AGREEMENT

BETWEEN THE

UNION OF HEALTH AND ENVIRONMENT WORKERS

AND

THE ALLIANCE EMPLOYEES'

UNION UNIT XVI

EXPIRY DATE: **April 30, 2027**

ARTICLE 1 - PURPOSE OF AGREEMENT

It is the purpose of both parties to this Agreement:

a) to maintain and improve harmonious relations between the Employer and the Union.

b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to terms and conditions of employment.

c) to promote the morale, well being and security of all employees in the bargaining unit of the Union.

ARTICLE 2 – DEFINITIONS

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 gender.

c) "compensatory leave" means leave with pay, requested by the employee, 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 shall be based on the employee's hourly rate of pay received by the employee on the day immediately prior to the day on which leave is taken.

d) "continuous employment" means an unbroken period of employment with the Alliance and/or its Components. Employment shall not be considered to be broken by authorised periods of less than three (3) months between two separate periods of employment with the Alliance or its Components.

e) "daily rate of pay" means an employee's weekly rate of pay divided by five (5).

f) "day of rest" means Saturday and/or Sunday.

g) "employee" means a person who is a member of the bargaining unit.

h) "Employer" means the Union of Health and Environment Workers (UHEW).

i) "holiday" means a day designated as a paid holiday in this agreement.

j) "hourly rate of pay" means an employee's weekly rate of pay divided by thirty-five (35).

k) "leave" means authorised absence from duty by an employee during the employee's scheduled regular hours of work.

l) "membership dues" means the amount of monies established by the Alliance Employees' Union, as payable by its members as a consequence of their membership in the Union and shall not include any initiation fee, insurance premium or special levy.

m) “part-time employee” means a person employed by the Union of Health and Environment Workers who is required to work less than 35 hours per week.

n) “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.

o) straight-time rate” means the hourly rate of pay.

p) “term employee” means a person who is employed by the UHEW for a specified period of time but who ceases to be employed by the UHEW when the specified period of time (or extension) terminates.

q) “time and one-half (1½)” means one and one-half times the straight-time rate.

r) “Union” means the Alliance Employees’ Union.

s) “weekly rate of pay” means an employee’s annual rate of pay divided by 52.17.

ARTICLE 3 - APPLICATION

3.01

The provisions of this Agreement apply to the Alliance Employees’ Union, the Employees and the Employer.

3.02

Both the English and the French texts of this Agreement are official.

3.03

Where the masculine or feminine is used in this Collective Agreement, it shall be considered to include all genders unless any provision of the 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 recognised by the Union as being retained by the Employer.

ARTICLE 5 – RECOGNITION

5.01

The Employer recognizes the Alliance Employees' Union as the exclusive collective bargaining agent for all of its employees as certified by the Ontario Labour Relations Board.

ARTICLE 6 - APPOINTMENT OF REPRESENTATIVES

6.01

The Employer acknowledges the rights of the Union to appoint employees as Representatives of the Union.

6.02

The Union agrees to limit the appointment of Representatives to two members.

6.03

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

6.04

The representative shall obtain, whenever possible, the permission of the immediate supervisor before leaving work to investigate with fellow employees, complaints of an urgent nature, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the Representative shall report back to the immediate supervisor before resuming normal duties.

6.05

a) The Employer agrees to recognize a committee selected by the bargaining unit as the Union's bargaining committee. The Employer shall grant leave with pay to *two (2) employees* to attend any meetings with the Employer in connection with negotiations.

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.

c) Any meeting venue costs shall be shared equally between the parties

6.06

The Employer agrees to provide an AEU representative and a new employee up to one (1) hour paid leave to acquaint newly hired employees, at the time of orientation, with the fact that a collective bargaining relationship exists between the Union and the Employer.

ARTICLE 7 - UNION SECURITY

7.01

All employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing. The Employer agrees to deduct half of the monthly dues, as certified by the Treasurer of the Union, from 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 T4's issued to the employees in the bargaining unit show the amount deducted for union dues and remitted to the Union.

7.03

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment. The Employer will supply the new employee with a copy of the collective agreement and on commencing employment shall introduce the new employee to the Union Steward or representative.

7.04

The Employer will forward to the Secretary of the Union the name, address and telephone number of all newly-hired employees, who will be included in the bargaining unit, at the 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.

ARTICLE 8 - RETENTION OF RIGHTS AND PRIVILEGES

8.01

The Employer shall consult meaningfully with representatives of the Union at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

8.02

Should the Employer merge, amalgamate or combine any of its operations or functions with another organisation 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 to the extent possible, and the parties shall make all reasonable efforts to avoid any adverse effect to the employees.

8.03

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

ARTICLE 9 - INFORMATION TO EMPLOYEES / PERSONAL FILES

9.01

The Employer will provide, each employee annually, with a detailed statement, of the employee's leave credits no later than March 31, and a detailed statement of contribution to the Public Service Alliance of Canada pension plan when made available by the Public Service Alliance of Canada.

9.02

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.

9.03

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

9.04

There shall be only one (1) employee personal file. Upon request by an employee, the Employer shall allow the employee to view their personal file and provide the employee with a copy of any document on the file requested by the employee.

9.05

The Employer shall provide the Secretary of the Union with an electronic copy of this Collective Agreement within two (2) weeks of this Collective Agreement being signed by all parties.

ARTICLE 10 – NO- DISCRIMINATION

10.01

The Union and the Employer recognize the dignity and worth of every individual and seek to create a climate of understanding and mutual respect in the workplace. The Employer agrees that it will continue its policy of no discrimination with respect to any employee in the matter of hiring, wage rates, training or promotion, transfer, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, or marital status, sexual orientation, or by reason of the employee's membership or activity in the Union.

ARTICLE 11 - HOURS OF WORK

11.01

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 mandatory rest period of thirty (30) minutes, between the hours of 6:00 a.m. and 6:00 p.m. The rest period shall be taken as close as possible to the middle of the employee's shift, wherever possible

b) Subject to operational requirements as determined by the Employer, an employee shall have the right to select and request flexible or staggered hours between 6:00 a.m. and 6:00 p.m. (Eastern time zone), including the possibility of working remotely. However, while taking advantage of that possibility regarding the work schedule and work location, the employee's schedule must take into account the time zones of the portfolio assigned to him or her so adequate coverage is provided.

i) The request process and management of telework arrangements will comply with the requirements of the *UHEW Telework Policy*.

ii) The Employer will provide an employee working remotely full remote access to work systems and resources.

c) i) Subject to operational requirements, as determined by the Employer, employees may complete their weekly hours of employment in a period other than five (5) full days provided that, over a period to be determined by the Employer, employees work an average of thirty-five (35) hours a week. In every such period employees shall be granted days of rest on days not scheduled as normal work days for them.

ii) With respect to 11.01 c) i), the Employer may require employees to register their attendance in a form or in forms to be determined by the Employer.

iii) An employee required to work on his/her scheduled "Compressed Day Off" will have that day (CDO) displaced to another working day mutually agreed to by the employee and supervisor. The displaced CDO will be scheduled no later than the following two pay cycles. Every reasonable effort shall be made to give the employee as much notice as possible in the event the CDO must be displaced.

11.02

The implementation of any variation in hours shall not create an entitlement to additional overtime work or additional payment by reason only of such variation.

11.03

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

ARTICLE 12 - OVERTIME

12.01

All time worked by Employees outside normal working hours, as authorised by the Employer shall be considered overtime.

12.02

a) Employees who are required by the Employer to work overtime on their scheduled work day are entitled to compensation at time and one-half (1½) their regular hourly rate for any hours in excess of seven (7) hours when the overtime is authorized in advance by the Employer.

b) Employees who are required to work on a Saturday are entitled to compensation at time and one-half (1½) their regular hourly rate for all hours worked.

c) Employees who are required to work on a Sunday or holiday are entitled to compensation at twice (x2) their regular hourly rate for all hours worked.

12.03

Subject to the operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime.

12.04

Employees are entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked:

a) when overtime work is authorized in advance by the Employer; and

b) when the employee does not control the duration of the overtime work.

12.05

a) Instead of a cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed upon by the employee and the Employer.

b) <u>For the staff that wish to receive overtime paid in cash, the Employer commits to issuing said payment within two (2) pay cycles.</u>

c) At December 31st, of each year, employees may carry over any overtime accumulated, for which payment has not been received, during the calendar year to a maximum of 10 working days. Employees shall receive payment for any remaining accumulated overtime by the second pay in January of the following year. Payment shall be based on the employee's regular salary rate as of December 31st.

12.06

Employees who are called back to work after their regularly scheduled hours of work or on a day of rest shall receive a minimum of four (4) hours pay provided the period worked is not contiguous to their normal hours and they were not scheduled to work such period prior to completing their last period of work.

12.07

When employees are requested to work overtime, the Employer will pay up to $10.00 per hour to an employee who is a parent of a young child or children for dependent care expenses.
When employees are required to work outside their home office area, they will be reimbursed for all such expenses incurred over and above what the individual would normally have incurred in their home office area. The expenses will be reimbursed upon submission of proof. Notwithstanding, no reimbursement for expenses will be provided if the expenses are paid to the employee's spouse or to a relative living with the employee.

ARTICLE 13 - VACATION LEAVE WITH PAY

13.01

For each calendar month in which employees earn at least ten (10) days' pay, they shall earn vacation leave credits at the rate of:

a) one point two five (1.25) days if they have completed less than one (1) year of continuous employment;
b) one point thirty three (1.33) days if they have completed one (1) year of continuous employment;
c) one point six seven (1.67) days if they have completed two (2) years of continuous employment;

d) one point nine two (1.92) days if they have completed seven (7) years of continuous employment;

e) two point one seven (2.17) days if they have completed twelve (12) years of continuous employment;

f) two point thirty three (2.33) days if they have completed seventeen (17) years of continuous employment;

g) two point six seven (2.67) days if they have completed twenty (20) years of continuous employment;

h) after having completed twenty-two (22) years of continuous employment, an employee shall be credited with point five (.5) day of vacation:

i) for each successive year of continuous employment, an employee shall be entitled to a further point five (.5) day of vacation leave per completed year of continuous service employment to a maximum of five days of vacation leave;

ii) the credit shall be added to the employee's vacation bank annually on the day the employee completes an additional year of service.

13.02

The vacation year shall be from January 1st to December 31st inclusive.

13.03

Employees are entitled to vacation leave with pay to the extent of their earned credits but employees who have completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

13.04

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

13.05

If an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall, in lieu of unearned vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to death.

13.06

If an employee becomes ill or becomes entitled to special leave during any period of vacation leave, the period of leave so displaced shall be added to his/her period of leave or reinstated for use at a later date, provided any sick leave claim exceeding three (3) days is supported by a certificate signed by a qualified medical practitioner.

13.07

When the Employer cancels a period of approved vacation leave, the Employer shall reimburse the employee for all cancellation fees and non-refundable expenses incurred by the employee.

13.08

Where, during any period of vacation leave with pay, an employee is recalled to duty by the Employer, the employee shall be reimbursed for actual expenses, approved by the Employer, that the employee incurs:

a) in proceeding to the employee's place of duty; and
b) in returning to the place from which the employee is recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.

13.09

Applications for vacation leave shall be made at least five (5) working days in advance of the commencement of such leave. The Employer may grant vacation leave on shorter notice than that therein provided.

13.10

The Employer shall authorise the carry-over of vacation leave not exceeding the employee's annual vacation leave entitlement.

13.11

In granting vacation leave with pay to an employee, the Employer shall endeavour, subject to operational requirements, to make every reasonable effort to schedule the employee's vacation leave at times specified by the employee.

13.12

a) An employee who has accumulated more vacation leave than that provided in sub-clause 13.10 above may be instructed by the Employer after October 1st to liquidate the excess leave credits prior to the end of the vacation 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 unilaterally schedule the employee's vacation leave for a period equivalent to the excess amount of vacation leave credits.

c)In the event the excess vacation leave cannot be scheduled, the Employee will be paid the value of the excess vacation leave at their salary in effect on December 31.

d) The Employer will endeavour to cashout the excess of vacation leave credits to the employee, no later than January 31st following the rear to which the excess of vacation credits was accumulated.

13.13

The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 13.08 to be reimbursed for expenses incurred by the employee.

13.14

Fractional Entitlements – if, at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one half day (1/2), the entitlement shall be increased to the nearest one half (1/2) day.

ARTICLE 14 - SICK LEAVE WITH PAY

14.01

An employee shall earn sick leave credits at the rate of 1 ½ days for each calendar month for which the employee receives pay for at least ten (10) days.

14.02

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

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

14.03

Unless otherwise informed in advance by the Employer, a statement signed by the employee stating that because of illness or injury the employee was unable to perform his or her duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 14.02 a), if the period of leave with pay requested does not exceed five (5) days. Should the Employer require an employee to provide a medical certificate, all costs in producing said certificate shall be borne by the Employer upon submission of a receipt.

14.04

When an employee has insufficient credits to cover the granting of sick leave with pay under the provisions of 14.02, sick leave with pay may, at the discretion of the Employer, be advanced to an employee for a period of up to thirty (30) days, subject to the deduction of such advanced sick leave from any sick leave credits subsequently earned. In the event of termination of employment for reasons other than death or lay-off, the advance shall be recovered from any monies owed to the employee.

14.05

If the Employer, upon reasonable grounds (such as a return to work after extended absence, a duty to accommodate situation, occasions when sick leave usage seems excessive or the frequency of sick leave usage gives cause for concern), is not satisfied with the medical information produced by the employee pursuant to clause 14.02, the Employer may require that the employee undergo an Independent Medical Examination (an "IME"). An IME shall be performed by a qualified practitioner mutually agreed upon by both parties and shall be conducted at no expense to the employee. Results of the IME will be made available to the employee on request.

ARTICLE 15 - SPECIAL LEAVE WITH OR WITHOUT PAY

15.01

Employees who are granted leave up to one (1) year under this collective agreement shall return to their position upon the termination of their leave.

15.02

An employee shall be granted five (5) working days time-off without loss of pay and benefits in the case of death of a parent, wife, husband, common-law spouse, brother, sister, child, stepchild, mother-in-law, father-in-law, grandparent, grandchild, or any relative who has been permanently residing in the same household. Where the burial occurs outside the N.C.R., in addition to the aforementioned leave, the employee shall be entitled to reasonable travelling time with pay not to exceed three (3) working days.

15.03

a) An employee is entitled to two (2) day's bereavement leave with pay for purposes relating to the death of a son-in-law and daughter-in-law.

b) An employee is entitled to two (2) days bereavement leave with pay for purposes relating to the death of a brother-in-law and sister-in-law.

c) An employee is entitled to one (1) day's bereavement leave with pay for purposes relating to the death of an uncle, aunt, niece or nephew.

d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under clause

15.02 and clause 15.03 of this article the employee shall be granted bereavement leave with pay and the compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

15.04

a) Subject to operational requirements, the Employer may grant leave without pay for a period of up to two (2) years to an employee for personal needs, including parental care and nurturing of pre-school age children and other family related reasons.

b) Leave without pay in excess of six (6) months, granted under sub-clause (a) shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay and vacation leave for the employee involved.

c) Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave.

d) An employee who is granted leave under this clause must pay both the employee and the Employer shares of the benefit plans outlined under Article 24 of this Agreement, in effect at time of signing.

e) Leave without pay granted under this clause may be extended upon agreement by the employee and the Employer. Such leave cannot extend beyond three (3) years.

15.05

An Employee required to appear for or serve jury duty or served with a subpoena to appear as a Court witness shall not have regular salary reduced for the period concerned subject to the payment to the Employer by the Employee of the jury duty or witness fees received. The Employee shall notify the Employer immediately after receipt of notice of selection for jury duty or the subpoena requiring appearance as a witness. The Employer may require the Employee to furnish a certificate of service from an officer of the Court before making payments under this Article. In order to qualify for payment, the Employee will report to the Employer for work during those regular hours of work that the Employee is not required to attend the Court.

15.06

a) After completion of one (1) year’s continuous employment with the Component, an employee who gives the Employer at least five (5) days’ notice, shall be credited a one-time entitlement of thirty-five (35) hours of vacation leave with pay.

b) The vacation leave credits provided for in paragraph 15.06 a) above shall be excluded from the application of paragraph 13.10, dealing with the carry-over of vacation leave.

15.07

a) Employees shall be granted one (1) day of leave with pay to attend the birth or adoption of their child.

b) In the event of medical complications during or after birth or adoption, the Employer shall grant an additional two (2) days' leave to the employee.

15.08

An employee shall be granted reasonable time off with pay for personal responsibilities and family related responsibilities, subject to the following:

a) Every effort will be made to schedule appointments at the beginning or end of the work day; and,

b) to provide for temporary care of a sick member of the employee's family;

c) for appointments of a professional nature (such as doctor, dentist, therapist, legal, school, financial).

d) the yearly number of hours allotted under this article is limited to 52.5 of which a maximum of fourteen (14) hours may be used for personal leave.

e) The total time off with pay under this article shall be limited annually to 52.5 hours.

15.09

The employee shall be granted, in each calendar year, two additional days with pay, at the employee's choice.

ARTICLE 16 - FAMILY LEAVE

16.01 Pregnancy Leave

a) Pregnancy Leave shall be granted in accordance with the *Employment Standards Act, 2000* except where amended by this provision.

b) An employee who has completed thirteen (13) weeks of active service with the Employer is entitled to 28 weeks pregnancy leave without pay.

c) The employee shall notify the Employer, in writing, at least two (2) weeks prior to the date on which she plans to begin her pregnancy leave of her intention to do so. This written notice must include the date on which she intends to begin her pregnancy leave, and a letter from her doctor indicating the baby's due date.

d) Pregnancy leave may begin no earlier than 17 weeks before an employee's due date and no later than her due date or the day upon which she gives birth.

e) Pregnancy leave cannot be split. For greater clarity, pregnancy leave must be taken in a single, unbroken period.

16.02 Parental Leave

a) Parental Leave shall be granted in accordance with the *Employment Standards Act, 2000* except where amended by this provision.

b) An employee who is a parent of a child and who has completed 13 weeks of active service with the Employer shall be entitled to leave for reasons pertaining to the birth or adoption of a child joining their immediate family. The Employer may require that the employee submit a birth certificate for the child or evidence of adoption.

c) An employee who has taken pregnancy leave shall be granted up to thirty-five (35) weeks of leave without pay. An employee who has not taken pregnancy leave, shall be entitled to thirty-seven (37) weeks of leave without pay. Parental leave cannot be split. For greater clarity, parental leave must be taken in a single, unbroken stretch.

d) A request for leave under this clause shall be made at least two (2) weeks 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.

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 <u>seventy-two (72) weeks</u> for both employees combined.

16.03 Rights during Pregnancy and Parental Leave

a) Periods of pregnancy and parental leave shall be counted in the calculation of "continuous employment" for the purpose of calculating severance pay, vacation leave, sick leave, pay increments and any other benefit which the *Employment Standards Act 2000* would compel.

b) During pregnancy and parental leave, the Employer will continue to pay its applicable share of pension and benefit plans.

c) An employee on pregnancy or parental leave who provides the Employer with proof that he/she has applied for and is eligible to receive employment insurance benefits pursuant to the applicable provisions of the Employment Insurance Act, shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan [“the SUB Plan”] as set out in Articles 16.04 and 16.05 below.

d) Employees shall have no vested right to payments under the SUB Plan except to payments during a period of unemployment specified in the SUB Plan.

e) 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 SUB Plan.

f) An applicant under sub-clause (c) shall sign an agreement with the Employer providing:

   i) that the applicant will return to work and remain in the Employer's employ for a period of at least six (6) months after the return to work;

   ii) that the applicant will return to work on the date of the expiry of the pregnancy or parental leave , unless this date is modified with the Employer's consent.

g) Should the employee fail to return to work as per the provisions of sub-clause (f) or for reasons other than death, the employee recognizes that he/she is indebted to the Employer for the amount received as pregnancy or parental leave allowance.

16.04 Pregnancy and Parental Leave Supplementary Unemployment Benefits

a) In respect of the period of pregnancy leave, payments made according to the SUB Plan will consist of the following:

   i) 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

   ii) 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.

b) In respect of the period of parental leave, payments made according to the SUB Plan will consist of the following:

   i) 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.

   ii) Where the employee has not previously received maternity or parental benefit for the birth or adoption of a child and is required to serve a two week waiting period for EI benefits, he or she shall receive an allowance of ninety-three percent (93%) of his/her weekly rate of pay for this “waiting period”.

16.05

a) For a full-time employee the weekly rate of pay referred to in clause 16.04 above shall be the pro-rated weekly rate of pay to which she or he is entitled, averaged over the six (6) month period of continuous employment immediately preceding the commencement of maternity leave or parental leave.

b) For a part-time employee, the weekly rate of pay referred to in clauses 16.04 above shall be the pro-rated weekly rate of pay to which she or he is entitled, averaged over the six (6) month period of continuous employment immediately preceding the commencement of maternity leave or parental leave.

Where an employee becomes eligible for an annual increment during the period of maternity leave or parental leave, payments under clauses 16.04 and 16.05 above shall be adjusted accordingly.

16.06 Compassionate Leave

a) Both Parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.

b) For the purpose of this Article, family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), parents of spouse, child (including child of common-law spouse), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

c) Subject to paragraph (b), an employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions:

(i) an employee shall notify the Employer in writing the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;

(ii) an employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

d) Leave granted under this article shall be for a minimum period of one (1) week and a maximum of twenty-six (26) weeks.

e) If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised of circumstances under which he or she would have been eligible for compassionate care leave without pay under paragraphs b) and c), the employee shall be granted compassionate care without pay and his or her paid leave credits shall be restored to the extent of any concurrent compassionate care leave without pay granted.

ARTICLE 17 - DESIGNATED PAID HOLIDAYS

17.01

The Employer recognises the following as paid holidays:

- New Year's Day
- Family Day (as per Ontario legislation)
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- First Monday in August or Saint-JeanBaptist Day
- Labour Day

- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- National Day for Truth and Reconciliation (September 30)
- And any other day proclaimed as a holiday by an act of Parliament

17.02

Holidays falling on an employee's day(s) of rest shall be observed on the first regular working day following the day(s) of rest unless otherwise mutually agreed.

17.03

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

17.04 WINTER SEASONAL LEAVE

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 2nd.

b) Employees designated as essential by the employer and who are required to work the regular working days between December 26th and January 2nd, shall be subject to the overtime provisions of Article 12.

c) Employees designated as essential by the employer and who work the regular working days between December 26th and January 2nd, shall be credited with on (1) day vacation leave for each day worked during that period.

d) Except for unforeseen circumstances, employees will be advised by December 15th if they are designated essential and will be required to work during this period.

17.05

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.

ARTICLE 18 – SEVERANCE PAY

18.01

An employee shall receive a severance pay calculated on the basis of their rate of pay at the date of termination as follows:

a) On resignation or retirement with four (4) or more years of continuous service, one (1) week's pay for each completed year of service with the Component.

b) On resignation or retirement with twenty (20) or more years of continuous service, one (1) week's pay for each completed year of service with the Component.

c) In addition to the payment outlined in a) or b), an employee who has six (6) months' service or more in the final year of employment, shall be entitled to be paid severance pay on a pro rated basis for each month of service in the final year.

d) Severance pay shall not be paid more than once for the same period of service.

ARTICLE 19 - PAY AND CLASSIFICATION

19.01

Except under unusual circumstances, an employee shall be paid by direct deposit every two (2) weeks. A stub indicating the employee's gross and net entitlements and details of all deductions will be provided to the employees.

19.02

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 the employee is appointed. Unless the Employer takes action to withhold increments because of unsatisfactory performance of the employee's duties, an employee shall be entitled to periodic increments in accordance with the applicable salary range until the maximum of such salary range is reached.

19.03

When an employee is promoted, the employee shall be entitled to that rate of pay in the salary range of the classification level to which the employee is promoted which provides an increase in an amount not less than the lowest annual increment provided for in the new salary range.

19.04

If an employee is appointed to a different position, the salary range for which does not permit an increase in an amount as great as that applicable on promotion (see clause 19.03), such appointment shall constitute a transfer, in which case the employee shall be entitled to the rate of pay in the new salary range which applied to the employee in respect of the classification level of the position from which the employee was transferred. If there is no such rate in the new salary range, the employee shall continue to receive the previous salary rate until such time as a higher rate is provided in the new salary range, at which time, and effective the date thereof, the employee shall be entitled to the salary rate which is closest to but not less than the previous salary range.

19.05

An employee to whom clause 19.04 applied shall retain the same increment date if the employee had not reached the maximum rate in the former position and is not paid the maximum rate in the new position to which the employee is appointed.

19.06

If an employee is promoted or transferred on a date which coincides with the date on which the employee would otherwise have received a salary increment in respect of the previous position, such salary increment shall be deemed to have been duly authorised before determining the rate of pay applicable to the employee on promotion or transfer as the case may be.

19.07

When an employee is requested in writing by the Employer to perform substantive duties of a higher paying position for a period of five or more working days, the employee shall receive the salary of the higher paying position. An employee assigned to perform the duties of a lower paying position shall continue to receive their regular salary rate.

19.08

The pay increment date for an employee shall be the first day following the twelve (12) month increment period.

19.09

The increment period shall be as specified in Appendix A (Rates of Pay).

19.10

a) The classification system applicable to the Union of Health and Environment Workers shall be the PSAC Deloitte & Touche System.

b) The parties agree that all positions will be classified using the nine (9) following factors:

- Knowledge
- Interpersonal Skill
- Concentration
- Physical, Visual and Auditory Demands
- Complexity
- Impact of the Position
- Responsibility for Information
- Development and Leadership of Others
- Environmental Working Conditions

ARTICLE 20 - COMPENSATION FOR TRAVEL

20.01

For the purposes of this article, applicable overtime rate means time and one half (1½) for a combined period of travel and work on a work day and a Saturday and double time (x2) for a period of travel on a Sunday or a designated paid holiday.

20.02

When an employee is required by the Employer to travel outside of the National Capital Region, and such travel is approved by the Employer, the employee's method and itinerary of travel shall be determined by the Employer and shall be compensated in the following manner:

a) On a working day on which the employee travels but does not work, the employee shall receive their regular pay for the day;

b) On a working day on which the employee travels and works, the employee shall be paid;

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

   ii) at the applicable overtime rate for additional travel time in excess of a seven (7) hour period of work and travel.

c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled.

20.03

Mileage rates paid to employees using their own automobiles for the Employer's business shall be equivalent to the Treasury Board mileage rate in effect at the time of travel.

20.04

An employee who attends a Convention, Conference, Course or Seminar, as approved by the Employer, which is held in the National Capital Region, but outside the normal place of employment, and where lunch is not provided, shall be paid a meal allowance equal to the lunch rate set out in the Treasury Board Travel Directive.

ARTICLE 21 - STATEMENT OF DUTIES

21.01

Upon written request, an employee shall be entitled to a complete and current statement of duties and responsibilities of the employee's position including the position's classification level and point rating allotted by factor.

21.02

The Employer shall provide an employee within ten (10) days with a copy of the above either when requested or at time of employment, or when there is a change in duties.

ARTICLE 22 – NO STRIKE – NO LOCK-OUT

22.01

The Union, during the term of this Collective Agreement, and any employee covered by the said Collective Agreement or on whose behalf it has been entered into shall not go on strike and the Union shall not declare or authorise 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.

22.02

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.

22.03

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

22.04

No employee shall be disciplined by the Employer for exercising the right outlined in this Article.

ARTICLE 23 - GRIEVANCE PROCEDURE

23.01

A grievance is a written complaint made by the Union, an employee or group of employees concerning the application or interpretation of this agreement.

23.02

Before submitting a grievance, an employee is encouraged to discuss the matter with their supervisor. When possible and with mutual agreement, issues should be addressed using Informal Dispute Resolution (IDR) techniques, such a mediation.

23.03

An employee may be represented by the Union at each step of the grievance procedure. The Union shall have the right to consult and make representation to the Employer's representative on a grievance arising out of this Collective Agreement and/or where the employee has asked to be represented by the Union at each step of the grievance procedure.

23.05

Step 1: An employee or the Union may submit a grievance to the authorized representative of the Employer at Step 1.

23.06

Step 2: If the grievance is not dealt with to the employee's satisfaction, the employee or the Union may submit the grievance to Step 2, which shall be to the National President.

23.07

Step 3: If the National President does not deal with the grievance to the employee's satisfaction, the Union may submit the grievance to a mutually acceptable arbitrator.

23.08

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.

23.09

The Employer shall grant time off with pay to the grievor, for meetings referred to in 23.05, and 23.06, and to attend arbitration proceedings.

23.10

a) A grievance must be presented to the First Step within twenty-five (25) working days of the occurrence giving rise to the grievance.

b) A written reply will be given by the Employer to the grievor and their representative within ten (10) working days of receipt at Step 1. A written reply will be given by the Employer to the grievor and their representative within ten (10) working days of receipt of the grievance at Step 2.

c) If the Employer's reply is not satisfactory to the employee or failing reply at Step 1, the employee or the Union has ten (10) working days from the expiry of the time limit in sub-clause 23.10 b) in which to transmit the grievance to Step 2. An employee has ten (10) working days from the expiry of the time limit for response at Step 2 in which to transmit the grievance to arbitration.

d) If the Union or employee fails to present a grievance to the next higher level within the prescribed time period they shall be deemed to have abandoned the grievance. The time limits stipulated in this procedure may only be extended by mutual agreement in writing between the Employer and the Union.

e) If, at any time during the grievance process, the parties wish to pursue an informal resolution, the grievance shall be put into abeyance, upon agreement by both parties.

23.11

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

23.12

When an employee is given a disciplinary action resulting in suspension and/or discharge or when an employee is released for incompetence or incapacity except during the employee's initial probationary period, the grievance procedure set forth in this Agreement shall apply except that the grievance may be presented at the second step should both parties agree.

23.13

All Arbitrator expenses shall be shared equally by the Union and the Employer.

23.14

A grievance related to the interpretation or application of the collective agreement must be authorised by the Union prior to its presentation to the Employer.

ARTICLE 24 – WELFARE PLANS AND BENEFITS

24.01

a) The Employer shall pay one hundred percent (100%) of the premiums for the following plans:
   - i) PSAC Group Life Insurance Plan;
   - ii) PSAC Extended Health Plan;
   - iii) PSAC Dental Plan;
   - iv) PSAC Vision Plan;
   - v) PSAC Disability Insurance Plan;

b) For each calendar month for which an employee receives pay for at least ten (10) days, the Employer shall pay the portion of the premium for the benefit plans as specified in this article.

c) An employee who receives less than ten (10) days' pay in a calendar month, shall pay the full premium (100%) for the benefit plans specified in this article.

24.02

The terms and conditions of the PSAC Pension Plan shall apply to the employees.

24.03

The Employer shall provide each employee with a benefit kit which shall include available information on:

- the PSAC Pension Plan
- the PSAC Group Life Insurance Plan
- the PSAC Extended Health Plan applicable to employees;
- the PSAC Dental Plan applicable to employees;
- the PSAC Vision Plan applicable to employees; and the PSAC Disability Insurance Plan.

This kit shall contain information available from other sources and the Employer shall not be required to originate any material for the kit.

ARTICLE 25 - IMPACT OF LEGISLATIVE AMENDMENT

25.01

All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the parties as set out in this agreement shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the agreement.

ARTICLE 26 – EDUCATION AND TRAINING

26.01

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

a) obtain the Employer's approval for the proposed training before it commences;

b) satisfactorily complete the training, including the passing of any final examination related to the course, or if there is no final examination, establish an excellent record of attendance.

26.02

At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work, where the course of study is directly related to the employee's duties or will improve the employee's qualifications.

26.03

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 organisation 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, seminar, conference or study session offered by a recognised academic institution in a specialised field directly related to the employee's work;

  iii) language training.

b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the above activities described in sub-clause 26.03a) above. The employee shall receive no compensation under Article 12 (overtime) during time spent on career development leave provided for in this clause.

ARTICLE 27 – BILINGUALISM BONUS

27.01

The Employer agrees that a Bilingualism Allowance of $1,500 per year shall be payable to all eligible employees of the Component who are required by the Employer to use both official languages when communicating, either orally or in writing.

27.02

An eligible employee shall be entitled to receive the Bilingualism Bonus for any month in which the employee has received a minimum of ten (10) days' pay.

27.03

i) The Bilingualism Bonus shall be a flat annual amount of $1,500 calculated on a monthly basis and payment will be included in the normal bi-weekly pay cheque.

ii) The Employer agrees that the amount of the bilingual bonus described in 27.03 i) above shall be increased based on a calculation made on May 1 of each subsequent year at the same percentage as the salary increase negotiated by the parties for the duration of the collective agreement.

27.04

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

- PSAC Pension Plan
- Canada or Quebec Pension Plan
- PSAC Income Protection Plan
- Benefits
- PSAC Group Life Insurance
- Employment Insurance

27.05

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:

a) transfer;
b) promotion;
c) overtime calculation;
d) severance pay.

27.06

An eligible employee is entitled to receive the Bilingualism Allowance during any period of paid leave up to a maximum of sixty (60) consecutive calendar days.

ARTICLE 28 – LAY-OFF

28.01

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

ARTICLE 29 - PROBATION FOR NEW EMPLOYEES

29.01

A newly appointed employee shall be on probation as follows:

- Labour Relations Officer - twelve (12) months from date of appointment.
- All other employees - six (6) months from date of appointment.

Subject to 29.04, during the probationary period, the employee shall be entitled to all rights and benefits of this Agreement.

29.02

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

29.03

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

29.04

A probationary employee may be discharged during the probationary period at the discretion of the Employer. The release of a probationary employee shall not be subject to arbitration.

ARTICLE 30 - PROMOTIONS AND APPOINTMENTS

30.01

With exception of vacancies of four (4) months or less, the promotion and/or transfer of employees to positions within the bargaining unit shall be the result of a competition based on the following factors:

a) skill, competence and efficiency;
b) continuous employment with the Alliance and its Components.

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

30.02

With exception of vacancies of four (4) months or less, the Employer shall not make appointments from outside the Union of Health and Environment Workers to any position within bargaining unit until the vacancy has been advertised internally and the selection process in accordance with clause 30.01 is completed and the Employer determines that there is no qualified internal candidate.

30.03

In the event an employee is rejected on probation following a promotion from within the Union of Health and Environment Workers, the Employer shall make reasonable efforts to place the employee in a position at a classification level equivalent to the employee's former position.

30.04

The increment date of an employee appointed in accordance with clause 30.03 shall be the same as in the former position as if the appointment to the higher position had never been made.

30.05

The salary to which an employee becomes entitled upon appointment in accordance with clause 30.03 shall be that to which the employee would have been entitled in the former position if the appointment to the higher position had never been made.

ARTICLE 31 - DISCIPLINE

31.01

a) Except in cases of major misconduct, the Employer agrees to notify an employee at least twenty-four (24) hours in advance of any interview of a disciplinary nature and to indicate:
    i) the employee's right to be accompanied by a union representative;
    ii) the purpose of the meeting, including whether it involves the employee's personal file;
    iii) that if the employee's personal file is to be considered during the interview, the employee and/or his union representative, the latter with the employee's permission, shall, before the meeting, have access to this file.

b) The employee has the right to refuse to participate or to continue to participate in any interview of a disciplinary nature unless the employee has received the notice provided for above.

31.02

Any unfavourable report concerning an employee shall be withdrawn from the file after a period of eighteen (18) months from the date of the alleged infraction provided there are no further disciplinary infractions.

31.03

No disciplinary measure in the form of a notice of discipline, suspension or discharge or in any other form shall be imposed on any employee without just, reasonable and sufficient cause and without receiving beforehand or at the same time a written notice showing the grounds on which a disciplinary measure is imposed.

31.04

When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a Representative of the Employer, the employees are entitled to have a union representative attend the meeting.

31.05

When employees are or are to be suspended from duty the Employer shall notify the employee in writing of the reason for such suspension. The Employer shall give such notification at the time the suspension is, or is contemplated to be, imposed by the Employer.

31.06

The Employer shall notify the Secretary of the Union that such suspension has occurred or is to occur if the employee agrees.

ARTICLE 32 – PARKING

32.01

An employee who uses his/her car to travel to and from work, may, provided that space is available, apply to rent parking space either indoors or outdoors at the workplace parking area.

32.02

Subject to clause 32.01, the Employer shall pay 100% of the parking cost.

32.03

Employees who do not receive the parking subsidy contained in 32.02 shall receive a monthly allowance equivalent to 100% of the parking cost for each month where an employee has received pay for at least 70 hours in that month.

ARTICLE 33 – SEXUAL AND PERSONAL HARASSMENT

33.01

The Union and the Employer recognize the right of employees to work in an environment free from sexual or personal harassment

33.02

Sexual harassment is defined for the purpose of this collective agreement as including, but not being limited to: unnecessary physical contact such as touching or patting; persistent suggestive sexual remarks and other verbal abuse or threats; demand for sexual favours; compromising invitations; unwelcome remarks; jokes, innuendoes or taunting; displaying of pornographic or other derogatory pictures; condescension or paternalism which undermine self-respect; physical assault.

33.03

Personal harassment shall be defined as any offensive behaviour which undermines an employee's job performance

33.04

The Employer and the Union are firmly opposed to any form of sexual or personal harassment of or by employees at the workplace or in any work situation or location. Employees have a right to be protected from sexual or personal harassment.

33.05

Any employee who believes they are a victim of sexual or personal harassment at the workplace or in any work situation or location is encouraged to use the grievance procedure in Article 23 of this collective agreement. If the alleged harasser is a step in the grievance procedure, the parties agree that this step will be waived. The Union shall have the right to refer the grievance to arbitration.

ARTICLE 34 – HEALTH AND SAFETY

34.01

The Employer shall make all reasonable provisions for the safety and health of employees during working hours and the Union may from time to time, bring to the attention of the Employer any suggestions in this regard, and also any other suggested improvements regarding working conditions.

34.02

The Employer's liability shall be limited to the extent that the building, facilities or equipment concerned is owned or leased by the Employer and such corrections are within the terms of the lease or service contracts or such codes and regulations enforced by provincial or municipal ordinance – fire, health or police department.

ARTICLE 35 – RESTRICTION ON OUTSIDE EMPLOYMENT

35.01

An employee shall not engage in outside employment or activities if the hours or responsibilities involved are likely to impair the employee's ability to perform her/his UHEW duties in an efficient and satisfactory manner, or if such outside employment or activities constitutes a conflict of interest.

ARTICLE 36 - RECREATIONAL ALLOWANCE

36.01

The parties agree that there is a need to participate in some recreational activity in order to achieve a healthy work/life balance. To this end, the Employer agrees to reimburse all employees $800.00 per year payable on the first pay of the following year for any recreational activity.

36.02

For greater clarity, the concept of reimbursement outlined in article 36.01 requires the production of receipts for recreational activities. Therefore, in order to be reimbursed within the time limits set out in this article, the employee must submit a claim for reimbursement, including the appropriate receipts, before December 1st of each year.

36.03

The amount in 36.01 shall be prorated for employees who have worked less than 12 months.

ARTICLE 37 – TECHNOLOGICAL CHANGE

37.01

In the event of technological change the Employer agrees to provide the necessary training in order for employees to perform the functions of their position.

ARTICLE 38 – CONTRACTING OUT

38.01

UHEW shall not contract out bargaining unit work if it would result in a loss of permanent positions.

ARTICLE 39 – COOLING OFF PERIOD

39.01

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

This article will apply once in an employee's career.

ARTICLE 40 - MODIFICATION, TERM, RENEWAL OF AGREEMENT

40.01

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

40.02

Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) days prior to the expiry date, give notice in writing to the other party. Within twenty (20) working days of the date on which notice was served, the parties will exchange proposed changes or amendments. A meeting of the parties to commence bargaining will be convened within twenty (20) working days of the exchange.

40.03

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

40.04

This Agreement shall be binding and remain in effect from **May 1, 2024 to April 30, 2027.**

ARTICLE 41 - TERM POLICY

Any term who has been continuously employed for a period of three (3) years or more in the same position, shall be converted to indeterminate status and appointed, without competition, to the position that they occupy.

For the purpose of clarity, the accruing of time as defined under this article is retroactive to January 1, 2017.

ARTICLE 42 - PRE-RETIREMENT TRAINING

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 or any of its Components. 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 retirement seminar with cost of registration up to $500 being reimbursed once in an employee's career.

ARTICLE 43 - PERSONNEL SELECTION LEAVE WITH PAY

Where an employee participates in a personnel selection process with PSAC or one of its Components, the employee is entitled to leave with pay for the period during which the employee's presence is required for the purposes of the selection process, and for such period as the Employer considers reasonable for the employee to travel to and from the place where their presence is so required.

ARTICLE 44 - JOINT CONSULTATION

The parties acknowledge the mutual benefits to be derived from joint consultation and to those ends a Union-Employer Committee will be established to consult on areas of concern to both parties. Either party may provide items for the agenda for any proposed meeting. Meetings will be scheduled at a time convenient to both parties, however, there shall be not fewer than one (1) meeting every three (3) months. Each party shall be responsible for expenses incurred by its Representatives, except that the Employer agrees to allow leave with pay for such meetings.

ARTICLE 45 – HEALTH CARE TRUST

a. The Employer agrees to provide an employee who terminates their employment and who is at least age 55 on or after May l, 2021, and who is eligible to receive an immediate or deferred pension in accordance with the PSAC pension regulation is entitled to receive an annual retirement allowance of $2,200.00, for a maximum of 10 years and up to age 70. This annual retirement allowance is deposited into an individual Health Care Spending Account (HCSA). The retiree may submit receipts in accordance with the provisions of the Income Tax Act or receipts for premiums for an external Retiree Benefit Plan. Any unused amounts at the end of twenty-four months shall revert and be deposited into an. AEU trust fund health care account and used at the sole discretion of the AEU for health care expenditures.

b. Employees will pay an amount that will be applied to the cost of AEU retiree benefits and this amount will be paid through payroll deductions. Effective the date of signing of the collective agreement. employee payroll deductions shall be equal to 0.4% of the employee's actual salary (or salary at retirement).

ARTICLE 46 – INCOME AVERAGING LEAVE

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

a) Pay for participating employees would be reduced and averages out over the year to reflect the reduced time at work.
b) Pension and benefit coverages, as well as premiums or contributions, will continue at pre-arrangement levels.
c) Pension and benefit coverage during the leave without pay period will continue at pre-arrangement rates and the employee is responsible for their share of pension and benefit contributions. No vacation and sick leave credits will be earned during the period of leave without pay.
d) Changes to an approved leave arrangement may be made only in rare and unforeseen circumstances, and with 30 days prior notice to the employee.
e) Employee-requested changes to, or cancellation of, leave arrangements must occur and take place within the originally approved 12- month income averaging arrangement.
f) Changes to the leave arrangements for the employee must be provided in writing and with reasonable notice.
g) This period of leave without pay will not be extended by any other periods of leave with or without pay.
h) Employees are eligible to apply for an income averaging leave arrangement once every 3 years.
i) Application for Leave with Income Averaging Arrangement is contained in Appendix C.
j) The employee shall not work for PSAC and/or the Components during period of leave.

For the Employer:		For the Union:	
Shimen Fayad		DocuSigned by: Louis Bisson 7257BC7565D4481...	1/8/2025
Signed by: 9AEDD43A6A8E4B2... Janine Etherington	12/26/2024	Signed by: Gabrielle Galland E3911BF012D542A...	1/6/2025
Signed by: 7562A9E13331474... Diane Girouard	12/27/2024	Signed by: Stephen Vanneste 4F8B02D9DC674FF...	1/6/2025
Signed by: Jamie Bonner B5C8E59E2FEE4C4...	12/30/2024		

APPENDIX "A"

RATES OF PAY

Effective Date	Level	MIN				MAX
FROM	1	37,994	39,131	40,307	41,517	42,762
May-1-24		41,034	42,262	43,531	44,838	46,183
May-1-25		42,265	43,530	44,837	46,183	47,568
May-1-26		43,533	44,836	46,182	47,569	48,995
FROM	2	43,056	44,346	45,677	47,048	48,458
May-1-24		46,501	47,893	49,332	50,812	52,335
May-1-25		47,896	49,330	50,812	52,336	53,905
May-1-26		49,332	50,810	52,336	53,906	55,522
FROM	3	48,117	49,560	51,046	52,578	54,157
May-1-24		51,966	53,525	55,129	56,784	58,489
May-1-25		53,525	55,131	56,783	58,488	60,244
May-1-26		55,131	56,785	58,487	60,243	62,051
FROM	4	53,177	54,773	56,418	58,110	59,851
May-1-24		57,431	59,155	60,931	62,758	64,639
May-1-25		59,154	60,930	62,759	64,641	66,579
May-1-26		60,929	62,758	64,642	66,580	68,576
FROM	5	60,263	62,073	63,934	65,854	67,829
May-1-24		65,084	67,039	69,048	71,122	73,255
May-1-25		67,036	69,050	71,120	73,256	75,453
May-1-26		69,047	71,122	73,254	75,453	77,716
FROM	6	67,354	69,372	71,454	73,599	75,806
May-1-24		72,742	74,922	77,170	79,487	81,871
May-1-25		74,924	77,170	79,485	81,871	84,327
May-1-26		77,172	79,485	81,870	84,328	86,856
FROM	7	74,439	76,672	78,972	81,342	83,781
May-1-24		80,395	82,806	85,290	87,849	90,483
May-1-25		82,806	85,290	87,849	90,484	93,198
May-1-26		85,291	87,849	90,484	93,199	95,994
FROM	8	81,525	83,971	86,491	89,086	91,758
May-1-24		88,047	90,689	93,410	96,212	99,099

May-1-25		90,688	93,409	96,213	99,099	102,072
May-1-26		93,409	96,212	99,099	102,072	105,134
FROM	9	88,613	91,271	94,010	96,828	99,733
May-1-24		95,702	98,573	101,531	104,574	107,711
May-1-25		98,573	101,530	104,577	107,712	110,943
May-1-26		101,531	104,576	107,714	110,943	114,271
FROM	10	95,699	98,570	101,527	104,572	107,710
May-1-24		103,355	106,455	109,649	112,938	116,327
May-1-25		106,456	109,649	112,939	116,326	119,817
May-1-26		109,649	112,939	116,327	119,816	123,411
FROM	11	104,810	107,954	111,192	114,527	117,964
May-1-24		113,194	116,591	120,088	123,690	127,401
May-1-25		116,590	120,088	123,690	127,400	131,223
May-1-26		120,088	123,691	127,401	131,222	135,159
FROM	12	113,920	117,339	120,857	124,485	128,220
May-1-24		123,034	126,726	130,526	134,444	138,477
May-1-25		126,725	130,528	134,442	138,477	142,632
May-1-26		130,527	134,444	138,475	142,632	146,910
FROM	13	123,031	126,723	130,524	134,440	138,474
May-1-24		132,873	136,861	140,966	145,196	149,552
May-1-25		136,860	140,967	145,195	149,552	154,039
May-1-26		140,965	145,196	149,551	154,038	158,660
FROM	14	132,144	136,108	140,192	144,397	148,730
May-1-24		142,716	146,997	151,407	155,949	160,629
May-1-25		146,997	151,407	155,949	160,627	165,448
May-1-26		151,407	155,949	160,628	165,446	170,411
FROM	15	141,256	145,494	149,858	154,355	158,985
May-1-24		152,557	157,133	161,847	166,703	171,704
May-1-25		157,133	161,847	166,702	171,704	176,855
May-1-26		161,847	166,703	171,703	176,856	182,161

APPENDIX "B"

MEMORANDUM OF AGREEMENT BETWEEN THE UNION OF HEALTH AND ENVIRONMENT WORKERS AND THE ALLIANCE EMPLOYEE'S UNION

PRE-RETIREMENT TRANSITION LEAVE

PREAMBLE:

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The Union of Health, and Environment Workers, as Employer, is committed to helping employees balance their work, personal, and family responsibilities and make the transition into retirement easier, while at the same time providing organizational benefits.

This memorandum of Agreement is intended to introduce pre-retirement transition leave to eligible employees on a trial basis for the duration of the collective agreement term. The terms of this Memorandum shall expire and become renegotiable upon renewal of the collective agreement, Both managers and employees are responsible to ensure that the operational needs of the organization are met and that neither productivity nor costs are negatively impacted by the application of this Memorandum.

Requirements

Employees who are eligible to retire with an unreduced pension may apply for this PRTL arrangement. Employees are required to provide a minimum of six (6) months' notice for the PRTL leave period that will commence three (3) months prior to their retirement date.

Under this PRTL arrangement, a participating employee may reduce the length of their workweek by up to 20 per cent (20%). Pay for participating employees is adjusted to reflect the shorter work week, and their pension and benefits coverages, as well as premiums or contributions, continue at pre-arrangement levels. Under this policy, employees are responsible for their share of premiums or contributions as pension and benefits coverage continue at pre-arrangement levels.

Pre-retirement transition leave is subject to managerial approval and discretion, based on operational requirements. During this PRTL arrangement, the employer may commence staffing actions to replace the employee with the objective of having a successor in place prior to the end date of the PRTL allowing for a period of training and orientation.

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

- provide six (6) months notice and be eligible for an unreduced pension before or at the end date of the leave period.

- submit their formal resignation/retirement notice to be effective at the completion of the arrangement and end of the leave period.
- agree not to work for another employer paying into the same Pension Plan while on leave.
- agree not to participate in a Compressed Work Week arrangement during the leave period.

Change or Cancellation

Approved leave arrangements may be changed or cancelled only in rare and unforeseen circumstances. Requests must be provided in writing with reasonable notice.

All changes or cancellations must be approved by the employer. Where the change or cancellation is initiated by the employer, employees shall be reimbursed for certain reasonable expenses as determined by the employer.

Where the change is initiated by the employee, repayment of the employer premiums and contributions that would otherwise not have been required with the reduced hours, shall become the responsibility of the employee.

This MOA will expire upon expiry of the collective agreement.

SIGNED ELECTRONICALLY AT OTTAWA THIS __22_ DAY OF __August____ 2024

FOR THE EMPLOYER	FOR THE UNION
____________________	____________________
____________________	____________________
____________________	____________________
____________________	____________________

APPENDIX "C"

APPLICATION FOR LEAVE WITH INCOME AVERAGING ARRANGEMENT

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

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

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

____

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

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

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

____________________ __________________________
Date Employee

____________________ __________________________
Date Employer