007		45,100	46,454	47,846	49,283	50,761	
May 01-2008		46,453	47,847	49,281	50,762	52,284	
May 01-2009		47,846	49,283	50,760	52,285	53,852	
May 01-2006	6	48,938	50,405	51,918	53,475	55,079	
May 01-2007		50,406	51,917	53,476	55,079	56,732	
May 01-2008		51,918	53,475	55,080	56,731	58,434	
May 01-2009		53,476	55,079	56,732	58,433	60,187	
May 01-2006	7	54,085	55,708	57,379	59,102	60,873	
May 01-2007		55,708	57,380	59,101	60,875	62,699	
May 01-2008		57,379	59,101	60,874	62,701	64,580	
May 01-2009		59,100	60,874	62,700	64,582	66,518	
May 01-2006	8	59,235	61,011	62,842	64,728	66,669	
May 01-2007		61,012	62,842	64,727	66,669	68,669	
May 01-2008		62,842	64,727	66,669	68,669	70,729	
May 01-2009		64,727	66,669	68,669	70,730	72,851	
May 01-2006	9	64,383	66,316	68,305	70,352	72,464	
May 01-2007		66,315	68,305	70,354	72,463	74,638	
May 01-2008		68,304	70,354	72,465	74,637	76,877	
May 01-2009		70,353	72,465	74,639	76,876	79,183	
May 01-2006	10	69,533	71,618	73,766	75,980	78,260	
May 01-2007		71,619	73,766	75,979	78,260	80,608	
May 01-2008		73,767	75,979	78,259	80,608	83,026	
May 01-2009		75,980	78,259	80,607	83,026	85,517	
May 01-2006	11	76,154	78,437	80,790	83,213	85,710	
May 01-2007		78,438	80,791	83,213	85,709	88,282	
May 01-2008		80,791	83,214	85,710	88,281	90,930	
May 01-2009		83,215	85,711	88,281	90,929	93,658	
May 01-2006	12	82,773	85,256	87,813	90,448	93,161	
May 01-2007		85,256	87,814	90,448	93,161	95,956	
May 01-2008		87,814	90,448	93,161	95,956	98,835	
May 01-2009		90,448	93,161	95,956	98,835	101,800	

MEMORANDUM OF AGREEMENT #1

BETWEEN

THE AGRICULTURE UNION

AND

THE ALLIANCE EMPLOYEES' UNION

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 occupational group. If more than one (1) employee employed in the same occupational group submits a request for such leave which covers all or part of the same period of time, seniority shall be the determining factor in the granting of such leave.
- b) Leave granted under this 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.
- c) During any period of leave granted under this Memorandum of Agreement, the employee shall pay only his/her share of the premium for the benefit plans, including pension plan, specified in Article 26 of this Collective Agreement.

- d) 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.
- e) This leave shall not be used in conjunction with any other leave without pay.
- f) The Employer agrees to introduce the Deferred Payment Plan effective January 1 following the date of signing of this collective agreement.
- g) The regulations governing the Deferred Payment Plan are appended hereto.

SIGNED AT OTTAWA THIS 27th DAY OF JULY, 2007.

FOR THE EMPLOYER

FOR THE UNION

DEFERRED PAYMENT PLAN REGULATIONS

A. General

1. Purpose

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

2. Application

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

3. Agreement

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

B. PAYMENT FORMULA AND LEAVE OF ABSENCE

1. The leave period shall be not less than:
 - a) Three consecutive months if the employee enrolls in full time attendance at an education institution, otherwise
 - b) six consecutive months.
2. The leave period may be funded over a maximum period of six years.
3. The amount of annual deferred salary shall not exceed 33 1/3% of annual salary.
4. All deferred salary shall be forwarded to the bank of the PSAC. These funds shall be deposited in a special account and the interest earned on these funds during the funding period shall be paid to employees during the funding period on their regular pay cheques.
5. The leave period must be taken immediately after the deferral period.
6. The amount of deferred salary shall be paid in equal bi-weekly payments during the leave period to employees. The leave period must terminate by the end of the first taxation year that commences after the deferral period. Therefore, the leave period cannot exceed 23 months.
7. During the leave period, all interest earned on the deferred salary shall also be included in the bi-weekly payments made to the employees.
8. Statutory Deductions.
 - a) During the funding period
 - i) tax withholdings on the net salary after the deferred portion;

- ii) EI Premiums of the full, regular salary;
- iii) CPP Premiums on the net salary after the deferred portion.

b) During the leave period

- i) tax withholdings on the deferred portion only;
- ii) EI Premiums – Nil;
- iii) CPP Premiums on the deferred portion only.

9. The employees must return to work for the Employer immediately after the leave period for a period at least equal to the leave period.

C. BENEFITS

1. During the funding period, all benefits tied to salary shall be structured according to the full salary (excluding the deferred portion).
2. An employee's benefits will be maintained during the period of leave; however, the employee will be responsible for the employee portion. These benefits will also be based on the full salary.
3. The period of leave shall not be counted for continuous service and no leave shall accrue during this period.
4. If the employee so chooses the period of leave may be counted as pensionable service. If so, the employee shall be responsible for both the employee and Employer portions of the premiums for the PSAC Pension Plan during the period of leave.

D. WITHDRAWAL FROM THE PLAN

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

E. OTHER

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

F. INCOME TAX ACT (ITA)

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

G. WRITTEN AGREEMENT

Deferred Salary Plan Agreement

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

1. The period of funding of my leave shall commence on _____ and end on _____.

2. I agree that for the period of my Plan, I shall take all overtime earned as paid time off in the year it is earned instead of cash. I understand that I may request to have portions of my overtime cashed out and that this request shall not be unreasonably denied.

3. I agree to defer _____% or \$_____ of (from) my salary over this period.

4. I agree to begin my leave period on _____ and return to work on _____.

5. I agree to be paid the amount deferred in equal, bi-weekly sums over the above-mentioned period including any accumulated interest.

6. I agree to be paid interest on the deferred portion of my salary during the funding period.

_____	_____
Date	Employee
_____	_____
Date	Employer

MEMORANDUM OF AGREEMENT #2

BETWEEN

THE AGRICULTURE UNION

AND

THE ALLIANCE EMPLOYEES' UNION

The following states the Employer's commitment to daycare for children of employees of the Agriculture Union.

In order to permit employees with young children to fulfill their roles as employees and parents and to facilitate the continuing employment and career development of parents with young children, the Employer agrees to give ongoing consideration to the daycare needs of its employees.

The Employer remains open to consider union sponsored proposals on daycare for children of employees of the Agriculture Union.

SIGNED AT OTTAWA THIS 27TH DAY OF JULY, 2007.

FOR THE EMPLOYER

FOR THE UNION

**MEMORANDUM OF AGREEMENT #3
BETWEEN
THE AGRICULTURE UNION
AND
THE ALLIANCE EMPLOYEES' UNION
UNION EDUCATION**

It is recognized by the parties, that it is to the Employer's advantage to provide union training for the Agriculture Union Employee. Therefore, the Employer agrees that each year, a "Union Principles" course, of no more than three (3) hours will be offered during working hours on the Employer's premises. AEU will have input into the design and delivery of the course and attendance will be on a voluntary basis.

The Agriculture Union Employee will be provided with the opportunity of attending weekend courses where the subject matter is applicable to their jobs or is related to career development. The employee will be entitled to take two days off during the week in exchange for giving up their weekend. There will be no entitlement for overtime for attending the courses. Applications to attend these courses should meet the established deadlines and approval to attend will be based on operational requirements and availability of seats.

SIGNED AT OTTAWA THIS 27TH DAY OF JULY, 2007.

FOR THE EMPLOYER

FOR THE UNION

**MEMORANDUM OF AGREEMENT #4
BETWEEN
THE AGRICULTURE UNION
AND
THE ALLIANCE EMPLOYEES' UNION**

IMPROVEMENT TO BENEFITS

Should PSAC Unit I, II and X improve their collective agreement during this round of negotiations pertaining to the Extended Health Care Plan and/or the PSAC Pension Plan Surplus, the parties agree to amend the Agriculture Union employees, Unit XIX collective agreement, to reflect the improvement.

SIGNED AT OTTAWA THIS 27th DAY OF JULY, 2007.

FOR THE EMPLOYER

FOR THE UNION

**MEMORANDUM OF AGREEMENT #5
BETWEEN
THE AGRICULTURE UNION
AND
THE ALLIANCE EMPLOYEES' UNION**

LEGAL ACTION

Should legal action be taken against an employee in the performance of his/her duties, the employer shall provide legal assistance to the employee and assume all related cost.

SIGNED AT OTTAWA THIS 27th DAY OF JULY, 2007.

FOR THE EMPLOYER

FOR THE UNION

**MEMORANDUM OF AGREEMENT #6
BETWEEN
THE AGRICULTURE UNION
AND
THE ALLIANCE EMPLOYEES' UNION**

PRE-RETIREMENT TRANSITION LEAVE

The Agriculture Union, as Employer, is committed to help employees balance their work, personal, and family responsibilities. In keeping with our goal of being an employer of choice, this Memorandum of Understanding will assist in meeting business objectives while satisfying the growing needs of employees to improve their overall quality of life.

Flexibility in the workplace to accommodate work, personal and family needs, can result in benefits to organizations such as:

- a competitive edge for attracting and retaining highly skilled individuals
- reduced levels of employee stress and conflict
- higher levels of productivity and output and reduced absenteeism
- higher levels of employee satisfaction and motivation
- a more satisfying work environment.

Both managers and employees are responsible to ensure that operational needs of the organization are met and that neither productivity nor costs are negatively impacted by the application of this policy.

Objective

To provide flexibility in working arrangements to help employees better balance their work and personal lives and make the transition into retirement easier, while at the same time helping management reduce salary budgets.

Requirements

Pre-retirement transition leave (PRTL) enables employees who are within two years of retirement to reduce the length of their workweek by up to 40 per cent. Pay for participating employees would be adjusted to reflect the shorter workweek, but their pension and benefits coverages, as well as premiums or contributions, would continue at pre-arrangement levels. Employees may take PRTL for up to two years, but must agree to resign at the end of the leave period. Under this policy, employees are responsible for their share of premiums or contributions because pension and benefits coverage will continue at pre-arrangement levels.

Pre-retirement transition leave is subject to managerial approval and discretion, based on operational feasibility. (eg. depending on potential effect on service, quality or cost).

To be eligible for this type of leave, employees must:

- be eligible for an unreduced pension at the start of the leave arrangement, or be within two years of becoming eligible for an unreduced pension;
- agree to resign, effective at the end of the leave arrangement. The employer's acceptance of the resignation shall be conditional upon the leave arrangement being completed;
- agree not to work for another employer paying into the same Pension Plan while on leave;

Changes to approved leave arrangements may be made only in rare and unforeseen circumstances.

Cancellation of approved leave arrangements will be approved only in exceptional or unforeseen circumstances. In the few cases where the cancellation is initiated by management, employees shall be reimbursed for certain reasonable expenses as determined by the employer.

Employee-requested changes to, or cancellation of, leave arrangements may occur only prior to the end of the leave arrangement. Employee requests to change or cancel leave arrangements must be provided in writing with reasonable notice. Approval will be at the discretion of the manager.

SIGNED AT OTTAWA THIS 27th DAY OF JULY, 2007.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #7

BETWEEN

THE AGRICULTURE UNION

AND

THE ALLIANCE EMPLOYEE'S UNION

The parties agree to establish a Joint Union Management Committee composed of three (3) members selected by the Union (AEU) and three (3) members selected by the Employer to review the issue of retiree benefits, including the option of partnering with PSAC/AEU Unit I, II and X Retiree Benefit Plan.

This Committee shall report back their finding to the Collective Bargaining Committee no later than March 31, 2008. Subsequently, the Collective Bargaining Committee may incorporate any amendments in accordance with Article 47.03.

SIGNED AT OTTAWA THIS 27th DAY OF JULY, 2007.

FOR THE EMPLOYER

FOR THE UNION

