

**AGREEMENT BETWEEN
THE UNION OF NATIONAL EMPLOYEES, PSAC**

("Employer")

AND

**THE ALLIANCE EMPLOYEES' UNION
UNIT III**

("Union")

EXPIRY DATE: APRIL 30, 2024

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ARTICLE 1
PURPOSE OF AGREEMENT

- 1.01** The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees, and the Union, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02** The parties to this Agreement share a desire to improve the quality of the service to the members of the Union of National Employees and to promote the well-being and increased efficiency of its employees to the end that the Employer will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Union of National Employees in which members of the bargaining unit are employed.

ARTICLE 2

DEFINITIONS

2.01 For the purpose of this Agreement:

- a) "bargaining unit" means the employees of the Employer in the group described in Article 5 (Recognition).
- b) a "common-law spouse" relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be their spouse, and continues to live with that person as if that person were their spouse regardless of sex.
- c) "compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave or when compensatory leave is paid in cash shall be based on the employee's hourly rate of pay received by them on the day the overtime was worked.
- d) "continuous employment" means an unbroken period of employment with the Alliance or its Components; and, for greater certainty employment shall not be considered to be broken by authorized periods of leave, with or without pay, or by any period of less than three (3) months between two separate periods of employment with the Union of National Employees, the Alliance, and its Components;

(This definition in no way implies any entitlement to pay or other compensation from the Union of National Employees 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) "dependent child" means an employee's or spouse's natural, legally adopted, or stepchild who is unmarried, unemployed, dependent and under the age of 21 if not in full time attendance at an educational institution, otherwise under the age of 25. The definition of spouse and child will be applied to all relevant contract clauses, welfare plans and benefits, except pension plan where dependent child is defined by law.
- h) "employee" means a person who is a member of the bargaining unit including term and part-time employees.
- i) "Employer" means the Union of National Employees.
- j) "holiday" means a day designated as a paid holiday in this agreement.
- k) "hourly rate of pay" means an employee's weekly rate of pay divided by thirty-five (35).
- l) "job-share" means a situation where one position is divided equally between two employees.
- m) "leave" means authorized absence from duty by an employee during the employee's scheduled regular hours of work.
- n) "membership dues" means the dues established by the Alliance Employees' Union as the dues payable by its members as a consequence of their membership in the Union and shall not include any initiation fee, insurance premium or special levy.
- o) "part-time employee" means a person employed by the Union of National Employees who is required to work less than 35 hours per week and works at least 17.5 hours per week.
- p) "promotion" means an appointment to a position where the maximum rate of pay exceeds the maximum rate of pay applicable to the position held by the employee immediately prior to the appointment by an amount equal to at least the lowest annual increment applicable to the position to which the employee is appointed.

- q) "secondment" means the authorized temporary assignment with pay of an employee to a position with an organization other than the Employer for the purpose of performing duties for said organization. No employee shall be subject to secondment without their consent.
- r) "spouse" means a person to whom an employee is legally married, or a person with whom an employee has cohabited for a continuous period of at least one (1) year and who has been identified to the Employer as the employee's spouse regardless of sex.
- s) "term employee" means a person who is employed by the Employer for a specified period of time to perform duties either on a full-time or part-time basis but who ceases to be employed when the specified period of time is terminated unless the specified period of time is extended by another specified period of time or terminated prior to the specified period.
- t) "transfer" means an appointment to a position which does not constitute a promotion.
- u) "Union" means the Alliance Employees' Union.
- v) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176.

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 texts of this Agreement are official.
- 3.03** Where the masculine or feminine gender is used in this Collective Agreement, it shall be considered to include both genders unless any provision of this Collective Agreement specifies otherwise.

ARTICLE 4
MANAGEMENT RIGHTS

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

ARTICLE 5
RECOGNITION

- 5.01** The Employer recognizes the Alliance Employees' Union as the exclusive bargaining agent for all employees as certified by the Ontario Labour Relations Board dated April 16, 1980.

ARTICLE 6
APPOINTMENT OF REPRESENTATIVES

- 6.01** The Employer acknowledges the right of the Union to appoint employees as Representatives of the Union.
- 6.02** The Union agrees to limit the appointment of Representatives to a reasonable number.
- 6.03** The Union shall notify the Employer, in writing, of the names of the Representatives.
- 6.04** The representative shall obtain, whenever possible, the permission of their immediate supervisor before leaving their work to investigate with fellow employees, complaints of an urgent nature, to meet with management for the purpose of dealing with grievances, to attend consultation meetings and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to their immediate supervisor before resuming their normal duties.
- 6.05** a) The Employer agrees to recognize a committee of two (2) employees from the Bargaining Unit, selected by the Union as the Union's Bargaining Committee. Said employees shall be granted leave with pay to attend any meetings with the Employer in connection with negotiations, including time to travel to and from said meetings.
- b) In the event that either party wishes to convene a meeting for the purpose of negotiations, said meeting shall be held at a time and place mutually agreed upon by both parties.
- 6.06** A representative shall be granted time off with pay during the grievance process including arbitration in order to represent any member of this AEU bargaining unit. Such time off shall be reported on an appropriate leave form.

- 6.07** The Union shall have the right to appoint a representative representing all the bargaining units to any joint committee. The number of union representatives may be increased upon mutual agreement.
- 6.08** The Employer agrees to provide an AEU representative and a new employee up to one (1) hour paid leave to acquaint newly hired employees, at the time of orientation, with the fact that a collective bargaining relationship exists between the Union and the Employer.
- 6.09** Employer agrees to authorize up to 7 training days per year for the Delegated union representatives identified as per Article 6.03. Such leave will not disrupt the Employer's operations and shall be granted based on operational requirements where such training is delivered or endorsed by the Bargaining Agent. The delegated union representatives shall not incur any loss of pay while attending such training.

ARTICLE 7
UNION SECURITY

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

ARTICLE 8
RETENTION OF RIGHTS AND PRIVILEGES

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

ARTICLE 9
INFORMATION TO THE UNION

- 9.01** The Employer will forward to the Secretary of the Union the name of all new employees who will be included in the bargaining unit, at the time of commencement of employment with the Employer. The Employer further agrees to inform the Union of the name of any employee in the bargaining unit leaving the employ of the Employer.
- 9.02** The Employer shall provide the union with five (5) bilingual copies of this Collective Agreement within two weeks of the reproduction of this agreement.
- 9.03** Reasonable space on a bulletin board will be made available to the Union for the posting of official Union notices in convenient locations as determined by the Employer.

ARTICLE 10
INFORMATION TO EMPLOYEES

- 10.01** Upon request by an employee to their immediate supervisor, the Employer shall allow the employee to view their personnel file and provide them with a copy of any document on the file requested by the employee.
- 10.02** The Employer shall provide each employee in the bargaining unit with a signed copy of this Collective Agreement within two weeks of receipt of this Collective Agreement from the printer.
- 10.03** Within 30 working days after year end, the Employer shall provide each employee access to their statement of leave usage for the past year, and remaining leave credits.

ARTICLE 11
HUMAN RIGHTS

- 11.01** The Employer agrees that it shall continue its policy of no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, race, creed, colour, national or ethnic origin, language, political or religious affiliation, disability, sex, family or marital status, sexual orientation, gender identity, conviction for which a pardon has been granted, or by reason of their membership or activity in the Union.
- 11.02** The Employer accepts the duty to accommodate employees up to the point of undue hardship. As well, the Employer acknowledges and fully endorses all Human Rights legislation, where applicable, and agrees to be bound by the terms of this legislation.

ARTICLE 12
NO RESTRICTION ON OUTSIDE EMPLOYMENT

- 12.01** An employee shall not be restricted in engaging in other employment or activities outside the hours the employee is required to work for the Employer unless such outside activities or employment constitute a conflict of interest under the Component Policies.
- 12.02** It is the responsibility of each employee to advise the Employer of any outside employment and/or activity which may be considered a conflict as envisaged in Article 12.01. Upon receiving such notice, the Employer shall within twenty (20) working days advise the employee if, in its opinion, such activity involves a conflict of interest.

ARTICLE 13
HOURS OF WORK

- 13.01** a) The work week shall be thirty-five (35) hours from Monday to Friday inclusive and the workday shall be seven (7) consecutive hours, (exclusive of a minimum half hour lunch period) between the hours of 7:00 a.m. and 6:00 p.m.
- b) Subject to operational requirements an employee shall have the right to select and request flexible or staggered hours between 7:00 a.m. and 6:00 p.m. Such request (s) shall not be unreasonably denied.
- 13.02** i) Notwithstanding the provisions of this article, upon request of an employee, and with the approval of the employer, an employee may complete their weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days the employee works an average of thirty-five (35) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every fourteen (14), twenty-one (21) or twenty-eight (28) calendar day period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for them. Such approval shall not be unreasonably withheld.
- ii) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.
- iii) Any special working arrangement may be made at the request of either party and must be mutually agreed between the Employer and the employee.
- d) An employee required to work on their scheduled "Compressed Day Off" will have that day (CDO) displaced to another working day mutually agreed to by the employee and supervisor.

Every reasonable effort shall be made to give the employee as much notice as possible in the event the CDO must be displaced. For the treatment of CDO's that fall on a Statutory Holiday, refer to Article 18.06.

- e) Where flexible hours of work schedules are introduced for any employee, the Employer reserves the right to remove such a schedule from any employee within one (1) month's written notice.

Rest Periods

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

ARTICLE 14 **OVERTIME**

14.01 In this Article:

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

Assignment of Overtime Work

- 14.02**
- a) The Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available qualified employees.
 - b) Except in cases of emergency, call-back, or mutual agreement with the employee, the Employer shall, wherever possible, give at least twenty-four (24) hours' notice of any requirement for overtime work. For further clarity, "emergency" means a sudden or urgent or usually unexpected occurrence or occasion requiring immediate action.

Overtime Compensation

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

14.04 Subject to clause 14.08

- a) an employee who is required to work on a first day of rest is entitled to compensation at time and one-half (1 1/2) for the first seven (7) hours and double (2) time thereafter;

- b) an employee who is required to work on a second or subsequent day of rest is entitled to compensation at double (2) time. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

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

- i) compensation at the applicable overtime rate; or
- ii) compensation equivalent to four (4) hours pay at the hourly rate of pay, except that the minimum of four (4) hours pay shall apply only the first time that an employee reports for work during a period of seven (7) hours, starting with the employee's first reporting.

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

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

14.07 When an employee performs authorized overtime, time spent by the employee reporting to the normal place of work or returning from their normal place of work shall not constitute time worked.

14.08 An employee is entitled to overtime compensation under clauses 14.03, 14.04 and 14.05 for each completed period of fifteen (15) minutes of overtime worked by them when the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions;

- 14.09** Employees shall record starting and finishing times of overtime work in a form determined by the Employer.
- 14.10** Overtime shall be compensated in cash except where, upon request of an employee, overtime may be compensated in equivalent leave with pay at time (s) convenient to the employee and employer. Overtime approved as compensatory leave must be taken as time off unless leave is denied by the Employer due to operational requirements. Such approval shall not be unreasonably withheld.
- 14.11** For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.
- 14.12** a) An employee who is authorized to work 3 or more hours following their scheduled hours of work shall be reimbursed the per diem meal rate unless a meal is provided.
- b) An employee who is authorized to work on a day of rest or on a designated holiday shall be reimbursed the per diem meal rate unless a meal is provided.
- 14.13** The Employer shall reimburse, an employee for the reasonable cost of family care as per the Union of National Employees' Family Care Policy when an employee works outside of their regular hours of work. Payment will be made at such time as the employee provides a receipt to the Employer and for the full amount of the receipt.
- 14.14** Where in any year an employee has not been granted all of their compensatory leave, the unused portion will be compensated in cash, except where upon request and with the approval of the Employer, carry-over of five (5) days may be granted with the remainder liquidated in cash.
- 14.15** If an employee becomes ill or becomes entitled to special leave during any period of compensatory leave, the period of leave so displaced shall be added to their period of leave or reinstated for use at a later date, provided any sick leave claim is supported by a certificate signed by a qualified medical practitioner.

ARTICLE 15

VACATION LEAVE

15.01 For the purposes of this Article it is the Employer's practice to record, track and report leave in hours. For each calendar month in which an employee earns at least seventy (70) hours pay, they shall earn vacation leave credits at the rate of:

- a) eight point seven five (8.75) hours if they have completed less than four (4) years of continuous employment;
- b) eleven point six six seven (11.667) hours if they have completed four (4) years of continuous employment;
- c) fourteen point five eight three (14.583) hours if they have completed twelve (12) years of continuous employment;
- d) seventeen point five (17.5) hours if they have completed twenty (20) years of continuous employment.
- e) eighteen point nine five eight (18.958) hours if they have completed twenty-three (23) years of continuous employment.

*Annual leave credits must be taken in hours.

- f) For the purpose of clause 15.01, only, leave without pay in excess of three (3) months, shall be deducted from the calculation of "continuous employment" for the purpose of calculating vacation leave for the employee involved.

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

15.03 In the event of termination of employment for reasons other than death, the Employer shall recover from any monies owed the employee an amount not to exceed unearned vacation leave taken by the employee, calculated on the basis of the rate of pay received by the employee on the date of termination.

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

Granting of vacation leave

- 15.09** a) Applications for vacation leave of five (5) days or more shall normally be made at least one (1) week in advance of the commencement of such leave. The Employer may grant vacation leave on shorter notice than that herein provided. Such requests shall not be unreasonably denied.

- b) Applications for vacation leave of less than five (5) days shall normally be made at least 48 hours in advance of the commencement of such leave. The Employer may grant vacation leave on shorter notice than that herein provided. Such requests shall not be unreasonably denied.

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

15.11 Employees shall be allowed to carry over to next year up to a maximum of one year's vacation entitlement in any given year. All other leave shall be paid for in cash or time off as requested by employee or directed by Employer. Before further carryover can be approved, previous banked carryover is to be used.

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

- a) make every reasonable effort to schedule the employee's vacation leave at times specified by the employee;
- b) Approve leave in a timely fashion and no later than one month prior to the commencement of the leave if applicable.

15.13

- a) An employee who has accumulated more vacation leave than that provided in sub-clause 15.11 above may be instructed by the employer after October 1 to liquidate their excess leave credits prior to the end of the calendar year, or at times mutually agreed upon by the employee and the employer.
- b) If the employee fails to identify a period of vacation leave when requested to do so by the Employer, the Employer may schedule the employee's vacation leave for a period equivalent to the excess amount of vacation leave credits.

- c) If the Employer denies an employee's written request for vacation leave, the provisions of b) shall not apply for that calendar year.

ARTICLE 16
SICK LEAVE WITH PAY

16.01 An employee shall earn sick leave credits at the rate of eight point seven-five (8.75) hours for each calendar month for which they receive pay for at least ten (10) days.

GRANTING OF SICK LEAVE

16.02 An employee shall be granted sick leave with pay when they are unable to perform their duties because of illness or injury provided that:

- a) the employee satisfies the Employer of their condition in such a manner and at such times as may be determined by the Employer; and
- b) the employee has the necessary sick leave credits.

16.03 Unless otherwise informed in advance, a statement signed by the employee stating that because of illness or injury they were unable to perform their duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 16.02 (a), if the total number of days of sick leave with pay granted in a fiscal year does not exceed fifteen (15) days solely on the basis of statements signed by the employee. The Employer may extend the above time limits based on individual circumstances.

16.04 Unless otherwise instructed by the employee, the Employer shall pay the premiums of both the employee's and the Employer's share of all benefit premiums except the pension plan premiums for a period of up to one year, or a longer period as provided for under Article 16.07, for any employee who is on leave without pay (LWOP) because of illness. Such payment shall be repaid to the Employer by the employee after the employee has returned to work.

The payment shall be made according to a payment schedule satisfactory to the Employer and employee provided that the maximum period of time does not exceed the period of leave.

Should the employee fail to return to work, the employee recognizes that the employee is indebted to the Employer for the amount paid as advanced payments of benefit premiums for the period in question.

- 16.05** An employee shall not be granted sick leave with pay during any period in which they are on leave of absence without pay or under suspension.
- 16.06** If an employee has insufficient credits to cover the granting of sick leave with pay under provisions of this article, additional sick leave with pay may be granted to an employee for a period of up to twenty-five (25) days, at the discretion of the Employer, subject to recovery of the value of any such advanced sick leave from any benefits accrued or subsequently accruing to the employee.
- 16.07** When it has been established that the employee will be off work on Long Term Disability, the Employer may, at reasonable intervals, request that the employee notify the Employer of the expected date of return to work. The motivating factor is to plan how the workload is handled during the absence.
- 16.08** a) Upon the exhaustion of their paid sick leave credits, an employee is entitled to leave without pay for the duration of their illness up to two (2) years and, thereafter, to additional leave without pay on a case-by-case basis as may be required by the duty to accommodate. Notwithstanding 30.01, an employee who is granted further leave without pay on account of illness in accordance with 16.08 (a) shall have their job protected for such further period.
- b) For a further one (1) year the employee shall retain the right to apply on internal competitions for any vacant position as if they were still an employee.
- 16.09** When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

ARTICLE 17
SPECIAL LEAVE WITH OR WITHOUT PAY

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

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 stepfather, stepmother or foster parent), brother, sister, spouse, child, stepchild, or ward of the employee, father-in-law, mother-in-law, grandparents, grandchildren, and other relatives permanently residing in the employee's household or with whom the employee permanently resides.

- a) When a member of an employee's immediate family dies, the employee shall be entitled to bereavement leave with pay for a period of five (5) days for purposes relating to the bereavement and may, in addition, be granted up to three (3) days leave with pay for the purposes of travel related to the death.
- b) In special circumstances and at the request of the employee, bereavement leave with pay may be extended beyond the day following the day of the funeral or interment.
- c) An employee is entitled to three (3) days bereavement leave with pay for the purpose related to the death of their niece, nephew, son-in-law, or daughter-in-law.
- d) An employee is entitled to one (1) day bereavement leave with pay for the purpose related to the death of their brother-in-law, sister-in-law, uncle, or aunt. At the discretion of the employer, this leave may be extended up to three (3) days where it can clearly be shown that the employee is required to perform special or unusual activities to assist other aggrieved relations of their immediate family.

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

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 the employee's position;
 - iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or

- v) before an arbitrator or umpire or a person or a body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Family Leave

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.

Maternity Leave

17.04 a) An employee who becomes pregnant shall notify the Employer at least fifteen (15) weeks prior to the expected date of the termination of her pregnancy and, subject to sub-clause (b) of this clause, shall, twelve (12) weeks before the expected date of the termination of her pregnancy be granted leave without pay under this clause for a period not ending later than seventeen (17) weeks after the date of the termination of her pregnancy, subject to sub-clause 17.04 (d).

b) The Employer may:

- i) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier seventeen (17) weeks after the date of the termination of her pregnancy;
- ii) grant maternity leave without pay to an employee to commence earlier than twelve (12) weeks before the expected termination of her pregnancy;
- iii) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.

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

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

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

Maternity Leave and Parental Leave

Supplementary Employment Benefit

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

- a) an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two-week waiting period less any other monies earned during this period; and/or
- b) up to a maximum of fifteen (15) weeks payment equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.

Parental Leave

- 17.06**
- a) An employee shall receive twenty-one (21) hours of leave with pay for needs related to the birth or adoption of the employee's child. A pregnant employee shall be entitled to these twenty-one (21) hours of leave immediately prior to the commencement of maternity leave.
 - b) An employee requiring leave for reasons pertaining to the birth or adoption of a child joining their immediate family shall be granted up to thirty-five (35) weeks leave without pay.
 - c) A notice that leave will be requested under this clause shall be made at least three (3) months prior to the expected date of commencement of that leave. The employee shall make every effort to keep the Employer informed of leave requirements. Notice of leave requirement may be waived by the Employer.

- d) The Employer may:
 - i) defer the commencement of parental leave without pay at the request of the employee;
 - ii) require an employee to submit a birth certificate for the child or evidence of adoption.
- e) Parental leave without pay utilized by an employee-couple in conjunction with the birth or adoption of a child shall not exceed a total of thirty-five (35) weeks for both employees combined.
- f) Leave granted under this clause shall be counted in the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for seniority and pay increment purposes. During such leave the Employer will continue to pay its applicable share of pension and benefit plans.
- g)
 - i) An employee who provides the Employer with proof that they have applied for and is in receipt of employment insurance benefits pursuant to applicable provisions of the Employment Insurance Act, shall be paid a parental leave allowance in accordance with the Supplementary Employment Benefit Plan. While in receipt of this allowance the employee shall continue to accumulate annual leave and sick leave credits.
 - ii) Employees shall have no vested right to payments under the plan, except to payments during a period of unemployment specified in the plan.
 - iii) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- h) An applicant under sub-clause (g) shall sign an agreement with the Employer providing:

- i) that the applicant will return to work and remain in the Employer's employ for a period equivalent to the parental leave taken;
- ii) that the applicant will return to work on the date of the expiry of the parental leave unless this date is modified with the Employer's consent.
- iii) Should the employee fail to return to work as per the provisions of sub-clause (g) for reasons other than death, the employee recognizes that they are indebted to the Employer for the amount received as parental leave allowance.

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

- a) up to a maximum of thirty-five (35) weeks' payments for those eligible under the applicable provisions of the Employment Insurance Act (parental leave), equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
- b) up to a maximum of five (5) weeks' payment for those eligible under the applicable provisions of the Employment Insurance Act (child with special needs), equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.

- c) Where the employee has not previously received maternity or parental benefits for the birth or adoption of a child and is required to serve a two-week waiting period for EI benefits, they shall receive an allowance of ninety-three percent (93%) of their weekly rate of pay for this "waiting period".
- 17.08**
- a) For a full-time employee the weekly rate of pay referred to in clauses 17.05 and 17.07 above shall be the weekly rate of pay to which they are entitled to on the day immediately preceding the commencement of maternity leave or parental leave.
 - b) For a part-time employee, the weekly rate of pay referred to in clauses 17.05 and 17.07 above shall be the pro-rated weekly rate of pay to which they are entitled, averaged over the six (6) month period of continuous employment immediately preceding the commencement of maternity leave or parental leave.
 - c) Where an employee becomes eligible for an annual increment during the period of maternity leave or parental leave, payments under clause 17.05 and 17.07 above shall be adjusted accordingly.

Leave With Pay for Family Related Responsibilities and Personal Appointments

- 17.09**
- a) For the purpose of this clause, family is defined as spouse (including common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including stepparents or foster parents) not necessarily residing with the employee but requiring assistance or any relative residing in the employee's household or with whom the employee permanently resides.
 - b) Leave with pay for family-related responsibilities shall be granted as follows:
 - i) leave with pay to provide for the immediate and temporary care of a sick member of the employee's family;

- ii) leave with pay to take a member of the employee's family for medical or dental appointments, or for appointments with appropriate school authorities or adoption agencies, or long-term care agencies.
- iii) leave with pay for an employee's personal, medical, and dental appointments.
- c) The total of the leave with pay granted under this section, i.e., Leave with Pay for Family Related Responsibilities and Personal Appointments during a fiscal year shall not exceed forty-two (42) hours per annum.

Leave Without Pay for the Long-Term Care of Immediate Family

17.09.01 Both parties recognize the importance of access to leave for the purpose of long-term care of immediate family.

- a) For the purpose of this article, family is defined as spouse (or common-law spouse resident with the employee), children (including foster children or children of legal or common-law spouse) parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- b) Subject to clause .01, an employee shall be granted leave without pay for the long-term care of family in accordance with the following conditions:
 - i) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
 - ii) leave granted under this article shall be for a minimum period of three (3) weeks;

- iii) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment with the Union of National Employees;
- iv) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.
- c) An employee who has proceeded on leave without pay may change their return-to-work date if such change does not result in additional costs to the Employer.
- d) All leave granted under Leave Without pay for the Care and Nurturing of Pre-School children shall not count towards the calculation of maximum amount of time allowed for Long Term Care of Immediate Family during an employee's total period of employment with the Union of National Employees.

Leave Without Pay for the Care and Nurturing of Children

- 17.10 a)** At the request of an employee, leave without pay in one (1) or more periods of no less than one hundred and forty (140) hours to a total maximum of five (5) years during an employee's total period of employment with the Employer shall be provided for the care and nurturing of children. Employees must give no less than one (1) month notice prior to embarking on leave under this clause if the leave is less than three (3) months and no less than three (3) months' notice if the leave is greater than three (3) months. Any period of notice may be waived by the Employer at the request of the employee. Such waiver shall not be unreasonably withheld.
- b) Leave without pay which is for a period of more than three (3) months, granted under this clause, shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

Committal Leave with Pay

17.11 After completion of one (1) year's continuous employment with the employer, an employee who gives the Employer at least five (5) days' notice, shall be granted thirty-five (35) hours committal leave with pay for the purpose of a committal ceremony.

Injury-on-duty Leave with Pay

17.12 An employee shall be granted injury-on-duty leave with pay for such reasonable period to be determined as the period while in receipt of Workplace Safety Insurance Board benefits because of:

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

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

Leave Without Pay for Personal Needs

- 17.13**
- a) Subject to operational requirements, the Employer may grant leave without pay for a period of up to one (1) year to an employee for personal needs, including parental and other family-related reasons. Such leave shall not be unreasonably withheld.
 - b) Leave without pay in excess of three (3) months, granted under paragraph (a) shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved.

- c) Leave without pay granted under this section may not be extended and may not be used in combination with maternity, parental or adoption leave.
- d) An employee who is granted leave under this clause must pay only the employee's share of the benefit plans outlined under Article 27 of this Agreement, in effect at the time of signing.

Religious Leave

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

Holiday Season Leave - Effective December 26, 2001

- 17.15** a) Employees not designated as essential by the Employer shall be granted leave with pay for regular working days falling in the period between December 26th and January 1st.
- b) Employees designated as essential by the Employer and who are required to work the regular working days between December 26th and January 1st, shall be subject to the overtime provisions of Article 14.

- c) Employees designated as essential by the Employer and who work the regular working days between December 26th and January 1st, shall be credited with one (1) day vacation leave for each day worked during this period.
- d) Except for unforeseen circumstances, employees will be advised by December 1st if they are designated essential and will be required to work during this period.
- e) For greater certainty, only designated employees may work during this period.

With the adoption of the above, the informal practice of taking 2 day off without leave being taken on December 24th shall be discontinued. For greater clarity, leave shall be granted on December 24th subject to the usual conditions, including the submission of leave forms.

Leave with or Without Pay for PSAC/Component Assignment(s)

17.16 Upon written request by an employee and subject to operational requirements, the Employer may grant leave with or without pay to an employee to accept an acting assignment, secondment, or term position with the PSAC or another Component. Upon termination of said appointment(s), the employee shall be returned to their former position within the Union of National Employees.

Leave Without Pay for Relocation of Spouse

17.17 At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse (including common-law spouse) is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.

Other Leave with or Without Pay

17.18 At its discretion, the Employer may grant:

- a) Leave with pay when circumstances not directly attributable to the employee, prevent the employee from reporting for duty.

Such leave will not be unreasonably withheld.

- b) Leave with or without pay for purposes other than those specified in this Agreement. Such leave will not be unreasonably withheld.

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

ARTICLE 18
DESIGNATED PAID HOLIDAYS

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

- a) New Year's Day;
- b) 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) One additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed; or, in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first Monday in August;
- g) Labour Day;
- h) National Day of Truth and Reconciliation on September 30 of each year
- i) The day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving;
- j) Remembrance Day;
- k) Christmas Day;
- l) Boxing Day;
- m) i) Four (4) floating days that must be taken in the calendar year in which they are granted and cannot be banked for use in later years.

- ii) One of these four (4) days shall be in lieu of Heritage Day, to be celebrated as a floating holiday. 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.
- iii) Employees hired after July 1st, in any calendar year, will be entitled to one (1) floating day in that calendar year.
- n) Any day proclaimed by the Governor-in-Council as a holiday shall be included as a designated paid holiday for purposes of this Agreement.

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

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

18.04 Subject to the provisions of clause 14.03, 14.04 and 14.05 when an employee is required by the Employer to work on a designated paid holiday, they shall be paid time and one-half (1 1/2) for the first seven (7) hours and double (2) time thereafter in addition to the regular pay for that day.

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

18.06 Should a CDO (or compressed half-day) fall on a statutory holiday, all compressed hours will be moved to another working day mutually agreed to by the employee and the supervisor.

ARTICLE 19 **SEVERANCE PAY**

Retirement

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

Resignation

19.02 An employee who resigns after ten (10) years or more of continuous employment, and who does not qualify for severance pay under clause 19.01 shall be paid one (1) week's pay at their current rate of pay for each completed year of continuous employment in respect of which they have not previously been paid severance pay.

Death

19.03 If an employee dies after one (1) or more years of continuous employment, there shall be paid to their estate an amount determined in accordance with 19.01 despite the fact that the conditions specified in clause 19.01 may not have been fulfilled, and regardless of any other benefits payable.

Release for incapacity

19.04 An employee who is released for incapacity shall be paid one (1) week's pay at their current rate of salary for each completed year of continuous employment.

ARTICLE 20
PAY AND CLASSIFICATION

- 20.01** An employee shall be paid every two (2) weeks by electronic deposit of funds to the financial institution of their choice and be given a written statement for each deposit indicating the employee's gross and net entitlement and details of all deductions. In exceptional circumstances alternative arrangements will be made for payment.
- 20.02** Except as otherwise specified in the letter of offer, on appointment, an employee's salary rate will be the minimum of the salary range applicable to the classification level in which they are appointed. 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, they shall be entitled to that rate of pay in the salary range of the classification level to which they are promoted which provides an increase in an amount not less than the lowest annual increment provided for in the new salary range.
- 20.04** If an employee is promoted or transferred on a date which coincides with the date on which they would otherwise have received a salary increment in respect of their previous position, such salary increment, shall be deemed to have been duly authorized before determining the rate of pay applicable to them on promotion or transfer as the case may be.
- 20.05** The pay increment date for an employee appointed to a position shall be their anniversary date of the increment period for the position to which the employee was appointed.
- 20.06** The increment period shall be as specified in Appendix "A" (Rates of Pay).
- 20.07** The classification system applicable to the Union of National Employees shall be the PSAC Deloitte Touche Classification System.

20.08 Reimbursement of all retroactive pay, benefits, allowances, and adjustments shall be made by the employer within forty-five (45) working days of the date of signing of this collective agreement.

20.09 When an employee is required by the Employer to substantially perform for a temporary period of at least one (1) working day, the duties of a higher position than the one held by them, such employee shall be paid acting pay from the first day of such temporary period, calculated as if they had been appointed to the higher position.

CONVERSION RULES

20.10 Pay administration for incumbents of positions which have been reclassified to a level having a higher maximum Rate of Pay.

- a) Where a position is reclassified to a level having a higher maximum rate of pay, the employee shall be paid, from the effective date of such reclassification, at the rate of pay that is nearest to but not less than the rate of pay received by them for their substantive position on the day immediately prior to the effective date of the reclassification of the position.

INCREMENTS

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

20.11 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 their position prior to the effective date of the reclassification of such position and shall be entitled to economic increases as negotiated by the Union for other employees at the same salary level.

INCREMENTS

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

20.12 Probation following the reclassification of a position.

- a) When an employee has completed the initial probationary period for the position held by them, the employee shall not be placed on probation following the reclassification of their position; or
- b) When an employee has not completed the initial probationary period for the position held by them, the employer shall continue the initial probationary period as specified in this Collective Agreement from the date of appointment to such position.

20.13 The Employer shall take the necessary steps to meet its responsibilities under the Ontario Pay Equity Act.

ARTICLE 21
COMPENSATION FOR TRAVEL

- 21.01** When an employee is required by the Employer to travel outside of their headquarters area, and such travel is approved by the Employer, the method of travel shall be determined by the Employer and the employee shall be compensated for travel time pursuant to Article 14 as if such time were time worked.
- 21.02** Where an employee is regularly required to use their automobile for travel purposes, the Employer will pay the additional cost of automobile business insurance.

ARTICLE 22 **ALLOWANCES**

- 22.01** Employees required to work over a meal period shall be entitled to meal allowance(s) as per the Union of National Employees' Policies.
- 22.02** The employer shall provide reimbursement of family care expenses when an employee is required by the employer to attend a course and incurs additional family care expenses as a result. For the purpose of this Article family is defined as that set out in 17.09 a.
- 22.03** Unless otherwise expressly stipulated elsewhere in this collective agreement, meal allowances and/or per diems shall be the same as the amount provided in the Union of National Employees' Policies.

ARTICLE 23
STATEMENT OF DUTIES

23.01 Upon written request, the Employer shall provide each employee in the bargaining unit with a statement of their duties, including the position's classification level, point rating allocated by factor and an organization chart within twenty-five (25) working days of the request.

ARTICLE 24
NO STRIKE - NO LOCK-OUT

- 24.01** 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.
- 24.02** Employees covered by this Collective Agreement shall have the right to refuse to cross a picket line and to refuse to do the duties of striking workers.
- 24.03** Unless authorization has been granted by the Employer, the exercise of the right to refuse to cross a picket line which exists on or about the employee's workplace shall result in forfeiture of pay by the employee.
- 24.04** No employee shall be disciplined by the Employer for exercising the rights outlined in this Article.

ARTICLE 25

GRIEVANCE PROCEDURE

25.01 A grievance is any written complaint made by the Union, an employee or group of employees concerning pay, working conditions, terms of employment, disciplinary actions, termination of employment for incompetence or incapacity, the application or interpretation of this Agreement, classification of new or existing position(s) and staffing procedures within the component.

25.02 Before submitting a grievance, an employee is encouraged to discuss the matter with their supervisor. An employee may if they so desire, be assisted or represented by the Union during such discussion.

The parties further recognize the value of informal discussions between employees and their employer and between the Alliance Employees' Union and the Employer. If the parties avail themselves of an informal conflict management system (ICMS), the time prescribed in the grievance procedure at any step of the grievance process is suspended until either party gives to the other notice in writing to the contrary.

25.03 An employee may be represented by the Union at each step of the grievance procedure.

25.04.01 An employee or the Union may submit a grievance. Such grievance shall be processed by recourse to the following steps:

Step 1: A designated management staff person

Step 2: The National President or their designate. For greater clarity, the designate shall be a National or Regional Vice-President of the Union of National Employees.

25.04.02 When the grievance is against the National President, the National Executive Vice-President or National Vice President Human Rights shall constitute the final step.

25.05 If the grievance is not dealt with to the employee's satisfaction, they may submit the grievance to an arbitrator mutually acceptable to the union and the employer.

25.06 The decision of the arbitrator shall be final and binding on both the Employer and the Union. The arbitrator shall have the authority to modify or amend any penalty.

25.07 The Employer shall grant time off with pay to the grievor, their representative and any employee called as a witness to attend meetings or proceedings between the Employer and the Union at any step in the grievance procedure.

- 25.08**
- a) A grievance must be presented to the first step within twenty-five (25) working days of the employee becoming aware of the circumstances giving rise to the grievance.
 - b) A written reply will normally be given by the Employer to the grievor and their representative within fifteen (15) working days of its receipt at each step.
 - c) If the Employer's reply is not satisfactory to the employee or failing reply at any step, the employee or the Union has, from the expiry of the time limit in 25.08 b),
 - i) ten (10) working days in which to submit the grievance to the second step; and
 - ii) sixty (60) working days in which to submit the 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 Union representative

25.09 When an employee is awarded a disciplinary action resulting in suspension and/or discharge or when an employee is released for incompetence or incapacity, 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.

- 25.10** If a grievance is referred to an arbitrator pursuant to Article 25.04 (Step 2), the Employer and the Union will share arbitration costs equally.
- 25.11** A grievance related to the interpretation or application of the collective agreement must be authorized by the Union prior to its presentation to the Employer.
- 25.12** The Union and the employees agree that no grievance may be submitted to an arbitrator unless the Union agrees to do so.
- 25.13** 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 of the grievance procedure may be eliminated by agreement of the Employer and the employee, and where applicable, the Union.

ARTICLE 26
JOINT CONSULTATION

- 26.01** a) The parties acknowledge the mutual benefits to be gained from joint consultation and recognize the existing Joint Union/Management Consultation Committee which has been established for this purpose.
- b) In order to further the work of the Joint Union/Management Consultation Committee the parties shall jointly develop and agree on the Terms of Reference for the Committee. The Terms of Reference shall include, but not be limited to, such items as the scope of the Committee, the responsibility of the joint chairpersons; minutes, maintenance of records and the frequency of the meetings.
- 26.02** a) Joint Consultation Committee meetings shall be scheduled at least twice (2) per year. At the request of either party, additional meetings may be scheduled.
- b) Minutes will be taken at all meetings. The approved minutes will be published in both official languages within one (1) month of the date of the meeting and the minutes shall be posted in the workplace in a location agreed to by the parties.

ARTICLE 27
WELFARE PLANS AND BENEFITS

- 27.01** The Employer will pay one hundred percent (100%) of the Income Protection Plan premium and one hundred percent (100%) of the Dental Plan premium.
- 27.02** The Employer will pay one hundred percent (100%) Extended Health Care Plan premium.
- 27.03** The Employer will pay one hundred percent (100%) of a life insurance plan premium equal to two (2) times the employee's annual salary to the higher thousand.
- 27.04** For all employees, the terms, and conditions of the PSAC Pension Plan including indexation shall apply. Employees' rate of contributions is subject to the PSAC Pension Plan requirements.
- 27.05** a) With respect to any plans listed in 27.01, 27.02, 27.03 and 27.04, it is understood that the Employer contributions and the employee's contributions will commence on the date in which the employee becomes eligible for such a welfare plan or benefit, as specified in each plan or benefit.
- b) Unless otherwise specified, the Employer contributions are payable only where the employee has received pay for at least ten (10) working days in the month in question.
- 27.06** Where a cost is incurred and supported by a receipt, employees will be entitled to a maximum monthly allowance of:
- a) 100% of the cost of Public Transit to commute to work if Public Transit is used.
- b) 50% of the equivalent cost of the monthly parking pass at 150 Isabella Street in order to commute to work if using other means.

- c) For those members who choose to use PSAC or Impark parking facilities, the Employer will pay PSAC Holdings or Impark directly and deduct the employee's monthly share through payroll deduction.

27.07 At the request of a disabled employee, the Employer shall provide indoor parking at no charge to the employee provided the request is accompanied with a statement from a qualified medical practitioner confirming the employee is unable to travel by bus because of their disability.

WELLNESS ALLOWANCE

27.08 Effective January 2023, the Employer shall pay \$400 quarterly, as a wellness allowance to each employee on the active payroll. For clarity employees who are on the active payroll on:

- January 7 will receive the quarterly payment for Quarter 1
- April 7 will receive the quarterly payment for Quarter 2
- July 7 will receive the quarterly payment for Quarter 3
- October 7 will receive the quarterly payment for Quarter 4

This allowance shall not be pro-rated or retroactive.

27.09 Retiring employees may elect to participate in the Employer's Extended Health Care Benefit Reimbursement Program.

- a) Retiring employees must inform the Employer, in writing, that they wish to participate in the program thirty (30) days prior to their last day of employment.
- b) Participating employees shall be entitled to a maximum reimbursement of \$3,500, per calendar year, for privately purchased Extended Health Care Benefits premiums.
- c) It is the participating employee's responsibility to purchase (a) private insurance plan(s). The Employer's sole responsibility is reimbursement of premiums, upon submission of receipts by the employee, pursuant to the provisions of paragraph b).

- d) Participating employees will be eligible for the Employer's Extended Health Care Benefit Reimbursement Program for a maximum of ten (10) years from the day of official retirement. Under no circumstances will the benefit be paid beyond age 75.
- e) The maximum annual monetary reimbursement (paragraph b) is limited to the Collective Agreement in force at the time of the participating employee's retirement.
- f) Participating employees must submit receipts within sixty (60) days of the calendar year in which the expenses were incurred.
- g) Employees who retired prior to April 30, 2007 are not eligible for this program.

ARTICLE 28
EDUCATION AND TRAINING

- 28.01** For purposes of this article, direct expenses of instruction, include but are not limited to, tuition fees, books, supplies and other fees that are required as a direct result of undertaking education and/or training courses.
- 28.02** An employee who undertakes a training course outside the employee's normal hours of work may be reimbursed in whole for the direct expenses of instruction, that is, the expenses which must be paid to complete the training, and which are not primarily of a personal character. Such reimbursement shall not be unreasonably withheld.
- 28.03** To be eligible to receive reimbursement, the employee must fulfill two conditions:
- a) obtain the Employer's approval for the proposed training before it commences;
 - b) satisfactorily complete the training, including the passing of any final examination related to the course, or if there is no final examination, establish an excellent record of attendance.
 - c) Reimbursement by the Employer shall be made within ten (10) working days of satisfactory proof being given to the Employer, in accordance with 28.03 b).
- 28.04**
- a) Full reimbursement of the direct expenses of instruction will be made for all work-related training. For all other training, the reimbursement shall be 50%.
 - b) Upon request by an employee, the employer agrees to provide said employee with an advance equal to the direct expenses of instruction. Should the employee fail to satisfactorily complete the training or ceases to be employed by the Component, prior to the completion of the course they shall reimburse the employer the advance.

EXAMINATION LEAVE WITH PAY

28.05 For the purposes of Article 28 and at the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work, where the course of study is directly related to the employee's duties or will improve their qualifications. Such leave shall not be unreasonably withheld.

EDUCATION LEAVE WITHOUT PAY

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

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

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

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

If the employee:

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

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

CAREER DEVELOPMENT LEAVE WITH PAY

28.10 a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering the employee's career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

- i) a course given by the Employer;
- ii) a course offered by a recognized academic institution;
- iii) a seminar, convention or study session in a specialized field directly related to the employee's work;
- iv) language training; and
- v) courses offered by the PSAC.

- b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 28.10 (a) above. The employee shall receive no compensation under Article 14 (Overtime) and Article 21 (Compensation for travel) during time spent on career development leave provided for in this clause. Such request shall not be unreasonably withheld.
- c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

PRE-RETIREMENT TRAINING

28.11 At the request of an employee leave with pay once in an employee's career shall be granted to attend a retirement seminar sponsored by the PSAC. Should there be no PSAC sponsored retirement seminar available in the employee's headquarters, the employee shall be permitted time off to attend a privately sponsored pre-retirement seminar with costs of registration up to \$750 plus applicable taxes being reimbursed once in the employee's career.

ARTICLE 29
BILINGUALISM ALLOWANCE

29.01 The Employer agrees that a Bilingual Bonus of \$1,500 per year shall be payable to all employees who are required by the Employer to use both official languages for the performance of their duties. Notwithstanding the foregoing, should an employee who has chosen no later than September 17, 2013, not to perform their duties, either expressly or through their actions/inactions, in both official languages and continues to do so until October 31, 2013, they will cease to receive the Bilingual Bonus effective November 1, 2013.

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

- PSAC Pension Plan;
- Canada or Quebec Pension Plan;
- Disability Insurance Plan;
- Workplace Safety Insurance Board (WSIB);
- Group Life Insurance; and
- Employment Insurance

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

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

ARTICLE 30
SECURITY OF EMPLOYMENT

- 30.01** An employee who is granted leave for a period of twelve (12) months less a day, shall return to their position. An employee who is granted leave, for a period of twelve (12) months or more, shall return to a position at the same level of salary and benefits.
- 30.02** The Employer agrees that employees covered by this Agreement shall not be subject to lay-off during the term of this Agreement.
- 30.03** Work normally performed by employees within the bargaining unit shall normally not be assigned to any person outside of the bargaining unit, except with the mutual agreement of the Employer and the bargaining agent.
- 30.04** Employees of the Union of National Employees that are employed as of March 15th, 2005 shall not be required to relocate outside of the National Capital Region without their expressed written consent.

ARTICLE 31
PROBATION FOR NEW EMPLOYEES

- 31.01** a) For employees classified in Paybands 7 and below, pursuant to Appendix A-1 of this Agreement, the probationary period shall be six (6) months from the date of commencement of employment.
- b) For employees classified in Paybands 8 and above, pursuant to Appendix A-1 of this Agreement, the probationary period shall be twelve (12) months from the date of commencement of employment.
- 31.02** Notwithstanding the provisions of any article in this agreement the Employer may, at its discretion, waive or reduce the period of probation.
- 31.03** The probationary period (s) described above may be extended by mutual agreement of the employee, the employer, and the union.
- 31.04** A grievance that may arise from the release of a new employee during their probationary period shall not be the subject of arbitration.
- 31.05** In the event that an employee is released prior to or at the end of the probationary period, the Employer shall notify the employee in writing and shall provide reasons for such an action.

STAFFING

- 32.01** For purposes of this article, seniority is defined as length of service, whether continuous or discontinuous, in the bargaining unit.
- 32.02** All vacant or new positions within the bargaining unit shall be staffed as described pursuant to this article.
- 32.03** All job postings will contain the linguistic profile of the job, including whether the position is unilingual, bilingual imperative or bilingual non-imperative.
- 32.04** The employer shall determine the method of assessment and qualifications required for all positions within the organization.
- 32.05** All positions within the bargaining unit shall first be staffed from qualified applicants within the bargaining unit. Should there be no qualified applicants from within the bargaining unit, the order of priority for staffing will be as follows:
- a) Members of the Alliance Employees Union;
 - b) Members of the Union of National Employees;
 - c) General Public.
- 32.06** Should more than one employee in the bargaining unit equally meet the requirements of paragraph 32.04 above, then the selection process shall be made on the basis of seniority.
- 32.07** Should a developmental position be created within UNE; it will follow the process outlined in 32.05.

Term employment conversion

- 32. 08** All term employees shall be converted to indeterminate status at the end of three (3) years of continuous employment within the bargaining unit.

ARTICLE 33
STANDBY

33.01 The employer agrees that no employee shall be required to serve on standby status.

ARTICLE 34
CALL BACK PAY

34.01 When an employee is recalled to a place of work for a specific duty, and such recall has not been scheduled in advance, they shall be paid the greater of:

- a) compensation equivalent to four (4) hours pay at their straight-time rate,
- b) compensation at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's normal hours of work.

34.02 When an employee, is recalled to work overtime on a day of rest or on a designated paid holiday in accordance with clause 34.01, is required to use transportation other than that provided by normal public transportation services, they shall be paid:

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

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

ARTICLE 35
DISCIPLINE

JUST CAUSE AND BURDEN OF PROOF

- 35.01** a) No disciplinary measure in the form of a notice of discipline, suspension, or discharge or in any other form shall be imposed on any employee without just, reasonable, and sufficient cause. The notice of disciplinary action shall contain the grounds on which the disciplinary measure is imposed.
- b) In any arbitration relating to disciplinary measure, the burden of proof shall rest with the Employer and such proof shall be confined to the grounds mentioned in the notice referred to in paragraph (a) above.

PERSONNEL FILE

- 35.02** a) The Employer agrees that there shall be only one personnel file for each employee and that no report relating to the employee's conduct or performance may be used against them in the grievance procedure nor at arbitration unless such report is part of the same file.
- b) No report may be placed in the file or constitute part thereof unless a copy of the said report is sent to the employee within twenty-five (25) working days after the date of the employee's alleged infraction, or of its coming to the attention of the Employer, or of the Employer's alleged source of dissatisfaction with the employee.
- c) Any unfavourable report concerning an employee and any report concerning an infraction shall be withdrawn from the file after a period of two (2) years from the date of the alleged infraction provided there is no further infraction of a similar nature.

DISCIPLINARY INTERVIEW

- 35.03 a)** The Employer agrees to notify an employee in writing at least twenty-four (24) hours in advance of any interview of a disciplinary nature and to indicate:
- i) the employee's right to be accompanied by a union representative;
 - ii) the purpose of the meeting, including whether it involves the employee's personnel file; and
 - iii) that if the employee's personnel file is to be considered during the interview, the employee and/or their union representative, the latter with the employee's permission, shall, before the meeting, have access to this file in accordance with Article 10.
- b) During the interview, the Employer will be limited to the subject matter that is outlined in the purpose of the meeting in clause 35.03 (a)(ii).
- c) The employee has the right to refuse to participate or to continue to participate in any interview of a disciplinary nature unless the employee has received the above-noted notice.
- d) If the employee fails to appear at the interview and does not explain their inability to do so, the Employer shall proceed unilaterally.
- 35.04** The Employer shall have the right to discuss work or working conditions with the employees. These discussions shall not be considered as discipline.

ARTICLE 36
SEXUAL AND PERSONAL HARASSMENT

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

- 36.02**
- a) Sexual harassment shall be defined as, but not limited to, any incident or series of incidents related to sexuality, that may be verbal, physical, deliberate, unsolicited or unwelcomed.
 - b) Personal harassment shall be defined as any behavior by any person that is directed at an employee and is offensive to that employee and undermines their job performance.
 - c) The Employer shall have the right to discuss work performance or working conditions with the employees.

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

- 36.04**
- a) Complaints and grievances under this Article shall be handled with all possible confidentiality.
 - b) A complainant or grievor shall have the right to discontinue contact with the person(s), who is/are the subject of the complaint or grievance, without loss of pay or benefits, until such time as the complaint or grievance is resolved. In settling the complaint or grievance, the complainant or grievor will be protected from forced relocation and/or discipline.
 - c) Complainants or grievors shall have the right to refuse work where they feel they are in danger until such time as the matter has been dealt with in accordance with procedures established by a Joint Health and Safety Committee. Employees refusing to work under these circumstances shall notify their immediate supervisor or other representative of the Employer as soon as possible after refusing to work.

36.05 The employer may appoint an independent third-party to conduct an investigation, in which case the appointment of an investigator shall be made in a timely manner. The terms of reference for the investigator will include the direction that the investigator shall conduct the investigation and prepare a report in a timely manner. The investigator shall submit a report to the employer, the complainants, and the respondents.

ARTICLE 37
TECHNOLOGICAL CHANGE

37.01 "Technological Change" means the introduction of equipment different in nature, type, or quantity from that previously utilized, a change, related to the introduction of this equipment, in the manner in which the Employer carries on operations and any change in work methods and operations affecting one or more employees.

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

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

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

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

- a) the nature of the change;
- b) the date on which the Employer proposes to effect the change;
- c) the approximate number, type, and location of employees likely to be affected by the change;
- d) the effects the change may be expected to have on the employees' working conditions and terms of employment;

- e) all other pertinent data relating to the anticipated effects on employees.

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

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

- a) guaranteed employment: except as otherwise provided in this Agreement, the Employer guarantees continuous employment to all employees covered by this Agreement until the signing of the next Collective Agreement between the parties;
- b) guaranteed classification: for the period of continuous employment guaranteed in the previous sub-clause, an employee shall retain their classification and the corresponding wage scale, regardless of any reassignment to other duties or any reclassification of the duties performed by the employee at a lower level;
- c) retraining: any employee either voluntarily or compulsorily reassigned or reclassified as a result of these changes shall be provided with whatever amount of retraining, they require during the employee's hours of work with full pay from the Employer and at no additional cost to the employee. Any employee unable to follow a retraining course shall maintain their classification, or its equivalent, in the bargaining unit.
- d) surveillance and privacy: employees will be informed in writing of any changes in work measurement and evaluation methods due to technological change. At no time may electronic systems or devices be used as a means to evaluate the performance or output of individual employees.

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

ARTICLE 38

HEALTH AND SAFETY

PREAMBLE

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

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.

JOINT HEALTH AND SAFETY CONSULTATION

38.02 Union and management shall elect/select one representative per party to review and give consideration to and to make recommendations on such matters as the safeguarding of health and prevention of hazards to life and property. Particular attention will be paid to questions involving alleged hazardous or unsanitary working conditions. Regular meetings will be held, and minutes of all meetings will be issued. The Health & Safety representatives shall jointly conduct investigations of all accidents.

FIRST-AID TRAINING

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

FIRE MARSHALS

38.04 The Employer shall make all reasonable efforts in order to attempt to ensure that there are a minimum of 2 designated fire marshals amongst Component staff at all times, who are bilingual. The Employer shall make all reasonable efforts to ensure that these fire marshals are provided with appropriate training after they have been designated as fire marshals.

SPECIAL EXAMINATIONS

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

MEDICAL EXAMINATIONS

38.06 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 the employee in question.

OPERATING PROCEDURES

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

INJURED EMPLOYEES

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

HEALTH AND SAFETY INFORMATION

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

DANGEROUS SITUATIONS

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

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

GRIEVANCE PROCEDURE

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

ARTICLE 39
WORKING FROM HOME

- 39.01** An employee who wishes to work remotely shall receive prior approval. Such approval shall ensure that the employee is able to fulfil the requirements of their position. Remote work requests will be evaluated on individual merits. Such approval shall not be unreasonably withheld. Additional details on the remote work policy are included in MOA #3.

ARTICLE 40
COOLING OFF PERIOD

40.01 An employee who willfully terminates their employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if they do so within 3 consecutive working days of the termination of their employment.

ARTICLE 41
MODIFICATION, TERM RENEWAL OF AGREEMENT

Duration

41.01 This Collective Agreement shall expire on April 30, 2024.

41.02 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.

41.03 Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) days prior to the expiry date, give notice in writing to the other party. Within fifteen (15) days of the serving of notice to bargain, the parties will meet.

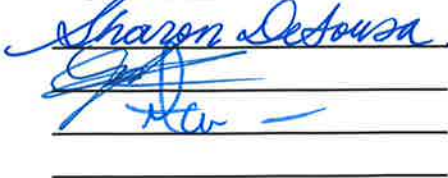
41.04 The rates of pay and benefits outlined in Appendix A of this Collective Agreement will apply retroactively from the effective date of the revised Collective Agreement to all those individuals who have left the employment of the Employer prior to the signing of the Collective Agreement, except those employees terminated for disciplinary reasons or incompetence, provided that these former employees make application for the retroactive salary increase.

Agreement Re-opener Clause

41.05 This agreement may be amended by mutual consent.

SIGNED AT OTTAWA THIS 12 DAY OF April,
2023.

FOR THE EMPLOYER



FOR THE UNION



APPENDIX/APPENDICE A

RATES OF PAY/TAUX DE RÉNUMÉRATION

DATE	LEVEL/ NIVEAU	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS
01/05/21	1	37,173	38,285	39,433	40,620	41,839
01/05/22		39,515	40,697	41,918	43,180	44,475
01/05/23		40,701	41,918	43,176	44,476	45,810
01/05/21	2	42,123	43,383	44,688	46,030	47,409
01/05/22		44,777	46,117	47,504	48,930	50,396
01/05/23		46,121	47,501	48,930	50,398	51,908
01/05/21	3	47,075	45,577	46,942	48,352	49,804
01/05/22		50,041	48,449	49,900	51,399	52,942
01/05/23		51,543	49,903	51,397	52,941	54,531
01/05/21	4	52,025	53,585	55,193	56,851	58,553
01/05/22		55,303	56,961	58,671	60,433	62,242
01/05/23		56,963	58,670	60,432	62,246	64,110
01/05/21	5	58,956	60,727	62,545	64,425	66,357
01/05/22		62,671	64,553	66,486	68,484	70,538
01/05/23		64,552	66,490	68,481	70,539	72,655
01/05/21	6	65,892	67,868	69,904	72,003	74,159
01/05/22		70,044	72,144	74,308	76,540	78,832
01/05/23		72,146	74,309	76,538	78,837	81,197
01/05/21	7	72,822	75,009	77,254	79,573	81,959
01/05/22		77,410	79,735	82,122	84,587	87,123
01/05/23		79,733	82,128	84,586	87,125	89,737
01/05/21	8	79,753	82,144	84,611	87,148	89,765
01/05/22		84,778	87,320	89,942	92,639	95,421
01/05/23		87,322	89,940	92,641	95,419	98,284
01/05/21	9	86,687	89,287	91,964	94,722	97,561
01/05/22		92,149	94,913	97,758	100,690	103,708
01/05/23		94,914	97,761	100,691	103,711	106,820

DATE	LEVEL/ NIVEAU	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS		
01/05/21	10	93,618	96,426	99,319	102,298	105,367		
01/05/22		99,516	102,501	105,577	108,743	112,006		
01/05/23		102,502	105,577	108,745	112,006	115,367		
01/05/21	11	102,530	105,604	108,771	112,035	115,398		
01/05/22		108,990	112,258	115,624	119,094	122,669		
01/05/23		112,260	115,626	119,093	122,667	126,350		
01/05/21	12	111,441	114,785	118,229	121,777	125,428		
01/05/22		118,462	122,017	125,678	129,449	133,330		
01/05/23		122,016	125,678	129,449	133,333	137,330		
01/05/21	13	120,354	123,962	127,682	131,513	135,458		
01/05/22		127,937	131,772	135,726	139,799	143,992		
01/05/23		131,776	135,726	139,798	143,993	148,312		
01/05/21	Special	86,097	91,966	97,834	103,704	109,577	115,447	117,409
01/05/22	Adviser	91,522	97,760	103,998	110,238	116,481	122,721	124,806
01/05/23		94,268	100,693	107,118	113,546	119,976	126,403	128,551

Effective May 1, 2022 – 6.3% general wage increase

Effective May 1, 2023 – 3% general wage increase

A signing bonus in the amount of \$1,000.00

Annual Increments

For purposes of rates of pay, increments are on an annual basis in accordance with Article 20.

APPENDIX A-1

LEVEL STRUCTURE FOR THE PSAC DELOITTE TOUCHE CLASSIFICATION SYSTEM

LEVEL	POINT-RATING
1	up to 300
2	301 to 350 (50)
3	351 to 400 (50)
4	401 to 450 (50)
5	451 to 520 (70)
6	521 to 590 (70)
7	591 to 660 (70)
8	661 to 730 (70)
9	731 to 800 (70)
10	801 to 870 (70)
11	871 to 960 (90)
12	961 to 1050 (90)

APPENDIX A-2

MEMORANDUM OF AGREEMENT BETWEEN UNION OF NATIONAL EMPLOYEES AND ALLIANCE EMPLOYEES' UNION - UNIT III

The parties agree that for the purpose of Pay Equity adjustment for all current and former employees, the Employer will:

1. Adjust acting pay;
2. Adjust top-up provisions for maternity leave; parental leave;
3. Adjust overtime, call back and reporting pay; and
4. Adjust severance pay.

MEMORANDUM OF AGREEMENT #1 BETWEEN
THE UNION OF NATIONAL EMPLOYEES AND
THE ALLIANCE EMPLOYEES' UNION

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

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

- a) The Employer shall not be required to grant such leave during the same period of time to more than one (1) employee employed in the same occupational group. If more than one (1) employee in the same occupational group submits a request for such leave which covers all or part of the same period of time, seniority shall be the determining factor in the granting of such leave.
- b) Leave granted under this Memorandum of Agreement which is for a period of more than three (3) months shall be deducted from the calculation of ~~a~~continuous employment~~@~~ for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.
- c) During any period of leave granted under this Memorandum of Agreement, the employee shall pay only their share of the premium for the benefit plans, including pension plan, specified in Article 27 of this Collective Agreement.
- d) An employee who is granted leave under this Memorandum of Agreement, for a period of twelve (12) months less a day, shall return to their position. An employee who is granted leave, for a period of twelve (12) months or more, shall return to a position at the same level of salary and benefits upon the termination of such leave.

- The regulations governing the Deferred Payment Plan are appended hereto.

FOR THE EMPLOYER

Sharon Debusa
Dan

FOR THE UNION


Christine Soder


Karen By

DEFERRED PAYMENT PLAN

REGULATIONS

A. General Purpose

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

2. Application

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

3. Agreement

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

B. PAYMENT FORMULA AND LEAVE OF ABSENCE

The leave period shall be not less than:

Three consecutive months if the employee enrolls in full time attendance at an education institution, otherwise six consecutive months;

The leave period may be funded over a maximum period of six years; and

The amount of annual deferred salary shall not exceed 33 1/3% of annual salary.

All deferred salary shall be held in trust in a separate bank account. These funds shall be deposited in a special account and the interest earned on these funds during the funding period shall be paid to employees during the funding period on their regular pay cheques.

The leave period must be taken immediately after the deferral period.

The amount of deferred salary shall be paid in equal bi-weekly payments during the leave period to employees. The leave period must terminate by the end of the first taxation year that commences after the deferral period. Therefore, the leave period cannot exceed 23 months.

During the leave period, all interest earned on the deferred salary shall also be included in the bi-weekly payments made to the employees.

Statutory Deductions

During the funding period:

- i) tax withholdings on the net salary after the deferred portion;
EI Premiums of the full, regular salary; and
CPP Premiums on the net salary after the deferred portion.

During the leave period:

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

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

C. BENEFITS

During the funding period, all benefits tied to salary shall be structured according to the full salary (excluding the deferred portion). An employee's benefits will be maintained during the period of leave; however, the employee will be responsible for the employee portion. These benefits will also be based on the full salary.

The period of leave shall not be counted for continuous service and no leave shall accrue during this period.

If the employee so chooses, the period of leave may be counted as pensionable service. If so, the employee shall be responsible for both the employee and Employer portions of the premiums for the PSAC Pension Plan during the period of leave.

D. WITHDRAWAL FROM THE PLAN

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

E. OTHER

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

F. INCOME TAX ACT (ITA)

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

G. WRITTEN AGREEMENT

Deferred Salary Plan Agreement

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

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

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

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

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

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

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

Date

Employee

Date

Employer

MEMORANDUM OF AGREEMENT #2 BETWEEN
THE UNION OF NATIONAL EMPLOYEES AND
THE ALLIANCE EMPLOYEES' UNION

UNION EDUCATION

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

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

SIGNED AT OTTAWA THIS 12 DAY OF April,
2023.

FOR THE EMPLOYER



FOR THE UNION



MEMORANDUM OF AGREEMENT #3 BETWEEN
THE UNION OF NATIONAL EMPLOYEES AND
THE ALLIANCE EMPLOYEES' UNION

STATEMENT ON REMOTE WORK

The parties agree to establish a joint Union Management committee which will be comprised of two (2) Bargaining agent representatives and two (2) Employer representatives. The mandate of this committee will be to develop a mutually agreed upon policy on working remotely which will apply to all AEU members. Where operationally feasible the objective of this policy will be to:

- a) Provide employees with flexible work arrangements while retaining the benefits of in person interaction for both the employee and the employer;
- b) The policy will support extraneous circumstances, as determined by the parties that may arise with on site and remote work;
- c) Support stress reduction and work-life balance;
- d) Contribute to promoting inclusion in the workplace;
- e) Reduce emissions related to commuting to the work site.

The overall goal of the **policy** will be to implement a hybrid approach to remote work, subject to operational requirements and the nature of each area of work. In some cases, employees may be granted full-time remote work arrangements.

Where possible, as long as employees are able to fulfil the requirements of their positions, the current remote working conditions will be maintained for all members until the remote work committee comes to an agreement on a policy.

SIGNED AT OTTAWA THIS 12 DAY OF April, 2023.

FOR THE EMPLOYER

Sharon Johnson

FOR THE UNION

Christine Smith
Tenn. J.