

COLLECTIVE AGREEMENT
BETWEEN
NATURAL RESOURCES UNION
AND THE
ALLIANCE EMPLOYEES UNION
UNIT 12

Expiration Date: April 30, 2010

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE NO.</u>
1	Purpose of Agreement.....	4
2	Definitions.....	4
3	Application.....	6
4	Management Rights.....	6
5	Recognition.....	7
6	Appointment of Representation.....	7
7	Union Security.....	8
8	Retention of Rights and Privileges.....	8
9	Information to the Union.....	9
10	Information to the Employees.....	10
11	Human Rights.....	11
12	Restriction on Outside Employment.....	11
13	Hours of Work.....	11
14	Overtime.....	12
15	Vacation Leave.....	15
16	Sick Leave with Pay.....	17
17	Special Leave With or Without Pay.....	18
18	Designated Paid Holiday.....	36
19	Severance Pay.....	37
20	Pay.....	37
21	Compensation for Travel.....	40
22	No Strike - No Lock-out.....	41
23	Grievance Procedure.....	41
24	Joint Consultation.....	44
25	Welfare Plans and Benefits.....	44
26	Education and Training.....	46
27	Bilingualism Bonus.....	48
28	Lay Off.....	50
29	Probation for New Employees.....	50
30	Classification, Promotions and Appointments.....	50
31	Call Back and Reporting Pay.....	51
32	Discipline.....	53
33	Parking.....	54
34	Harassment.....	54
35	Technological Change.....	55
36	Union Label.....	56
37	Health and Safety.....	56

38	Modification, Term, Renewal of Agreement.....	58
App. "A"	Rates of Pay.....	60
App. "B"	Memorandum of Understanding (Downward Reclass.)	61
App. "C"	Memorandum of Agreement (Salary Re-opener).....	62
App. "D"	Memorandum of Understanding Article 8	63
App. "E"	Memorandum of Agreement (Vacation Leave and.....	64
	Welfare Plans and benefits	

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to continue to maintain harmonious and mutually beneficial relationships between the Natural Resources Union, the employees and the Alliance Employees' Union, to set forth specific terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1.02 The parties to this Agreement share a common desire to continue to improve the quality of service to the members of the Natural Resources Union and to promote the well-being of its employees to the end that the membership of the Natural Resources Union will be effectively and efficiently served.
- 1.03 The Alliances Employees' Union recognizes and agrees to abide by all Bylaws and Regulations of the Natural Resources Union which affect terms and conditions of employment for those employees included in the bargaining unit described in Article 5 (Recognition), except for those terms and conditions of employment agreed to in the following articles of this Agreement.

ARTICLE 2 - DEFINITIONS

- 2.01 For the purpose of this Agreement:
- a) "bargaining unit" means the employees of the Employer in the Group described in Article 5 (Recognition).
 - b) "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 her/his spouse, and continues to live with that person as if that person were her/his spouse.
 - c) "compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal

to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave or when compensatory leave is paid in cash shall be based on the employee's hourly rate of pay received by her on the day immediately prior to the day on which the leave is taken.

- d) "continuous employment" means, an unbroken period of employment with the Alliance and its Components and its predecessor Organizations and for greater certainty employment should not be considered to be broken by authorized periods of leave, with or without pay, except as specified in clause 17.10 or by any period of less than three (3) months between two separate periods of employment with the Alliance, its Components or its predecessor Organizations. (This definition in no way implies any entitlement to pay or other compensation from the Natural Resources 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" means Saturday and/or Sunday;
- g) "employee" means a person who is a member of the bargaining unit.
- h) "Employer" means the NATURAL RESOURCES UNION as represented by the National Executive and includes any person or persons authorized by the National Executive or the Bylaws of the Natural Resources Union to exercise management and control of the employees;
- i) "holiday" means a day designated as a paid holiday in this agreement;
- j) "hourly rate of pay" means an employee's weekly rate of pay divided by thirty-five (35).
- k) "leave" means authorized absence from duty by an employee during her scheduled regular hours of work;
- l) "membership dues" means the dues established by the Alliance Employees' Union as the dues payable by its members as a

consequence of their membership in the Union and shall not include any initiation fee, insurance premium or special levy;

- m) "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 she is appointed.
- n) "term employee" means a person who is employed by the Natural Resources Union for a specified period of time to perform duties on a full-time basis.
- o) "Union" means the Alliance Employee' Union;
- p) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176.

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 text of this Agreement are official.
- 3.03 Where the feminine gender is used, it shall be considered to include the masculine gender unless any provision of this Agreement otherwise specifies.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the Natural Resources Union.
- 4.02 *The rights set forth in this article and those otherwise retained by management shall be exercised in conformity with the provisions of the agreement in a manner which is not arbitrary, discriminatory or in bad faith.*

ARTICLE 5 - RECOGNITION

5.01 The Employer recognizes the Alliance Employees Union as the exclusive bargaining agent for all its employees as certified by the Ontario Labour Relations Board employed as office support staff in Ottawa save and except those employees employed in a confidential capacity.

ARTICLE 6 - APPOINTMENT OF REPRESENTATIVE

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 one (1) employee for the bargaining unit described in Article 5 (Recognition).

6.03 The Union shall notify the Employer, in writing, of the name of the Representative.

6.04 A representative shall obtain the permission of management, *when available* before leaving her work to investigate with fellow employees complaints of an urgent nature, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. The Representative shall report back to management before resuming her normal duties. Such permission shall not be unreasonably withheld.

6.05 *The Employer agrees to recognize a Committee of one (1) AEU member, selected by the Union as the Union's Bargaining Committee. Said employee shall be granted leave with pay to attend any meetings with the Employer in connection with negotiations, including time to travel to and from said meetings.*

6.06 *Representatives shall be granted time off with pay during the grievance process including arbitration in order to prepare and represent a member of this AEU bargaining unit employed by the Natural Resources Union. Such time off shall be reported on an appropriate leave form.*

- 6.07 *An employee who is elected to a full-time position with the Union shall be granted leave of absence without pay for a period of two (2) years subject to renewal on application to the Employer for further successive periods of two (2) years each.*

ARTICLE 7 - UNION SECURITY

- 7.01 The Employer will as a condition of employment deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be required to make such deduction from subsequent salary.
- 7.02 The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 7.03 The Employer shall ensure that T4's issued to employees in the bargaining unit show the amount deducted for union dues and remitted to the Union.
- 7.04 *The Employer and the Union agree that work normally performed by members of the bargaining unit will not be assigned to resources outside the bargaining unit. This does not restrict the employer from using outside resources to perform work for the employer when there is a demonstrated or unforeseeable need or where there is a short term non-recurring work requirement that cannot be met by existing staff.*

ARTICLE 8 - RETENTION OF RIGHTS AND PRIVILEGES

- 8.01 Should the Employer merge, amalgamate or combine any of its operations or functions with another organization during the term of this Agreement, the Employer, through whatever merger agreement involved, shall make every reasonable effort to protect all benefits and conditions of employment held by the employee.
- 8.02 (a) Should the Employer merge with another organization and should the employee not be offered a position with the new organization, the Employer shall, upon lay-off pay to the employee a lump sum payment of forty-one (41) weeks salary. Such lump sum payment shall be a maximum and shall include

any severance pay and/or other benefits owing to the affected employee. The Extended Health Care Plans that are in effect at the time of such lay-off shall be paid by the Employer for a period of twelve (12) months from the 1st day of the month following lay-off.

- (b) Should the employee be employed by any Component or the Alliance Centre during a period of forty-one (41) weeks following the date of lay-off the employee shall reimburse the new organization the difference between the lump sum payment received and the number of weeks that the employee was unemployed.

8.03 Should the Union change its name, affiliate or merge with any other Union, or group of unions, the resulting entity shall retain all the privileges and rights of the former Union and the existing Collective Agreement shall remain in force for the term of the Collective Agreement.

ARTICLE 9 - INFORMATION TO THE UNION

9.01 The Employer will forward to the Secretary of the Union the name, address and telephone number of all newly-hired employees, who will be included in the bargaining unit, at the 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 That the Employer provide the Union with two (2) copies (1 english and 1 french) of this collective agreement within two (2) weeks of receipt of this collective agreement from the printer.

9.03 Reasonable space on a bulletin board will be made available to the Union for the posting of official union notices in a convenient location as determined by the Employer. Notices or other material shall require the prior approval of the Employer, except notices of meetings of their members and elections, the names of Union representatives, and social and recreational events. The Union shall ensure that the bulletin board is kept in a neat and tidy manner.

ARTICLE 10 - INFORMATION TO EMPLOYEES

- 10.01 There shall be only one (1) official employee file to be held by the Assistant to the President of the Component. Upon written request by an employee to the Assistant to the President, the employer shall allow the employee to view her personnel file and provide her with a copy of any document on the file requested by the employee.
- 10.02 *The Employer will provide annually each employee with a statement of her leave credits.*
- 10.03 (a) The Employer shall provide each employee in the bargaining unit with a signed copy of this collective agreement within two (2) weeks of receipt of this collective agreement from the printer. *This collective agreement will be printed in 14 point Arial and will be made available in alternate format upon request, where there is a demonstrated need.*
- (b) *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.*
- 10.04 *An employee shall be entitled to a complete and current job description of her position, including the classification level and point rating allotted by factor.*
- 10.05 Once the Employer is in possession of the official job descriptions prepared according to the May 1998 original PDQs for NRU personnel, the Employer shall provide an employee within ten (10) days with a copy of the above either when requested or at the time of employment, or when there is a change in duties.

ARTICLE 11 - HUMAN RIGHTS

- 11.01 The Employer shall not discriminate, *interfere, restrict, or coerce* with respect to any employee in the matter of hiring, wage rates,

training *and* promotion, transfer, discipline, discharge or otherwise by reason of age, race, creed, colour, *language*, national or ethnic origin, political or religious affiliation, sex, *family* or marital status, disability, conviction for which a pardon has been granted, *gender identity or gender expression*, or by reason of her membership or activity in the Union.

ARTICLE 12 - RESTRICTION ON OUTSIDE EMPLOYMENT

- 12.01 An employee shall not be restricted in engaging in other employment or activities outside the hours she is required to work for the Employer unless the Employer can demonstrate that such outside employment or activities involves a conflict of interest.
- 12.02 An employee shall not engage in outside employment or activities if the hours or responsibilities involved are likely to impair her ability to perform her Natural Resources Union duties in an efficient and satisfactory manner.

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 consecutive hours, (exclusive of a lunch period) between the hours of 7:00 a.m. and 6:00 p.m.
- (b) i) Notwithstanding the provisions of this Article, employees with the approval of the Employer, may complete their weekly hours of employment in a period other than five (5) full working days provided that over a period to be determined by the Employer, employees work an average of thirty-five (35) hours per week. In every such period employees shall be granted days of rest on days not scheduled as normal work days for them.
- ii) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional 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 employee affected.
 - iv) The Employer may require employees to register their attendance in a form or in forms to be determined by the Employer.
- (c) Subject to operation requirements as determined from time to time by the Employer, an employee shall have the right to select and request flexible or staggered hours between 8:00 a.m. and 6:00 p.m. and such request shall not be unreasonably denied.
- 13.02 The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.

ARTICLE 14 - OVERTIME

In this article:

- 14.01 (a) "overtime" means authorized work performed in excess of an employee's scheduled hours of work;
- (b) "straight-time rate" means the hourly rate of pay;
- (c) "time and one-half" means one and one-half times the straight-time rate;
- (d) "double time" means twice (2) the straight time rate.
- (e) "Child or Children" shall mean a child or children permanently residing with the employee.
- 14.02 Subject to clause 14.04, an employee who is required to work overtime on her scheduled work day is entitled to compensation at the rate of one and one-half (1 1/2T) for all overtime hours worked.
- 14.03 Subject to clause 14.04:

- a) an employee who is required to work on Saturday is entitled to compensation at time and one-half (1 1/2T) for the first seven (7) hours and double (2T) time thereafter;
 - b) an employee who is required to work overtime on Sunday is entitled to compensation at double (2T) time for all hours worked.
- 14.04 An employee is entitled to overtime compensation under clause 14.02 and 14.03 for each completed fifteen (15) minute period of overtime worked by her:
- a) when the overtime work is authorized in advance by the Employer;
- and
- b) when the employee does not control the duration of the overtime work.
- 14.05 Overtime shall be compensated in cash except where, upon request of an employee overtime may be compensated in equivalent leave with pay at times convenient to both the employee and the Employer.
- 14.06 When operational requirements preclude the employee from taking her compensatory leave during the year and where the employee has accumulated not more than fifteen (15) days, these credits may be carried over to the following year. When the employee has accumulated more than fifteen (15) days of compensatory leave credits, these credits shall be liquidated by means of an equivalent cash payment and will be based on the employee's regular rate of pay as of December 31.
- 14.07 Employees shall record starting and finishing times of overtime worked in a form determined by the Employer.
- 14.08 a) An employee who is authorized to work three (3) or more hours following the employee's scheduled hours of work, shall be reimbursed her expenses for one (1) meal at the amount specified in Appendix 'C' of Chapter 370 of the Administrative Policy Manual of Treasury Board Canada except that such expenses shall not be reimbursed if a free meal is provided. Reasonable time to be determined by the employer shall be

allowed the employee in order to take a meal break either at or adjacent to the employee's place of work.

- b) When an employee performs authorized overtime, time spent by the employee reporting to or returning from work shall not constitute time worked.
- 14.09 a) The Employer shall make every reasonable effort to avoid excessive overtime.
- b) Except in the cases of emergency, call-back, or by mutual agreement with an employee, the Employer shall, whenever possible, give at least four (4) hours' advance notice of any overtime requirement.
- 14.10 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 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.
- 14.11 The Employer shall reimburse the employee who is a parent or guardian of a young child or children for substitute child care as per the Component Family Care Allowance Policy when the employee works outside her regular hours of work. A receipt shall be submitted to the Employer and this reimbursement will not be paid to a member of the family residing with the employee.

ARTICLE 15 - VACATION LEAVE

- 15.01 *For each calendar month in which an employee earns at least ten (10) days' pay, she shall earn vacation leave credits at the rate of:*
- a) one and one quarter (1 1/4) days if she has completed less than four (4) years of continuous employment;
 - b) one and two-thirds (1 2/3) days if she has completed *four (4)* years of continuous employment;

- c) two and one-twelfth (2 1/12) days if she has completed *thirteen (13)* years of continuous employment;
- d) two and one-half (2 1/2) days if she has completed *twenty (20)* years of continuous employment.
- e) *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 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 equivalent to unearned vacation leave taken by the employee, calculated on the basis of the rate of pay received by the employee on the date of termination.

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

15.05 If an employee becomes ill or becomes entitled to special leave the period of leave so displaced shall be added to 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 Where, during any period of vacation leave with pay, an employee is recalled to duty, she shall be reimbursed for reasonable expenses, as normally defined by the Employer, that she incurs:

i) in proceeding to her place of duty;

and

ii) in returning to the place from which she was recalled if she immediately resumes vacation upon completing the

assignment, for which she was recalled, after submitting such accounts as are normally required by the Employer.

- 15.07 The employee shall not be considered as being on vacation leave during any period in respect of which she is entitled under clause 15.06 to be reimbursed for reasonable expenses incurred by her.
- 15.08 If an employee dies or otherwise ceases to be employed she or 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 her employment.
- 15.09 Subject to operational requirements, the Employer shall make every reasonable effort to grant an employee her annual leave at dates specified by her. Such requests shall not be unreasonably denied.
- 15.10 In granting vacation leave with pay to an employee, the Employer shall:
- a) subject to operational requirements, make every reasonable effort to schedule the employee's vacation leave at times specified by the employee.
- and
- b) not require an employee to take her earned vacation leave at times not specified by her provided that the employee has not accumulated more than her current annual entitlement plus a years carry over.
- 15.11 An employee who has accumulated more vacation leave than that provided in sub-clause 15.10 (b) above may be instructed by the Employer after October 1st to liquidate her excess leave credits prior to the end of the vacation year or at times mutually agreed upon by the employee and the Employer. If the employee fails to identify a period of vacation leave when requested to do so by the Employer, the Employer may

unilaterally schedule the employee's vacation leave for a period equivalent to the excess of vacation leave credits.

15.12 Notwithstanding the provisions of this Article the Employer retains the exclusive right to schedule an employee's vacation leave at times convenient to the Employer when more than one employee requests vacation leave for the same periods or parts thereof.

15.13 Should an employee's vacation leave have to be cancelled after being approved, all non-returnable expenses and cancellation fees incurred shall be reimbursed to the employee by the employer. The employer may request verification of loss of expenses incurred.

ARTICLE 16 - SICK LEAVE WITH PAY

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

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

- a) she satisfies the Employer of her condition by presenting a medical certificate or in such a manner and at such times as may be determined by the Employer, and
- b) she has the necessary sick leave credits

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

- 16.04 An employee shall not be granted sick leave with pay during any period in which she is on leave of absence without pay or under suspension.
- 16.05 If an employee has insufficient credits to cover the granting of sick leave with pay under provisions of this article, additional sick leave with pay may be granted, at the sole 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.
- 16.06 Upon the exhaustion of her paid sick leave credits, the Employer shall not staff the employee's position on a permanent basis for a period of six (6) months while the employee is on approved leave without pay.

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 of two (2) years subject to renewal on application to the Employer for further successive periods of two (2) years each.

BEREAVEMENT LEAVE WITH PAY

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

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

- a) When a member of an employee's immediate family dies, the employee shall be entitled to bereavement leave with pay for a period of up to four (4) days for purposes relating to the bereavement but not extending beyond the date following the day of the funeral and may, in addition, be granted up to three (3) days' leave with pay for the purposes of travel related to the death.
- b) In special circumstances and at the request of the employee, bereavement leave with pay may be extended beyond the day following the day of the funeral but the total number of days granted shall be consecutive, shall not exceed the number provided for in paragraph (a) above, and must include the day of the funeral.
- c) An employee is entitled to two (2) days' bereavement leave with pay for purposes related to the death of her grandchild, son-in-law, or daughter-in-law.
- d) An employee is entitled to one (1) day's bereavement leave with pay for purposes relating to the death of her brother-in-law or sister-in-law.
- e) If, during a period of compensatory leave, an employee is bereaved in circumstances under which she would have been eligible for bereavement leave with pay under paragraph (a), (b), (c), or (d) of this clause, she shall be granted bereavement leave with pay and her compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

COURT LEAVE WITH PAY

17.03 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 her position;
 - iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
 - v) before an arbitrator or umpire or a person or a body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.
 - vi) Leave of absence with pay shall not be granted to an employee who is a party to any proceeding where she may benefit.

MATERNITY LEAVE SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

17.04 a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than twenty-six (26) weeks after the termination date of pregnancy.

(b) Notwithstanding paragraph (a):

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

the period during which her newborn child is hospitalized, the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling twenty-six (26) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of twenty-six (26) weeks.

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 16, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 16, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the

calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

17.04.1 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:**
 - (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,**
 - (ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or Québec Parental Insurance Plan in respect of insurable employment with the Employer, and**
 - (iii) has signed an agreement with the Employer stating that:**
 - (A) She will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave.**
 - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;**
 - (C) Should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance**

of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:

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

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

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

(b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

(c) Maternity allowance payments made in accordance with SUB Plan will consist of the following:

(i) where an employee is subject to waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period.

- (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or Quebec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.

- (d) At the employee's request, the payment referred to in subparagraph 17.04.1 (c) (i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental Insurance maternity benefits.

- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec.

- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the

employee would have earned working full-time during such period.

(g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.

(h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.

(i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.

(j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

17.04.2 Special Maternity Allowance for Totally Disabled Employees

(a) An Employee who:

- (i) fails to satisfy the eligibility requirements specified in subparagraph 17.04.1 (a) (ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Longterm Disability (LTD) Insurance or the *Workplace Safety and Insurance Act* prevents her from receiving Employment Insurance or Quebec Parental Insurance maternity benefits, and
- (ii) has satisfied all of the other eligibility criteria specified in paragraph 17.04.1 (a), other than those specified in sections (A) and (B) of subparagraph 17.04.1 (a)(iii), shall be paid, in

respect of each week of maternity allowance not received for reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI.

(b) An employee shall be paid an allowance under this clause and under clause 17.04.1 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or Quebec Parental Insurance Plan had she not been disqualified from Employment Insurance or Quebec Parental Insurance maternity benefits for the reasons described in subparagraph (a)(i).

17.05 Parental Leave Without Pay

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

- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraph (a) and (b) above may be taken in two periods.**

- (d) Notwithstanding paragraphs (a) and (b):**

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

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

- (f) The Employer may:**

 - (i) defer the commencement of parental leave without pay at the request of the employee;**
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;**
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.**

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

17.05.1 Parental Allowance

- a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:**
 - i) has completed six(6) months of continuous employment before the commencement of parental leave without pay;**
 - ii) provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or Québec Parental Insurance Plan in respect of insurable employment with the Employer, and**
 - iii) has signed an agreement with the Employer stating that:**
 - A) The employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave.**
 - B) following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 17.04.1(a)(iii)(B), if applicable;**
 - C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to**

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

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

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

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

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;

ii) for each week the employee receives parental, adoption or paternity benefit under the employment Insurance or the Québec Parental Insurance Plan, he /she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he/she would have been eligible if no extra monies had been earned during this period.

iii) where an employee has received the full twenty-six (26) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Quebec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.

(d) **A**t the employee's request, the payment referred to in subparagraph 17.05.1(c)(i) will be estimated and advanced to the employee. Adjustment will be made once the employee provides proof of receipt of EI or QPIP parental benefits.

(e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Quebec.

(f) The weekly rate of pay referred to in paragraph (c) shall be:

i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay.

ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

(g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.

(h) Notwithstanding paragraph (g), and subject to subparagraph (f) (ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.

(i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.

(j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

(k) The maximum combined maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

17.06. Special Parental Allowance for Totally Disabled Employees

(a) An employee who:

(i) fails to satisfy the eligibility requirement specified in subparagraph 17.05.1(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance or via the Workplace Safety and Insurance Act prevents the employee from receiving Employment Insurance or Quebec Parental Insurance Plan benefits, and

- (ii) **has satisfied all the other eligibility criteria specified in paragraph 17.05.1(a), other than those specified in sections (A) (B) of subparagraph 17.05.1(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the Workplace Safety and Insurance Act.**

(b) An employee shall be paid an allowance under this clause and under clause 17.05.1 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 Quebec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Quebec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

SPOUSAL LEAVE WITH PAY

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

LEAVE WITH PAY FOR FAMILY RELATED RESPONSIBILITIES

- 17.08 a) *In affirmation that it is not the intent of the parties to privilege the nuclear family, and for the purpose of this clause, family is defined as spouse (including common-law spouse resident with*

the employee), dependent children (including children of legal or common-law spouse and foster children), parents (including step-parents or foster parents) not necessarily residing with the employee but requiring assistance, grandparents, mother-in-law, father-in-law, grandchildren, or any relative residing in the employee's household or with whom the employee permanently resides and anyone for whom the employee has power of attorney..

- b) Leave with pay for family related responsibilities shall be granted as follows:
 - i) up to two (2) consecutive days of leave with pay to provide for the immediate and temporary care of a sick member of the employee's family;
 - ii) up to one-half (1/2) day of leave with pay to take a member of the employee's family for medical or dental appointments, or for appointments with school authorities;
 - iii) an employee shall receive ten and one-half (10.5) hours of leave with pay for needs related to the birth or adoption of the employee's child, which may be divided into two periods and granted on separate occasions.

- 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.

INJURY-ON-DUTY LEAVE WITH PAY

17.09 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 her duties and not caused by the employee's wilful misconduct;

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

LEAVE WITHOUT PAY FOR PERSONAL NEEDS

- 17.10 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 propose 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, paternity or adoption leave.
- (d) An employee who is granted leave under this clause must pay both the employee and Employer shares of the benefit plans outlined under Article 25 of this Agreement, in effect at the time of signing.

OTHER LEAVE WITH OR WITHOUT PAY

- 17.11 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 her 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.

LEAVE WITHOUT PAY FOR THE CARE AND NURTURING OF PRE-SCHOOL AGE CHILDREN

- 17.12 a) At the request of an employee, leave without pay in one (1) or more periods of no less than one (1) month 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) months 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.
- 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 propose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

ARTICLE 18 - DESIGNATED PAID HOLIDAYS

- 18.01 The following days shall be designated paid holidays for all employees:
- a) New Year's Day;
 - b) Good Friday;
 - c) Easter Monday;
 - d) The day fixed by proclamation of the Governor-in-Council for the celebration of the Sovereign's Birthday;
 - e) Canada Day;
 - f) First Monday of August;
 - g) Labour Day;
 - h) The day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving;
 - i) Remembrance Day;
 - j) Christmas Day;
 - k) Boxing Day;
 - l) Heritage Day, to be celebrated as a floating holiday, and to be taken between January 15th and March 31st of each year. This day shall be scheduled in a manner similar to annual leave as described in 15.10 a) and 15.12. Should a day be proclaimed

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

- m) Any day proclaimed by the Governor-in-Council as a holiday shall be included as a designated paid holiday for purposes of this Agreement.
- n) A floating holiday to be scheduled in a manner similar to annual leave as described in 15.10 (a) and 15.12. This floating day must be taken in the calendar year and cannot be banked for use in later calendar years.

18.02 An employee who is on leave without pay or who is suspended on either/or the day preceding or immediately following the designated paid holiday is not entitled to any pay for the designated paid 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 her day of rest.

18.04 a) When an employee is required by the Employer to work on a designated paid holiday, she shall be paid in addition to the regular pay for that day double time (2T) for all hours worked to a maximum of seven (7) hours at the overtime rate.

- (b) The employee concerned shall receive the overtime payment not later than the end of the month following that in which it was earned.

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 *Employees not designated as essential by the Employer shall be granted leave with pay for regular working days falling in the period between December 26th and January 1st.*

ARTICLE 19 - SEVERANCE PAY

19.01 Under the following circumstances an employee shall receive severance benefits calculated on the basis of her weekly rate of pay.

RETIREMENT

- 19.02 An employee who is entitled to a pension under the terms of the PSAC Pension Regulations shall, on retirement, be paid one (1) week's pay at her current rate of pay for each completed year of continuous employment in respect of which 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 her current rate of pay for each completed year of continuous employment in respect of which 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 six (6) 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 her current rate of pay for each completed year of continuous employment in respect of which 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.

TERMINATION FOR OTHER REASONS

- 19.05 An employee whose services are terminated involuntarily for any reason other than discipline shall be paid one (1) week's pay at her current rate of pay for each completed year of continuous employment in respect of which 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

- 19.06 If an employee dies after one (1) or more years of continuous employment, there shall be paid to 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.

ARTICLE 20 - PAY

- 20.01 Except under unusual circumstances, an employee shall be paid by cheque every two (2) weeks. To each pay cheque will be attached a stub indicating the employee's gross and net entitlements and details of all deductions.
- 20.02 Except as otherwise specified in the letter of offer, on appointment, an employee's salary rate will be the minimum of the salary range applicable to the position in which she is appointed. Unless the Employer takes action to withhold increments because of unsatisfactory performance of her 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, she shall be entitled to that rate of pay in the salary range of the classification level to which she 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 on a day which coincides with the date on which she would otherwise have received a salary increment in respect of her previous position, such salary increment shall be deemed to have been duly authorized before determining the rate of pay applicable to her on promotion.
- 20.05 When an employee is required in writing by the Employer to perform for a temporary period of at least five (5) consecutive working days, the duties of a higher position than the one held by her, such employee shall be paid acting pay from the first day of such temporary period, calculated as if she had been appointed to the higher position. Designated paid holidays shall be counted as time worked for the purposes of determining the qualifying period of five (5) consecutive working days.

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

ARTICLE 21 - COMPENSATION FOR TRAVEL

- 21.01 When an employee is required by the Employer to travel outside of her headquarters area, and such travel is approved by the Employer, her method of travel shall be determined by the Employer and she shall be compensated in the following manner:
- a) On a normal working day on which she travels but does not work, the employee shall receive her regular pay for the day;
 - b) On a working day on which she travels and works, the employee shall be paid:

i) her regular pay for the day for a combined period of travel and work not exceeding seven (7) hours;

and

ii) at the applicable overtime rate for additional travel time in excess of a seven (7) hour period of work and travel, with a maximum payment for such additional travel time not to exceed seven (7) hours' pay at the applicable overtime rate in any day.

c) On a day of rest or on a holiday, the employee shall be paid the applicable overtime rate provided the total payment for such travel time does not exceed seven (7) hours at the employee's straight-time rate, except that if an employee travels and works on a day of rest or on a holiday, her total compensation for travel and work on each such day shall not exceed seven (7) hours at the applicable overtime rate, exclusive of her normal salary entitlement for a holiday.

21.02 Unless otherwise specified in this Agreement, the provisions of the PSAC (T.B.) Travel Directive shall apply to all travel approved by the Employer.

21.03 For each two (2) nights an employee remains in overnight travel status she shall be entitled to claim the cost of a five (5) minute telephone call to her place of residence.

ARTICLE 22 - NO STRIKE - NO LOCK-OUT

22.01 The Union, during the term of this Collective Agreement, and any employee covered by the said Collective Agreement or on whose behalf it has been entered into shall not go on strike and the Union shall not declare or authorize a strike of any of the employees. The Employer shall not cause the employees to be locked-out during the period of this Collective Agreement.

ARTICLE 23 - GRIEVANCE PROCEDURE

23.01 A grievance is any written complaint made by an employee concerning pay, working conditions, terms of employment,

disciplinary actions, release for incompetence or incapacity or the application or interpretation of this Agreement.

- 23.02 Before submitting a grievance, an employee is encouraged to discuss the matter with her supervisor. An employee may, if she so desires, be assisted or represented by the Union during such discussions.
- 23.03 An employee may be represented by the Union at each step of the grievance procedure. The Union shall have the right to consult and make representation to the Employer's representative on grievances arising out of this Collective Agreement and/or where the employee has asked to be represented by the Union at each step of the grievance procedure.
- 23.04 Grievances shall be submitted to the Assistant to the President at each step of the grievance procedure. The Assistant to the President shall be responsible for forwarding the grievance to the representative of the Employer authorized to deal with grievances at the appropriate step and for providing the employee and her representative with an acknowledgement of receipt of the grievance.
- 23.05 Step 1:
An employee may submit a grievance in accordance with clause 23.04. The National President of the Natural Resources Union is the authorized representative of the Employer at Step 1.
- 23.06.1 Step 2:
If the National President does not deal with the grievance to the employee's satisfaction, the employee may submit the grievance to Step 2 in accordance with clause 23.04. The National Executive excluding the National President shall hear and determine the grievance at Step 2.
- 23.07 Step 3:
If the responsible representative of the Employer at Step 2 does not deal with the grievance to the employee's satisfaction, the employee with the approval of the Union may submit the grievance to arbitration in accordance with clause 23.04. The Assistant to the president is authorized by the Employer to agree with the Union on a mutually acceptable arbitrator to whom the grievance will be submitted.

- 23.08 The decision of the arbitrator shall be final and binding on the Employer, the employee and the Union. The arbitrator shall have the authority to modify or amend any penalty.
- 23.09 The Employer shall grant time off with pay to the grievor to attend a grievance meeting with management where such a meeting is deemed necessary by both parties or where such a meeting is convened by the employer.
- 23.10 a) A grievance must be presented to the First Step within twenty-five (25) days of the employee becoming aware of the circumstances giving rise to the grievance.
- b) A written reply will be given by the Employer to the grievor and her representative within ten (10) working days of receipt of the grievance at Step 1. A written reply will be given by the Employer to the grievor and her representative within thirty (30) working days of receipt of the grievance at Step 2.
- c) If the Employer's reply is not satisfactory to the employee or failing reply at Step 1, the employee has ten (10) working days from the expiry of the time limit in sub-clause 23.10 (b) in which to transmit the grievance to Step 2. An employee has twenty (20) working days from the expiry of the time limit for response at step 2 in which to transmit her grievance to arbitration.
- d) The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and where appropriate the employee's representative.
- 23.11 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, Step 1 may be eliminated by agreement of the employer and the employee.
- 23.12 When an employee is awarded a disciplinary action resulting in suspension and/or discharge or when an employee is released for incompetence or incapacity except during her initial probationary period, the grievance procedure set forth in this Agreement shall apply except that the grievance may be presented at the second step should both parties agree.

- 23.13 If a grievance is referred to an arbitrator pursuant to clause 23.07 (Step 3), the Employer and the Union shall share the costs and/or expenses of the arbitrator on an equal basis. For greater certainty the Employer shall not be required to pay more than fifty (50) percent of the costs of any arbitration proceeding.
- 23.14 A grievance relating to the interpretation or application of the collective agreement must be authorized by the Union prior to its presentation to the Employer.

ARTICLE 24 - JOINT CONSULTATION

- 24.01 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.
- 24.02 The Employer shall consult meaningfully with representatives of the Union at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.
- 24.03 A Union-Employer Committee will be established to consult on areas of concern to both parties. Either party may provide items for the agenda for any proposed meeting. Meetings will be scheduled at a time convenient to both parties. However, there shall be not less than one (1) meeting every three (3) months. Each party shall be responsible for expenses incurred by their Representatives except that the Employer agrees to allow leave with pay for such meetings.

ARTICLE 25 - WELFARE PLANS AND BENEFITS

- 25.01 The Employer shall pay one hundred percent (100%) of the premium for the Dental Plan *equal to or better than the plan in effect at the time of signing of this Collective Agreement.*

- 25.02 The Employer shall pay one hundred percent (100%) of the premium for the Income Protection Plan *equal to or better than the plan in effect at the time of signing of this Collective Agreement.*
- 25.03 The Employer will pay one hundred percent (100%) of a life insurance plan equal to (2) times the employee's annual salary to the higher thousand.
- 25.04 The terms and conditions of the PSAC Pension Plan shall apply to the employees.
- 25.05 For the purpose of this Article, excepting clause 25.04 (Pension Plan), for each calendar month for which an employee has received pay for at least ten (10) days, the Employer shall pay the portion of the premium for the benefit plans as specified in this Article.
- 25.06 An employee who receives less than ten (10) days' pay in a calendar month, shall pay the full premium (100%) for the benefit plans specified in this Article, excepting clause 25.04 (Pension Plan).
- 25.07 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 in accordance with such plans.
- 25.08 The Employer shall pay 100% of the premium for a vision care benefit which provides for \$400.00 per insured member per two years.
- 25.09 The Employer will pay one hundred percent (100%) of the premium for the Extended Health Care Plan *equal to or better than the plan in effect at the time of signing of this Collective Agreement..*

An employee who retires prior to the age of sixty-five (65) may elect to continue coverage and will pay one hundred percent (100%) of the premiums of the Extended Health Benefit and Life Insurance Plan until they reach the age of sixty-five (65).

25.10 The Employer will reimburse all technical aids not currently covered by the current plans and which are necessary for the employee to perform her work.

ARTICLE 26 - EDUCATION AND TRAINING

26.01 An employee who undertakes a training course outside her normal hours of work may, at the discretion of the Employer, be reimbursed in whole or in part for the direct expense of instruction, that is, the expenses which must be paid to complete the training, and which are not primarily of a personal character. Such reimbursement shall not be unreasonably withheld.

26.02 To be eligible to receive reimbursement, the employee must fulfil two conditions:

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

26.03 a) Full reimbursement of the direct expenses of instruction will be made in some circumstances, 50% in others, and in some circumstances no reimbursement.

- 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 rather than rigorous analysis. This would include situations in which the need cannot be determined precisely, where there is no immediate link between completion of training and assignment of new work to the trainee, or where training anticipates long-term general needs of the Natural Resources Union.

- c) Reimbursement will not be approved for training which does not, as a minimum, relate directly to the general need of the Natural Resources Union.

- 26.04 In certain instances, the Employer may require the employee to give a written undertaking to continue her employment with the Natural Resources 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 her employment.

EXAMINATION LEAVE WITH PAY

- 26.05 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 or work, where the course of study is directly related to the employee's duties or will improve her qualifications. Such leave shall not be unreasonably withheld.

EDUCATION LEAVE WITHOUT PAY

- 26.06 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 her present role more adequately. Such requests for leave without pay shall not be unreasonably withheld.
- 26.07 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.

CAREER DEVELOPMENT LEAVE WITH PAY

- 26.08 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 her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
- i) a course given by the Employer;
 - ii) a course offered by a recognized academic institution;
 - iii) a seminar, convention or study session in a specialized field directly related to the employee's work;
 - iv) language training.
- b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 26.10 (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.
- c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

ARTICLE 27 - BILINGUALISM BONUS

- 27.01 The Employer agrees that a Bilingualism Bonus of \$800 per year shall be payable to all eligible employees of the Natural Resources Union who are required by the Employer to read, write, understand and speak both official languages in order to communicate with the membership and with any person, other than regular employees of the **Natural Resources Employees**, other Components and the P.S.A.C. with whom the **Natural Resources Employees** must establish and maintain communication, when such employees are recognized by the Employer as meeting the language proficiency requirements for their positions. Employees not paid a bilingualism bonus shall

only be required to work in the designated language of her position.

- 27.02 The Employer agrees that the Bilingualism Bonus will be paid to its employees as long as it will be paid in the Public Service or for any longer period that may be decided by the Employer.
- 27.03 An eligible employee shall be entitled to receive the Bilingualism Bonus for any month in which the employee has received a minimum of ten (10) days' pay.
- 27.04 An eligible employee is entitled to receive the Bilingualism Bonus during any period of paid leave up to a maximum of sixty (60) consecutive calendar days.
- 27.05 The Bilingualism Bonus shall be a flat annual amount of \$800 calculated on a monthly basis and payment will be included in the normal bi-weekly pay cheque.
- 27.06 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 Income Protection Plan
 - Worker's Compensation
 - PSAC Group Life Insurance
 - Unemployment Insurance
- 27.07 The Bilingualism Bonus will not be considered as part of an employee's salary entitlements for the following:
- a) transfer;
 - b) promotion;
 - c) overtime calculation;
 - d) severance pay.
- 27.08 When an employee is notified by the Employer that she is no longer eligible to receive the Bilingualism Bonus, the notice of termination to the employee shall be provided two (2) months prior to its effect.

ARTICLE 28 - LAY OFF

28.01 The Employer agrees that employees who are subject to lay-off for reasons other than mergers, amalgamations or the combining of any of its operations or functions with another organization shall be given six (6) months notice of their pending lay-off or be paid a termination allowance of six (6) months salary in lieu of six (6) months notice, at the Employer's sole discretion.

ARTICLE 29 - PROBATION FOR NEW EMPLOYEES

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

Such probationary period may be extended for just cause by the Employer. In such event, the Employer will notify the employee, in writing, of such extension of the probationary period with reasons for the extension. Extension of probationary periods will not exceed a total of six (6) months.

29.03 In the event that a new employee proves unsatisfactory in the performance of her duties at any time during the probationary period, she may be released by the Employer. The reason(s) for the release will be provided to the employee in writing.

29.04 A grievance that may arise from the release of a new employee during her probationary period shall not be the subject of arbitration, except that the grievance and arbitration procedure outlined in article 24 shall apply in cases where such release is due to disciplinary reasons.

ARTICLE 30 - CLASSIFICATION, PROMOTIONS AND APPOINTMENTS

30.01 The classification system applicable within the Natural Resources Union shall be the PSAC Deloitte & Touche classification system.

30.02 Notification of all vacant and newly created positions within the bargaining unit shall be conveyed in writing to all employees so

that they may have an opportunity to make written application for such positions.

30.03 The promotion of employees to positions within the bargaining unit save and except positions excluded from the collective bargaining process, shall be the result of a competition based on the following factors:

- a) knowledge, skills, ability, experience, and personal suitability.
- b) continuous employment within the Component.

Where the factors in sub-clause (a) are relatively equal, length of continuous employment with the Component shall govern.

30.04 The Employer shall not make appointments from outside the Public Service Alliance of Canada to any position within the bargaining unit save and except positions excluded from the collective bargaining process until the Selection Process in accordance with clause 30.02 is completed and the Selection Board determines that there is no qualified candidate.

30.05 A successful applicant who was an employee of the Component prior to her new appointment shall be placed on probation for a period of four (4) months.

30.06 Promotions and appointments shall not be the subject of arbitration.

30.07 In the event that an employee is rejected on probation following a promotion from within the bargaining unit to another position within the Employer's establishment the Employer shall make every possible reasonable effort to place the employee in a position at a salary level equivalent to her former position.

ARTICLE 31 - CALL BACK AND REPORTING PAY

31.01 a) When an employee is recalled to her place of work after having completed her normal hours of work and having left her place of work, or

- b) When an employee is required to report and reports to work on a day of rest or on a designated paid holiday, she shall be paid the greater of:
 - i) compensation at the applicable overtime rate for all hours worked, or
 - ii) a minimum of three (3) hours' pay 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.

31.02 When an employee, who is recalled to her place of work or reports to work on a day of rest or on a designated paid holiday in accordance with clause 31.01, is required to use transportation other than that provided by normal public transportation services, she shall be paid:

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

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

31.03 Clauses 31.01 and 31.02 do not apply to any employee who is required before the termination of the working day or at any previous time, to report and reports to work on a normal working day outside of her hours of work. Such employee shall be paid the greater of:

- a) compensation at the applicable overtime rate for all hours worked, or
- b) a minimum of two (2) hours of pay at the straight-time rate provided that the period of overtime worked by the employee is not contiguous to the employee's normal hours or work.

ARTICLE 32 - DISCIPLINE

JUST CAUSE AND BURDEN OF PROOF

- 32.01 a) No disciplinary measure in the form of a notice of discipline, suspension or discharge or in any other form shall be imposed on any employee without just, reasonable and sufficient cause and without her receiving beforehand the grounds on which a 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

- 32.02 a) The Employer agrees that there shall be only one official personnel file for each employee and that no report relating to the employee's conduct or performance may be used against her in the grievance procedure nor arbitration unless such report is part of the official personnel file.

No report may be placed in the file or constitute a part thereof unless a copy of the said report is sent to the employee within twenty-five (25) days after the date of the employee's alleged infraction, or of its coming to the attention of the Employer, or of the Employer's alleged source of dissatisfaction with her.

- 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.

ACCESS TO PERSONNEL FILE

- 32.03 Upon written request from an employee, the employee and/or her union representative, if authorized by the employee, shall have access to the official personnel file of the employee in the presence of an authorized representative of management. Such access will be given within twenty-four (24) hours of said request and it is agreed that the employee or her representative will be allowed to make copies of any documents she may consider necessary.

DISCIPLINARY INTERVIEW

- 32.04 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) her right to be accompanied by a union representative;
 - (ii) the purpose of the meeting
 - (iii) that should her official personnel file be considered at the interview that she shall be granted permission prior to the meeting to have access to this file in accordance with Clause 32.03.

If the employee fails to appear at the interview and does not have a satisfactory excuse for her inability to do so, the Employer shall proceed unilaterally.

- 32.05 *An employee who wilfully terminates her employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if she does so within three (3) consecutive working days.*

ARTICLE 33 - PARKING

- 33.01 An employee who uses her car to travel to and from work, may, provided that space is available, apply to rent parking space either indoors or outdoors at the Alliance Building parking area.
- 33.02 Subject to clause 33.01, the Employer shall pay one hundred percent (100%) of the parking cost.

ARTICLE 34 - HARASSMENT

- 34.01 The Union and the Employer recognize the right of employees to work in an environment free from harassment, and the Employer undertakes to discipline any person engaging in the harassment of another employee.

- 34.02 a)** *Harassment shall be defined as including, but not limited to, any deliberate incident or series of incidents that may be verbal or physical and unsolicited or unwelcome, and undermines their job performance. Job counselling shall not be considered personal harassment.*
- b) *Bulling is recognized as a form of personal harassment and shall be defined as persistent, abusive, intimidating, malicious or insulting behaviour which makes the recipient feel upset, threatened, humiliated or vulnerable. Such behaviour undermines self confidence and may cause stress. Job counselling shall not be considered personal harassment or bullying.*
- c) *For the purpose of Article 34, work environment also includes meetings, seminars, courses, etc. held outside of an employee's normal work location and includes electronic communications.*

34.03 An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch by both parties to the collective agreement.

ARTICLE 35 - TECHNOLOGICAL CHANGE

35.01 The Employer agrees to provide as much advance notice as is practicable but not less than three (3) months' written notice to the employees of any major change in equipment which would result in changes in employment status or working conditions of employees covered by this Agreement. Retraining as a result of any technological change shall be the responsibility of the Employer.

35.02 Pertinent information to be included in the written notice shall be:

- a) the date of change;
- b) the nature of the change;
- c) the date on which the Employer proposes to effect the change;

- d) the number of employees likely to be affected by the change;
- e) the effects the change may have on the employees' working conditions and terms of employment;
- f) all other pertinent data relating to the anticipated effects on employees.

ARTICLE 36 - UNION LABEL

36.01 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 37 - HEALTH & SAFETY

37.01 The Employer agrees to take all reasonable 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.

FIRST AID TRAINING

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

SPECIAL EXAMINATIONS

37.03 The Employer agrees to conduct appropriate tests of employees and of the work environment as it deems 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. 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.

OPERATING PROCEDURES

37.04 a) The Employer will provide safe operating procedures and training to employees in the handling of materials and operating of equipment.

The Employer acknowledges and fully endorses the WHMIS legislation.

c) *The Employer shall endeavour to register employees to participate in WHMIS, first-aid provider, and fire marshal training, when offered by PSAC to PSAC employees.*

INJURED EMPLOYEES

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

HEALTH AND SAFETY INFORMATION

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

DANGEROUS SITUATIONS

37.07 When an employee refuses to work in cases of dangerous situations in accordance with the Ontario Occupational Health

and Safety Legislation (1990) the employee shall not be disciplined.

GRIEVANCE PROCEDURE

37.08 The existence of health and safety hazards in the workplace is subject to Article 23 (Grievance Procedure) of this collective agreement.

RECREATION ALLOWANCE

37.09 a) The parties agree that there is a need to participate in some recreational activity to alleviate stress associated with work functions. To this end, the Employer agrees to reimburse all employees **\$650.00** per year *paid on the last pay of each calendar year.*

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

ARTICLE 38 - MODIFICATION, TERM, and RENEWAL OF AGREEMENT

38.01 Unless otherwise expressly stipulated, the terms and conditions of this Agreement shall become effective on the date of signing and shall remain in force and effect from year to year thereafter unless either party gives to the other party notice in writing that it desires its termination or amendment.

38.02 Either party desiring to propose changes or amendments to this Agreement shall, no earlier than ninety (90) days and no later than (30) days prior to the expiry date, give notice in writing to the other party. Such notice shall contain the proposed changes or amendments desired. A meeting of the parties will be convened within twenty (20) working days of the date on which the notice was served to commence bargaining or at a date mutually agreed upon by the parties.

38.03 This Agreement may be amended by mutual consent of the parties.

- 38.04 This Agreement shall be binding and remain in effect **from May 1, 2007 to April 30, 2010.**
- 38.05 The rates of pay specified in Appendix "A" shall apply as and from the date therein specified.
- 38.06 Individuals who leave the employer during the retroactive period will receive salary increases retroactively. It is the responsibility of the individual to maintain a current address and telephone number with Personnel.

Signed at Ottawa this **22nd** day of **May 2007.**

Alliance Employees Union, Unit 12

Natural Resources Union

Appendix "A"

RATES OF PAY

- A) Rates effective May 5, 2003
B) Rates effective May 1, 2004

- C) Rates effective May 1, 2005
- D) Rates effective May 1, 2006

The pay scales listed in "A", "B", "C" and "D" all reflect the salary with the Pay Equity Adjustment added.

The increment period is twelve (12) months

Level 4

A)	34501	35536	36603	37701	38831
B)	35277	36336	37427	38549	39705
C)	36071	37153	38269	39417	40598
D)	36973	38082	39225	40402	41613

Level 5

A)	39098	40272	41479	42725	44006
B)	39978	41178	42412	43686	44996
C)	40887	42105	43367	44669	46009
D)	41899	43157	44451	45786	47159

Level 6

A)	43698	45008	46358	47750	49182
B)	44681	46021	47401	48824	50289
C)	45687	47056	48468	49923	51420
D)	46829	48233	49679	51171	52706

APPENDIX "B"

MEMORANDUM OF UNDERSTANDING
DOWNWARD RECLASSIFICATION

The parties agree that the 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 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.

- b) An employee, 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 her position until she reaches the maximum rate of the former scale of rates and the increment period shall be as specified in this collective agreement.

Signed at Ottawa this 22nd day of May 2007.

Alliance Employees Union, Unit 12

Natural Resources Union

APPENDIX "C"

MEMORANDUM OF AGREEMENT

It is agreed by the parties to this collective agreement that the rates of pay (Appendix "A") shall be re-opened at the request of either party once the Alliance Employees' Union, Unit 2, has concluded an agreement with the Public Service Alliance of Canada.

In the event that the rates of pay (Appendix "A") are re-opened and the parties have failed to reach an agreement on new rates of pay within thirty days of the request to re-open the rates of pay this agreement shall be deemed by the parties to have been terminated.

The parties to this agreement jointly and severally agree that they shall apply to the Ontario Labour Relations Board to effect the early termination of this agreement and further agree that upon its termination that they will jointly apply for conciliation in order to attempt to resolve any impasse with respect to the rates of pay.

The parties hereby agree that should such an impasse occur there will be only one issue to be taken to conciliation, that being the rates of pay.

For greater certainty, the parties agree that all other articles of the collective agreement shall remain and shall be included in the agreement upon the resolution of the rates of pay.

Signed at Ottawa this 22nd day of May 2007.

Alliance Employees Union, Unit 12

Natural Resources Union

APPENDIX "D"

MEMORANDUM OF UNDERSTANDING

Clause 8.03 a) and b) of the agreement

This memo is intended to clarify the intent of Clause 8:03 a) and b).

Should the employee find alternate employment within the Components and/or the Alliance structure during the forty-one (41) week period, the employee will be required to reimburse the difference between the forty-one (41) week payment, and the number of weeks remaining in the forty-one (41) week period.

If however, the employee finds alternate employment outside of the above structure, the employee will not be required to reimburse any amount, taking into account the loss of benefits/pension credits.

During the forty-one (41) week period the employee will not be required to report to work.

May 22, 2007

Michael Martin
Assistant to the President

APPENDIX "E"

MEMORANDUM OF AGREEMENT

BETWEEN

NATURAL RESOURCES UNION

**AND THE
ALLIANCE EMPLOYEES UNION, UNIT 12**

The parties agree to amend the collective agreement for Article 15 – Vacation Leave and provide the same benefit with respect to the Quantum as for Unit I, II and X provided that additional benefit to the Vacation Leave Article is negotiated for Units I, II and X.

The parties further agree that should the Welfare Plans and Benefits be improved during this round of negotiations for Units I, II and X, these improvements will be incorporated in the Collective Agreement for Unit 12.

Signed at Ottawa this 22nd day of May, 2007

Natural Resources Union

Alliance Employees Union, Unit 12