

AGREEMENT
BETWEEN
THE UNION OF POSTAL COMMUNICATIONS EMPLOYEES
AND
THE ALLIANCE EMPLOYEES' UNION
UNIT VI

EXPIRY: APRIL 30TH, 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 UPCE (UPCE), the Employees and the AEU, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties to this agreement share a desire to improve the quality of service to the members of the UPCE and to promote the well being and increased efficiency of its employees to the end that the membership of the UPCE will be efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the UPCE 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 UPCE in the group described in Article 4 "Recognition";
- (b) a "common-law spouse" relationship exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his spouse and continues to live with that person as if that person were his spouse;
- (c) "compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay received by him on the day immediately prior to the day to which leave is taken;
- (d) unless otherwise specified in the agreement continuous employment means an unbroken period of employment with the UPCE, other Components and the Alliance. It is agreed that the calculation of continuous employment shall include all employment with the above organizations provided there is no break in service in excess of three (3) consecutive months;
- (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 as described in Article 4 (Recognition);
- (h) "UPCE" means the AEU of Postal-Communications employees (UPCE) as represented by the National Executive;
- (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-seven and one-half (37 1/2);

- (k) "leave" means authorized absence from duty by an employee during his scheduled regular hours of work;
- (l) "membership dues" means the dues established by the Alliance Employees' AEU as the dues payable by its members as a consequence of their membership in the AEU and shall not include any initiation fee, insurance premium or special levy;
- (m) "term employee" means:
 - (i) an employee employed by the UPCE for a specified period of less than six (6) months duration, to perform duties on either a full-time or part-time basis, but who ceases to be an employee when the specified period has been completed;
 - (ii) the specified period may exceed six (6) months when the term employee is replacing an employee on leave as specified in this collective agreement;
 - (iii) the specified period referred to in paragraph (i) may be extended with the agreement of the AEU;
 - (iv) the articles on the technological change (article 34) and job security (article 41) will not apply to term employees.
- (n) "AEU" means the Alliance Employees' AEU;
- (o) "weekly rate of pay" means an employee's annual rate of pay divided by 52.170;
- (p) "seniority" means length of employment with the Alliance centre, and/or its Components;
- (q) "headquarters area" means a radius of thirty-two (32) kilometers from UPCE National Office;
- (r) "lay-off" means the termination of an employee's employment because of lack of work or discontinuance of a function;
- (s) "part-time employee" means, a person employed by the UPCE who is required to work less than thirty-seven and one-half (37 1/2) hours per week and works at least twenty (20) hours per week;

- (t) "office staff" means, any employee whose duties consist mainly of clerical, secretarial, administrative, and/or administrative support function;
- (u) "officer" means any employee employed as a staff officer, whose primary function consist of services to the membership, and as required in assisting the National Officers in carrying out their responsibilities.
- (v) "Immediate family" means, father, mother (or alternatively step-father, step-mother or foster parents), brother, sister, spouse, child, grand-child, step-child, or ward of the employee, father-in-law, mother-in-law, grand-parents and grand-parents in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and other relative permanently residing in the employee's household or with whom the employee permanently resides.

ARTICLE 3 - APPLICATION

- 3.01 The provisions of this agreement apply to the AEU, employees, and the UPCE.
- 3.02 Both the English and French texts of this agreement are official.
- 3.03 Unless otherwise expressly stipulated, the provisions of this agreement apply equally to male and female employees.
- 3.04 Part-time employees shall be entitled to the benefits provided under this agreement in the same proportion as their actual weekly hours of work as compared with the normal scheduled weekly hours of work of full-time employees except that the overtime article of this collective agreement shall apply for all hours worked in excess of seven and one-half (7 1/2) hours in a day or thirty-seven and one-half (37 1/2) hours in a week.

ARTICLE 4 - RECOGNITION

- 4.01 The UPCE recognizes the AEU as the exclusive bargaining agent for all its employees as certified by the Ontario Labour Relations Board (dated September 7, 1983), employed as officers and office staff in Ottawa, save and except those employed in a confidential and managerial capacity.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The AEU recognizes that the UPCE has the right, responsibility and authority to manage and operate the UPCE, and that, except to the extent provided herein, this agreement in no way restricts the UPCE, or those charged by the UPCE with managerial responsibilities, in the exercise of this right, responsibility and authority.

ARTICLE 6 - APPOINTMENT OF REPRESENTATIVES

- 6.01 The UPCE acknowledges the right of the AEU to appoint employees as representatives of the AEU.
- 6.02 The AEU agrees to limit the appointment of representatives to a reasonable number.
- 6.03 The AEU shall notify the UPCE, in writing, of the names of the AEU representatives.
- 6.04 Reasonable space on bulletin boards will be made available to the AEU for the posting of official AEU notices, in convenient locations as determined by the UPCE. Notices or other material shall require the prior approval of the UPCE, except notices of meetings of their members and elections, the names of AEU representatives, and social and recreational events.
- 6.05 A representative shall obtain, whenever possible, the permission of the UPCE before leaving his work to investigate complaints of an urgent nature, to meet with local 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 UPCE before resuming their normal duties.
- 6.06 (a) The UPCE agrees to recognize a committee of up to one (1) employee of the bargaining unit selected by the AEU as the AEU's Bargaining Committee. Said employee shall be granted leave with pay to attend any meetings with the UPCE in connection with negotiations, including the time to travel to and from said meetings but not including conciliation or mediation meetings. No overtime shall be paid to employees attending negotiation 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.
- 6.07 When operational requirements permit, the UPCE will grant leave without pay, to an employee participating as a party, a witness, or a representative of the AEU in respect to:
- (a) any proceeding before the Ontario Labour Relations Board;
- (b) training related to the duties of an AEU representative.

ARTICLE 7 - AEU SECURITY

- 7.01 All employees covered by this agreement, shall, as a condition of employment, become and remain members of the AEU in good standing. The UPCE shall deduct half of the monthly dues, as certified by the Treasurer of the AEU, from each of two bi-weekly salary payments each month for each employee in the AEU bargaining unit VI and forward same to the Treasurer of the AEU, together with a list of employees and the amount from whom deductions were made.
- 7.02 The UPCE shall ensure that T4s issued to employees in the AEU bargaining unit VI show the amount deducted for AEU dues and remitted to the AEU.
- 7.03 The AEU agrees to indemnify and save the UPCE harmless against any claim or liability arising out of the application of this article, except for any claim or liability arising out of an error committed by the UPCE limited to the amount actually involved in the error.
- 7.04 Where an employee fails to have sufficient earnings in respect of any month to permit deductions made under this article, the UPCE shall not be obligated to make such deduction from subsequent salary.
- 7.05 For the purpose of applying clause 7.01, deductions from pay for each employee in respect for each calendar month, will start with the first month of employment to the extent that earnings are available.

ARTICLE 8 - RETENTION OF RIGHTS AND PRIVILEGES

- 8.01 The UPCE shall consult meaningfully with representatives of the AEU at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this agreement.
- 8.02 Should the UPCE merge, amalgamate, or combine any of its operations or functions with another organization during the term of this agreement, the UPCE through whatever merger agreement involved, agrees that all benefits and conditions of employment held by the employees shall be integrated and shall not be adversely affected.
- 8.03 Should the AEU change its name, affiliate, or merge with any other AEU, or group of AEU's, the resulting entity shall retain all the privileges and rights of the former AEU and the existing collective agreement shall remain in force for the term of the collective agreement.
- 8.04 The terms and conditions agreed in the reciprocal agreement between the Alliance and its Components covering the transfer of the employees' benefits will be part of the collective agreement.

ARTICLE 9 - INFORMATION TO THE AEU

- 9.01 The UPCE will forward to the Secretary of the AEU, 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 UPCE. The UPCE further agrees to inform the AEU of the name of any employee in the bargaining unit leaving the employ of the UPCE.
- 9.02 An up-to-date seniority list showing the date upon which each employee's employment commenced shall be sent to the Secretary of the AEU once a year at the same time as employees are provided with the information outlined in clause 10.02 of this agreement.
- 9.03 That the UPCE provide the AEU with ten (10) copies five (5) English and (5) French, of this collective agreement.

ARTICLE 10 - INFORMATION TO EMPLOYEES

- 10.01 There shall be only one (1) employee personal file. Upon request by an employee, the UPCE 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.
- 10.02 The UPCE will provide annually, to each employee, with a statement of their leave credits and contribution to the PSAC Pension Plan.
- 10.03 The UPCE shall provide each employee in the bargaining unit with a signed copy of this collective agreement, within two months of completed signing of this collective agreement.

ARTICLE 11 - HUMAN RIGHTS

11.01 The UPCE 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, or discharge.

The provisions of the Ontario Human Rights Code shall be adhered to. There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to the employee, by reason of age, race, creed, national or ethnic origin, color, religious affiliation, sex, sexual orientation, family status, mental or physical disability, conviction for an offense for which a pardon has been received, or membership activity in the AEU.

ARTICLE 12 - RESTRICTION ON OUTSIDE EMPLOYMENT

- 12.01 Employees shall not be restricted from engaging in other employment or activities outside the hours they are required to work for the UPCE, unless the UPCE specifically states that, in its opinion, such outside employment or activities involves a conflict of interest.
- 12.02 Employees shall not engage in outside employment or activities if the hours of responsibilities involved are likely to impair their ability to perform their duties in an efficient and satisfactory manner.

ARTICLE 13 - HOURS OF WORK

- 13.01
- (a) The work week shall be thirty-seven and one-half (37 1/2) hours from Monday to Friday inclusive, and the work day shall be seven and one-half (7 1/2) consecutive hours, (including a paid lunch period of one-half hour) between the hours of 6:30 a.m. and 5:30 p.m.
 - (b) Subject to operational requirements as determined from time to time by the UPCE, an employee shall have the right to select and request flexible or staggered hours between 6:30 a.m. and 5:30 p.m. and such request shall not be unreasonably withheld.
 - (c) Subject to operational requirements as determined from time to time by the UPCE, the UPCE shall be allowed to change these hours as required for special events, meetings, or projects.
 - (d)
 - (i) Notwithstanding the provisions of this article, and subject to operational requirements as determined from time to time by the UPCE, employees with the approval of the UPCE, 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 UPCE, employees work an average of thirty-seven and one-half (37 1/2) hours per week. In every such period, employees shall be granted days of rest on days not scheduled as normal work days for them.
 - (ii) Notwithstanding anything to the contrary contained in this agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the UPCE to schedule any hours of work permitted by the terms of this agreement.
 - (iii) Employee requests under 13.01 (c) (i) shall not be unreasonably withheld.
 - (e) The UPCE may require employees to register their attendance in a form or in forms to be determined by the UPCE.

13.02 Rest periods

The UPCE will provide two (2) rest periods of fifteen (15) minutes each per full working day. The employees shall have the option of adding their two (2) rest periods to their lunch period.

13.03 The parties hereby agree to the following procedure relating to leave to be applied to employees who are working a compressed work week in accordance with Article 13.01 above.

- (a) Annual leave, compensatory leave and sick leave credits will be converted into hours.

Such leave granted to an employee shall be calculated on the basis of the scheduled hours to have been worked and shall be deducted from the employee's leave credits.

- (b) An employee working a compressed work week, who is granted leave without pay, shall be deducted an amount equivalent to the scheduled working time not being worked by the employee.

- (c) It is understood that the conversion into hours under (a) above will be retroactive to January 1, 1985.

- (d) Employees working a compressed work week will *not* be required to "make-up" any time as a result of special leave and/or designated paid holidays.

13.04 All employees shall receive an allowance, as per the current National Joint Council Directive and as governed by PSAC and UPCE policies and practices, rates for expenses and meals when required to work out of the office when not in travel status.

ARTICLE 14 - OVERTIME

- 14.01 In this article:
- (a) "overtime" means authorized work performed in excess of an employee's scheduled hours of work;
 - (b) "straight-time rate" means the hourly rate of pay;
 - (c) "double-time" means twice (2) the hourly rate of pay;
 - (d) "time and one-half" means one and one-half (1½) times the hourly rate of pay.
- 14.02 Subject to clause 14.04, an employee, except an officer, who is required to work overtime on their scheduled work day, is entitled to compensation at the rate of time and one-half (1½) for the first two hours of overtime, and double time (2x) for all other overtime worked that day.
- 14.03 Subject to clause 14.04, an employee who is required to work on a day of rest, is entitled to compensation at double time (2x) for all hours worked or a minimum of three (3) hours at double time (2x) whichever is greater.
- 14.04 An employee is entitled to overtime compensation under clauses 14.02 and 14.03 for each completed fifteen (15) minute period of overtime worked:
- (a) when the overtime work is authorized in advance by the UPCE; and
 - (b) when the employee does not control the duration of the overtime work.
- 14.05 Overtime shall be compensated in cash, except where, upon request of an employee, overtime may be compensated in equivalent leave with pay. Such leave with pay must be authorized at times convenient to both the employee and the UPCE.
- 14.06 Compensatory leave with pay, not used by the end of the year in which it is earned, may be carried over to the next year, and if not used by the end of that year, then payment in cash will be made. Payment will be at the employee's hourly rate of pay as at the end of the year.
- 14.07 Employees shall record starting and finishing times of overtime work in a form determined by the UPCE.

- 14.08
- (a) An employee who is authorized to work three (3) or more hours following their scheduled hours of work shall be reimbursed an expense for one (1) meal as per the National Joint Council Directive, except that such expenses shall not be reimbursed if a free meal is provided.
 - (b) Reasonable time, as determined by the UPCE shall be allowed to an employee to take a meal break.
 - (c) An employee in their headquarters area, who is authorized to work overtime on a day of rest or a designated paid holiday, and such overtime work includes a meal period, shall be reimbursed expenses for meals in accordance with the current National Joint Council Directive, and be subject to amendments made to this Directive from time to time. Such expenses shall not be reimbursed if free meals are provided. An employee shall be reimbursed their meal expenses only when they return to work and work at least two (2) hours after a meal break.

ASSIGNMENT OF OVERTIME

- 14.09
- (a) The UPCE shall make every reasonable effort to avoid excessive overtime, and to allocate overtime on an equitable basis among readily available and qualified full-time employees.
 - (b) Except in cases of emergency, callback, or by mutual agreement with an employee, the UPCE shall, whenever possible, provide at least four (4) hours advance notice of any overtime requirement.

ARTICLE 15 - ANNUAL LEAVE

- 15.01 The vacation year shall be from January 1st to December 31st of the following calendar year, inclusive.
- 15.02 An employee who is entitled to receive pay for at least ten (10) days in each calendar month of a fiscal year shall earn vacation leave at the applicable rates indicated in (a), (b), (c), (d), (e), (f) and (g) below. An employee who is not entitled to receive pay for at least ten (10) days in each calendar month will earn vacation leave at one-twelfth (1/12) of the applicable rate for each calendar month for which he is entitled to receive pay for at least ten (10) days.
- (a) Three (3) weeks per fiscal year if he has completed less than two (2) years of continuous employment;
 - (b) Four (4) weeks per fiscal year after completing two (2) years of continuous employment;
 - (c) Twenty two (22) days per fiscal year after completing seven (7) years of continuous employment;
 - (d) Five (5) weeks per fiscal year after completing twelve (12) years of continuous employment.
 - (e) Twenty seven (27) days per fiscal year after completing seventeen (17) years of continuous employment.
 - (f) Six (6) weeks per fiscal year after completing twenty years (20) of continuous employment.
 - (g) Seven (7) weeks per fiscal year after completing twenty-seven (27) years of continuous employment.
- 15.03 Subject to the provisions of clause 15.12, where reasonable operational requirements preclude employees from taking vacation leave with pay at the same time, seniority shall prevail.
- 15.04 An employee is entitled to vacation leave with pay to the extent of their earned credits. 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.
- 15.05 In the event of termination of employment for reasons other than death, the UPCE

shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the rate of pay received by the employee on the date of termination.

- 15.06 By mutual agreement the UPCE shall authorize the carry-over of vacation leave not exceeding one (1) year's entitlement.
- 15.07 If, by October 1st in a given year, the UPCE has not authorized the carry-over of the balance of vacation leave entitlement accruing for that year in accordance with Article 15.06, and the employee has not made known their request in respect of unused vacation leave accruing to the end of the year, the UPCE may direct the dates on which such vacation leave shall be taken.
- 15.08 If an employee becomes ill or becomes entitled to special leave, the period of leave so displaced shall be added to his period of leave, or be reinstated for use at a later date, provided any sick leave claimed is supported by a certificate signed by a qualified medical practitioner.
- 15.09 Where, during any period of vacation leave with pay, an employee is recalled to work duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the UPCE, that maybe incurred:
- (i) In proceeding to the place of work duty, and
 - (ii) In returning to the place from which the employee was recalled, if the employee immediately resumes vacation upon completing the assignment for which being recalled, after submitting such accounts as are normally required by the UPCE.
- 15.10 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 15.09 to be reimbursed for reasonable expenses incurred by the employee.
- 15.11 If an employee dies or otherwise ceases to be employed, he or his estate shall, in lieu of earned vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment.
- 15.12 Subject to operational requirements, the UPCE shall make every reasonable effort to grant an employee their annual leave at the dates specified by the employee.

15.13 Once an employee's vacation period has been approved in accordance with this article that vacation period may not be displaced by a more senior employee.

ARTICLE 16 - SICK LEAVE WITH PAY

Credits

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

Granting of sick leave

- 16.02 An employee shall be granted sick leave with pay when unable to perform their duties because of illness or injury provided that:
- (a) the employee satisfies the UPCE of this condition in such manner and at such time as may be determined by the UPCE, and
 - (b) the employee has the necessary sick leave credits.
- 16.03 Unless otherwise informed by the UPCE, a statement signed by the employee stating that because of illness or injury the employee was unable to perform their duties, shall, when delivered to the UPCE, be considered as meeting the requirement of clause 16.02 (a), as long as the period of leave with pay requested does not exceed five (5) working days. No employee shall be granted more than ten (10) working days, sick leave with pay in a fiscal year solely on the basis of statements signed by him.
- 16.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 16.02, sick leave with pay may, for a period up to fifteen (15) working days, at the discretion of the UPCE be granted to an employee, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for reasons other than death or lay-off, the recovery of the advance from any monies owed the employee.
- 16.05 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.

- 16.06 If an employee becomes ill during a period of compensatory leave and such illness is supported by a medical certificate, the employee shall be granted sick leave and their compensatory leave credits shall be restored to the extent of any concurrent sick leave granted.
- 16.07 An employee is entitled to leave with pay for time lost due to quarantine where the employee is unable to work as certified by a qualified medical practitioner and granted leave without charge to leave credits.
- 16.08 Completed leave forms pertaining to sick leave, and medical certificates where required, must be submitted by the employee to the UPCE upon the first day he returned to work (following the sick leave period).

ARTICLE 17 - SPECIAL LEAVE WITH OR WITHOUT PAY

17.01 An employee who is granted leave up to one (1) year under this collective agreement shall return to their position upon the termination of their leave. The employee shall provide the UPCE at least thirty (30) days' advance notice of the intended date of their return to work.

17.02 Bereavement Leave With Pay

- (a) When a member of an employee's immediate family dies, the employee shall be entitled to bereavement leave with pay for a period of up to four (4) days for purposes relating to the bereavement, but not extending beyond the date following the day of the funeral and may, in addition, be granted up to three (3) additional days leave with pay for the purposes of travel related to the death.
- (b) In special circumstances, and at the request of the employee, bereavement leave with pay may be extended beyond the day following the day of the funeral, but the total number of days granted shall be consecutive, shall not exceed the number provided for in paragraph (a) above, and must include the day of the funeral.
- (c) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his aunt, uncle, or cousin.
- (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 paragraph (a), (b) or (c) of this clause, the employee shall be granted bereavement leave with pay and their compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (e) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. Upon request, the UPCE may, after considering the particular circumstances involved, grant leave with pay for purposes other than those specified in this article.

Court Leave With Pay

Leave of absence with pay shall be provided to an employee, other than an employee on leave of absence from the UPCE 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 their 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.

Maternity Leave

- (a) An employee who becomes pregnant shall notify the UPCE at least two (2) weeks prior to the date on which she plans to begin her maternity leave or her intention to do so. This written notice must include the date on which she intends to begin her maternity leave, and a letter from her doctor indicating the baby's due date.
- (b) (i) Subject to sub-clause c) of this clause, an employee who becomes pregnant shall be granted twenty-eight (28) weeks of leave without pay. This leave may begin at any time within seventeen (17) weeks of the baby's due date, and extends beyond the date of the baby's birth, until the twenty-eight (28) weeks have expired.
 - (ii) Notwithstanding sub-clause (b) (i):
 - 1. where the employee has not yet proceeded on maternity leave without pay and the new newborn child is hospitalized, or
 - 2. where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized, the period of maternity leave without pay defined in sub-clause b) i) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks;
 - 3. the extension described above shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (c) The UPCE may:
 - (i) Upon written request from the employee, defer commencement of maternity leave without pay of an employee or terminate it before the full twenty-eight (28) have expired;
 - (ii) Grant maternity leave without pay to an employee to commence earlier than seventeen (17) 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.

- (d) 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 UPCE will continue to pay its applicable share of pension and benefit plans.
- (e)
 - (i) An employee who provides the UPCE with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to applicable provisions of the Employment Insurance Act or Québec Parental Insurance Plan, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan. While in receipt of this allowance, the employee shall continue to accumulate annual leave and sick leave credits.
 - (ii) Employees shall have no vested right to payments under the plan, except to payments during a period of unemployment specified in the plan.
 - (iii) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- (f) An applicant under sub-clause (e) of this clause shall sign an agreement with the UPCE providing:
 - (i) That she will return to work and remain in the UPCE's employ for a period equal to the period she was in receipt of maternity allowance;
 - (ii) That she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the UPCE's consent.
- (g)
 - (i) Should the employee fail to return to work in accordance with the provisions of sub-clause (f) (i), or should she return to work but fail to work for the total period specified in provisions of sub-clause (f) (i), she will be indebted to the UPCE for an amount determined as follows:

(Allowance received) X (remaining period to be worked following her return to work)
total period to be worked as specified in (f) (i)

- (ii) the repayment provided for in 17.04 (g) (i) will not apply in situation of:
1. death,
 2. lay off,
 3. early termination due to lack of work or discontinuance of function of a specified period of employment that would have been sufficient to meet the obligation specified under sub-clause (f) i),
 4. the end of a specified period of employment, if the employee is rehired by the UPCE within six (6) months following the end of the obligations specified in sub-clause (f) i), or
 5. has become disabled.

17.05 Parental Leave

- (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 this 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 if the employee also took a period of maternity leave. If the employee did not take any maternity leave, the employee shall be entitled to thirty-seven (37) weeks of leave without pay.
- (c) A notice that leave will be requested 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 UPCE informed of leave requirements. Notice of the leave requirement may be waived by the UPCE.
- (d) The UPCE 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 seventy-two (72) weeks for both employees combined.
- (f) Leave granted under this clause shall be counted in the calculation of “continuous employment” for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes. During such leave the UPCE will continue to pay its applicable share of pension and benefit plans.
- (g)
 - (i) Employee who provides the UPCE with proof that they have applied for and are eligible to receive employment insurance benefits pursuant to applicable provisions of the Employment Insurance Act or the Québec Parental 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 UPCE providing:
 - (i) That the applicant will return to work and remain in the UPCE employ for the same period the applicant was in receipt of the parental allowance;
 - (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 UPCE consent.
- (i)
 - (i) Should the employee fail to return to work in accordance with the provisions of sub-clause h), or should the employee return to work but fail to work for the total period specified in provisions of sub-

clause h), the employee will be indebted to the UPCE for an amount determined as follows

(Allowance received) X (remaining period to be worked following the return to work)

total period to be worked as specified in (h)

the repayment provided for in 17.05 (i) (i) will not apply in situation of:

1. death,
2. lay off,
3. early termination due to lack of work or discontinuance of function of a specified period of employment that would have been sufficient to meet the obligation specified under sub-clause h),
4. the end of a specified period of employment, if the employee is rehired by the UPCE within six (6) months following the end of the obligations specified in sub-clause h), or
5. has become disabled.

(j) Notwithstanding sub-clause 17.05 (b):

- (i) Where the employee's child is hospitalized and the employee has not yet proceeded on parental leave without pay, or
- (ii) where the employee's child is hospitalized and the employee is on parental leave without pay.

The period of parental leave without pay in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave.

The extended period shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

Maternity Leave and Parental Leave Supplementary Employment Benefits

- 17.06 In respect of the period of maternity leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:
- (a) An allowance of ninety-three per cent (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) For each week that the employee receives a maternity benefit under the Employment Insurance Act or Québec Parental Insurance plan, the difference between the gross weekly amount of the Employment Insurance or the Québec Parental Insurance plan maternity benefit she is eligible to receive ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in the maternity benefits to which she would have been eligible if no extra monies had been earned during this period.
- 17.07 In respect of the period of parental leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:
- (a) Where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of their weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (b) For each week in respect of which the employee receives parental adoption or paternity benefits under the Employment Insurance Act or the Québec Parental Insurance Plan, the difference between the gross weekly amount of Employment Insurance parental adoption or paternity benefits he or she is eligible to receive and ninety-three per cent (93%) of their weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance or the Québec Parental Insurance Plan benefits to which the employee would have been eligible if no extra monies had been earned during this period;
 - (c) Where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, the employee is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three percent (93%) of the weekly rate of pay for each week, less any other monies earned during this period.

(d) Transitional Provisions

If, on the date of signature of the collective agreement, an employee is currently on maternity or parental leave, or has requested a period of such leave without pay but has not commenced the leave, the employee shall upon request be entitled to the provisions of Articles 17.04, 17.05, 17.06 and 17.07.

17.07.01 Special Maternity and Parental Allowance for Totally Disabled Employees

(a) An employee who:

- (i) Fails to satisfy the eligibility requirement specified in clause 17.06 and/or clause 17.07 solely because of a concurrent entitlement to benefits under the Disability Plan (DI) or the Long Term Disability Insurance Plan (LTD) or provincial compensation schemes prevents the employee from receiving Employment Insurance benefits (EI), and
- (ii) Has satisfied all of the other eligibility criteria, shall be paid, in respect of each week of maternity and/or parental leave, the difference between ninety-three percent (93%) of the weekly rate of pay and the gross amount of the weekly disability benefit under the DI Plan or the LTD Plan.

- (b) An employee shall be paid an allowance under this clause for the same number of weeks for which the employee would have been eligible for an allowance under clause 17.06 and/or clause 17.07 had the employee been in receipt of benefits under the Employment Insurance Act or the Québec Parental Insurance maternity benefits.

17.07.02 (a) For a full-time employee the weekly rate of pay referred to in clauses 17.06, 17.07 and 17.07.01 above shall be the weekly rate of pay to which the employee is entitled to on the day immediately preceding the commencement of maternity leave or parental leave.

- (b) For a part-time employee, the weekly rate of pay referred to in clauses 17.06, 17.07 and 17.07.01 above shall be the pro-rated pay to which the employee is entitled, averaged over the six (6) month period of continuous employment immediately preceding the commencement of maternity leave or parental leave.

- (c) Where an employee becomes eligible for an annual increment during the

period of maternity leave or parental leave, payments under clauses 17.06, 17.07 and 17.07.01 above, shall be adjusted accordingly.

17.08 Leave with Pay for Spousal AEU

- (a) After completion of one (1) year's continuous employment with UPCE, an employee who provides the UPCE at least five (5) days' notice shall be granted five (5) days leave with pay for the purpose of declaring a spousal AEU with another person in a public ceremony. This ceremony may be civil, secular, or religious.
- (b) For an employee with less than two (2) years of service, in the event of termination of employment for reasons other than death within six (6) months after the granting of a Spousal AEU leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the UPCE from any monies owed the employee.

17.09* Leave with Pay for Family Related Responsibilities and Personal Needs

Leave with pay shall be granted as follows:

Up to a total of 60 hours leave with pay shall be granted in the categories below (a), (b) and (c), during a fiscal year.

- (a) **Leave with pay for family related responsibilities:**
 - (i) **Provide for temporary care of a sick member of the employee's family.**
 - (ii) **To take a member of the employee's family for appointments of a professional nature (doctor, dentist, therapist, lawyer, teacher, etc.),**
- (b) **Leave with Pay for Personal Needs:**
 - (i) **For appointments of a professional nature (doctor, dentist, therapist, lawyer, etc.);**
 - (ii) **For moving;**
- (c) **For writing an examination for the purpose of professional development;**

- (d) **For other reasons of a personal nature (shall not be taken in more than three (3) consecutive days at the time);**
- (e) **Leave with Pay for civic Responsibilities for working as a volunteer for a charitable organization or charitable activity (a maximum of one (1) day).**

17.10 Leave With Pay for Birth or Adoption of a Child

Leave with pay shall be granted as follows:

Up to one (1) day of leave with pay to an employee for needs related to the adoption of a child and/or birth of his child, which may be divided into two (2) periods and granted on separate days;

17.11 Injury-on-Duty Leave With Pay

An employee shall be granted injury-on-duty leave with pay for such reasonable period to be determined by the Provincial Workers' Compensation Board for:

- (a) Personal injury received in the performance of their duties and not caused by the employee's willful misconduct, or
- (b) An industrial illness or disease arising out of and in the course of their employment,

if the employee agrees to remit to the UPCE 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 his agent has paid the premium.

17.12 Leave Without Pay for Personal Needs

- (a) Subject to operational requirements, the UPCE 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) An employee is entitled to leave without pay for personal needs only once under (a) of this clause during his total period of employment in UPCE. Leave without pay granted under this clause may not be used in combination with maternity, paternity, or adoption leave, without the consent of the UPCE.

17.13 Leave Without Pay for the Care and Nurturing of Pre-school children

- (a) At the request of an employee, leave without pay in one or more periods, to a total maximum of five (5) years during an employee's total period of employment in the Alliance Centre and/or its Components shall be provided for the care and nurturing of pre-school children.
- (b) Leave without pay, which is for a period of more than three (3) months, granted under this clause, shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

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

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

17.15 Other Leave With or Without Pay

At its discretion, the UPCE may grant:

- (a) Leave with pay when circumstances not directly attributable to the employee, prevent the employee reporting for work. Such leave will not be unreasonably withheld.
- (b) Leave with or without pay for purposes other than those specified in this agreement.

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

17.17 Holiday Season Leave

- (a) Employees not designated as essential by the UPCE shall be granted leave with pay for regular working days falling in the period between December 26th and January 3rd.
- (b) Employees designated as essential by the UPCE and who are required to work the regular working days between December 26th and January 3rd, shall be subject to the overtime provisions of Article 14.
- (c) Employees designated as essential by the UPCE and who work the regular working days between December 26th and January 3rd, 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.

ARTICLE 18 - DESIGNATED PAID HOLIDAYS

- 18.01 The following days shall be designated paid holidays
- (a) New Year's Day
 - (b) One floating holiday, to be scheduled in a manner similar to annual as described in 15.10, 15.11, and 15.13 a). This floating day must be taken in the calendar year and cannot be banked for use in later calendar years.
 - (c) Good Friday
 - (d) Easter Monday
 - (e) The day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday
 - (f) Canada Day
 - (g) First Monday of August
 - (h) Labour Day
 - (i) The day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
 - (j) Remembrance Day
 - (k) Christmas Day
 - (l) Boxing Day
 - (m) Any day proclaimed by the Governor in Council as a holiday shall be included as a designated paid holiday for purpose of this agreement.
 - (n) Heritage Day, to be celebrated as a floating holiday. This day shall be scheduled in a manner similar to annual leave as described in 15.10, 15.11, and 15.13 (a). 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.
- 18.02 An employee absent without pay on both his full working day immediately preceding and his 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 his day of rest.

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

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

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.

ARTICLE 19 - SEVERANCE PAY

- 19.01 For the purpose of this article, continuous employment means employment with the UPCE, the Alliance, its predecessor organizations, or other Components which have signed the reciprocal agreement on transfer of leave credits with the Alliance.
- 19.02 An employee or his estate shall receive severance pay benefits as specified in (a), (b), (c) and (d) below, at his current rate of pay, for each completed year of continuous employment:
- (a) One (1) week on retirement when entitled to a pension under section 8.2 or 8.3 of the PSAC Pension Regulations.
 - (b) One-half (1/2) week on resignation with then (10) or more years of continuous employment and one (1) week on resignation with twenty (20) or more years of continuous employment.
 - (c) One (1) week if terminated involuntarily for any reason other than discipline.
 - (d) One (1) week if the employee dies.

ARTICLE 20 - PAY AND CLASSIFICATION

- 20.01 **An employee will be paid by electronic funds transfer (E.F.T.) every two weeks. The employee will provide the UPCE with reasonable notice if there is a need to change payment method. An electronic stub indicating the employee's pay, net entitlements, and details of all deductions will be provided to the employee.**
- 20.02 Except as otherwise specified in the letter of offer, on appointment, an employee's salary rate will be the minimum of the salary range applicable to the position in which the employee is appointed.
- 20.03 When an employee is promoted, the employee shall be entitled to that rate of pay in the salary range of the position 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.
- 20.04 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 20.02), such appointment shall constitute a transfer in which case the employee shall be entitled to the rate of pay in the new salary range which is nearest to but not less than that which applied to the employee in respect 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 their previous salary rate until such time as a higher rate is provided in the new salary rate, 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 their previous salary rate.
- 20.05 An employee to whom clause 20.04 applies shall retain their increment date if the employee has yet to reach the maximum rate in his former position and is not paid the maximum rate in the new position to which the employee is appointed.
- 20.06 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 their previous position, such salary increment shall be deemed to have been duly authorized before determining the rate of pay applicable to the employee on promotion or transfer as the case may be.

- 20.07 When an employee is required by the UPCE, in writing, to perform for a temporary period of at least three (3) consecutive working days, the duties of a higher position than the one held by the employee, such employee shall be paid acting pay from the first day of such temporary period, calculated as if the employee had been appointed to the higher position. Designated paid holidays shall be counted as time worked for the purposes of determining the qualifying period of three (3) consecutive working days.
- 20.08 The pay increment date for an employee appointed to a position shall be the first day following the employee's anniversary date of the increment period for the position to which the employee was appointed.
- 20.09 The increment period shall be specified in Appendix "A" (Rates of Pay).
- 20.10 An employee is entitled to be paid for services rendered at the pay specified in Appendix "A" for the position to which the employee is appointed.
- 20.11 Reimbursement of all retroactive pay, benefits, allowances and adjustments shall be made by the UPCE within forty-five (45) days of the date of signing of this collective agreement.

ARTICLE 21 - COMPENSATION FOR TRAVEL

21.01

When an employee is required by the UPCE to travel outside their headquarters area, and such travel is approved by the UPCE, the method of travel shall be determined by the UPCE in accordance with the PSAC Travel Policy and he shall be compensated in the following manner:

- (a) On a normal working day on which the employee travels but does not work, the employee shall receive their regular pay for the day;
- (b) On a normal 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 and one-half (7 1/2) hours; and
 - (ii) At the applicable overtime rate for additional travel time in excess of seven and one-half (7 1/2) hour period of work and travel, with a maximum payment for such additional travel time not to exceed seven and one-half (7 1/2) hours' pay at the hourly rate of pay;
- (c) On a day of rest or on a holiday, the employee shall be paid the applicable overtime rate provided the total payment for such travel time does not exceed seven and one-half (7 1/2) hours at the employee's straight-time rate, except that if an employee travels and works on a day of rest or on a holiday, the employee total compensation for travel and work on each such day shall not exceed seven and one-half (7 1/2) hours at the applicable overtime rate, exclusive of the employee's normal salary entitlement for a holiday.
- (d)* **For greater certainty, all employees, including an officer, required by the UPCE to travel outside their headquarters area, and such travel is approved by the UPCE, shall be compensated in the manner outlined in (a), (b) and (c).**

ARTICLE 22 - STATEMENT OF DUTIES

- 22.01 Upon written request, an employee shall be entitled to a complete and current statement of duties and responsibilities of his position.
- 22.02 The UPCE 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 23 - NO STRIKE - NO LOCK-OUT

- 23.01 The AEU, 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 AEU shall not declare or authorize a strike of any of the employees. The UPCE shall not cause the employees to be locked-out during the period of this collective agreement.
- 23.02 Employees covered by this collective agreement shall have the right to refuse to cross a picket line and to refuse to do the duties of other striking workers.
- 23.03 No employee shall be disciplined by the UPCE for exercising their rights as outlined in this article.

ARTICLE 24 - GRIEVANCE PROCEDURE

- 24.01 A grievance is any written complaint made by the AEU, an employee or group of employees concerning pay, working conditions, terms of employment, disciplinary actions, release for incompetence or incapacity or the application or interpretation of this agreement.
- 24.02 Before submitting a grievance, an employee is encouraged to discuss the matter with the UPCE. An employee may, be assisted or represented by the AEU during such discussions.
- 24.03 An employee may be represented by the AEU at each step of the grievance procedure. The AEU shall have the right to consult and make representation to the UPCE on any grievances arising out of this collective agreement, and/or where the employee has asked to be represented by the AEU at each step of the grievance procedure.
- 24.04 Grievances shall be submitted to the UPCE 's representative(s).
- 24.05 An employee or the AEU may submit a grievance in accordance with clause 24.04. The National President or designate shall be the representative of the UPCE to hear the grievance. If the grievance is not dealt with to the employee's satisfaction, the AEU may submit the grievance to arbitration.
- 24.06 No person who is employed in managerial capacity shall seek by intimidation, by the threat of discharge, or by any other threat or inducement or by any other means to cause an employee to refrain from processing a grievance to each step of the grievance procedure, including arbitration, in accord with the provisions of this Article.
- 24.07 The UPCE will agree with the AEU on a mutually acceptable arbitrator to whom the grievances in clause 24.06 and 24.07 will be submitted.

- 24.08
- (a) A grievance must be presented within twenty-five (25) working days of the employee becoming aware of the circumstances giving rise to the grievance.
 - (b) A written reply will be provided by the UPCE to the grievor and his AEU representative within twenty (20) working days of receipt of the grievance.
 - (c) If the UPCE's fails to reply to the grievance, or if the reply is un-satisfactory to the employee, an employee has thirty (30) working days from the expiry of the time limits in which to transmit his grievance to arbitration.
 - (d) Grievances referred to arbitration must be scheduled to be heard within ninety (90) days from the date of referral. If the commencement of the hearing is delayed beyond the ninety (90) days period specified herein, the grievance shall be deemed to have been abandoned unless the hearing is delayed by mutual agreement between the parties or by the arbitrator.
 - (e) The time limits stipulated in this procedure may be extended by mutual agreement between the UPCE and the employee, and where appropriate, the AEU representative.
- 24.09 The cost of an arbitrator will be divided between the AEU and the UPCE at a rate of 50/50.
- 24.10 A grievance must be authorized by the AEU prior to its presentation or transmission to any step in the grievance procedure including arbitration.
- 24.11 For the purpose(s) of this article, the UPCE will grant leave with pay to an employee and/or their AEU representative at any level, and/or arbitration.
- 24.12 The employee will advise their supervisor prior to any meeting with the AEU representative, and the employee will advise their supervisor once the employee has returned to their work station.

ARTICLE 25 - JOINT CONSULTATION

- 25.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matter of common interest.
- 25.02 The UPCE will grant leave with pay to a reasonable number of employees for the purposes of meetings with the UPCE on behalf of the AEU.

ARTICLE 26 - WELFARE PLANS AND BENEFITS

- 26.01 The UPCE will pay one hundred percent (100%) of the PSAC Dental Plan.
- 26.02 The UPCE will pay one hundred percent (100%) of the premium for the Long Term Disability Benefits of the PSAC Group Insurance Plan.
- 26.03 (a) The UPCE will pay one hundred percent (100%) of Medical and Hospital Insurance Plan (OHIP) for employees residing in the Province of Ontario.
- (b) The UPCE will pay one hundred percent (100%) of the premiums for the Extended Health Care Plan.
- (c) The UPCE will pay one hundred percent (100%) of a Life Insurance Plan equal to two (2x) times the employee's annual salary to the highest thousand.
- 26.04 The Pension Plan will be indexed.
- 26.05 If the premiums paid by the UPCE for any employee benefits are reduced as a result of any legislative change or action, the amount of the saving shall be used to increase other benefits available to the employees as may be mutually agreed between the parties providing such change affects a majority of the employees.
- 26.06 The AEU shall be consulted on any proposed amendments or changes with respect to welfare plans and benefits.
- 26.07 For the purpose of this article, for each calendar month for which an employee has received pay for at least ten (10) days, the UPCE shall pay the portion of the premium for the benefit plans as specified in this article.
- 26.08 Subject to the conditions in effect at the date of signing of this agreement, and subject to clause 26.04, all employees in the bargaining unit are entitled to the benefit plans specified in this article from the date they become eligible.
- 26.09 Employees shall receive free parking space at their place of employment (on PSAC property) if available.
- 26.10 The UPCE shall pay the UPCE's contributions/premiums for the first 3 months to all benefit plans when an employee is on sick leave without pay.

ARTICLE 27 - EDUCATION AND TRAINING

- 27.01 An employee who undertakes a training course outside their normal hours of work may, at the discretion of the UPCE, be reimbursed in whole or in part for the direct expense of instruction and registration, that is, the expenses which must be paid to complete the training, and which are not primarily of a personal character. Such reimbursement shall not be unreasonably withheld.
- 27.02 To be eligible to receive reimbursement, the employee must fulfill two conditions:
- (a) Obtain the UPCE's approval for the proposed training before it commences;
 - (b) Satisfactorily complete the training, including the passing of any final examination related to the course, or if there is no final examination, establish an excellent record of attendance.
- 27.03
- (a) Full reimbursement of the direct expenses of instruction will be made in some circumstances, 50% in others and in some circumstances no reimbursement. In making its decision, the UPCE will consider the immediacy and the degree to which additional training can be applied to the current work.
 - (b) Full reimbursement of the direct expenses of instruction may be approved in situations in which a specific training need in relation to the present work of an employee has been identified. Reimbursement of 50% of the direct expenses of instruction is applicable in other cases where need is less specific, or is based more on opinion than rigorous analysis. This would include situations in which the need cannot be determined precisely, where there is no immediate link between completion of training and assignment of new work to the trainee or where training anticipates long-term general needs of the UPCE
 - (c) Reimbursement will only be approved for training which as a minimum relates directly to the general need of the UPCE and to the reasonable career aspirations of employees.
 - (d) The UPCE will endeavor to meet with each employee at the beginning of every calendar year to discuss training opportunities. The UPCE will provide a response to the employee's request(s) within a reasonable period of time.

- 27.04 In certain instances, the UPCE may require the employee to provide a written undertaking to continue their employment with the UPCE for a specified period following completion of authorized training. If such an undertaking is not honoured by the employee, all or part of the costs of instruction may be recovered from monies owing the employee on termination of their employment.
- 27.05 Examination Leave With Pay
- At the UPCE'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.
- 27.06 Education Leave Without Pay
- The UPCE recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the UPCE, 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 present role more adequately or to undertake studies in some field in order to provide a service which the UPCE requires or is planning to provide. Such requests for leave without pay shall not be unreasonably withheld.
- 27.07 At the UPCE'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 his 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 UPCE, 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 education shall not exceed the amount of the grant, bursary, or scholarship.
- 27.08 Allowances already being received by the employee may, at the discretion of the UPCE, be continued during the period of the education leave. The employee shall be notified, when the leave is approved, whether such allowances are to be continued in whole or in part.

27.09 As a condition of the granting of education leave without pay an employee shall, if required, provide a written undertaking prior to the commencement of the leave to return to the service of the UPCE 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 UPCE on completion of the course;
- (c) Ceases to be employed before termination of the periods the employee has undertaken to serve after the completion of the course;

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

27.10 Career Development Leave With Pay

- (a) Career development refers to an activity which in the opinion of the UPCE is likely to be both of assistance to the individual in furthering their 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 provided by the UPCE;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a seminar, convention, conference, or study session in a specialized field directly related to the employee's work;
 - (iv) language training.
- (b) Upon written application by the employee, and with the approval of the UPCE, career development leave with pay may be granted for any one of the activities described in sub-clause 27.10 (a) above. The employee shall receive no compensation under Article 14 (Overtime) and Article 21 (Compensation for Travel) during the time spent on career development leave provided for in this clause. Such request shall not be unreasonably withheld.

- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the UPCE may deem appropriate.

27.11 Where operational requirements permit, UPCE employees shall be able to attend courses offered by the PSAC/UPCE without loss of pay.

ARTICLE 28 - BILINGUAL BONUS

- 28.01 The UPCE agrees that a bilingual bonus of \$1,300.00 per year shall be payable to all eligible employees of the UPCE who are required by the UPCE to use both official languages when communicating, either orally or in writing, with the membership and with any person, other than regular employees of the Alliance Centre and its Components, with whom the UPCE must establish and maintain communication when such employees are recognized by the UPCE as meeting the language proficiency requirements for their positions.
- 28.02 The bilingual bonus shall be payable to a term employee.
- 28.03 An eligible employee is entitled to receive the bilingual bonus during any period of paid leave up to a maximum of sixty (60) consecutive calendar days.
- 28.04 The bilingual bonus shall be a flat annual amount of \$1,300.00 calculated on a monthly basis and payment will be included in the normal bi-weekly pay.
- 28.05 The bilingual 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

NOTE

Should the PSAC be successful in negotiating an increase to the bilingual bonus in the current round of negotiations with the Canada Post Corporation, the increase will apply to UPCE employees.

ARTICLE 29 - PROBATION FOR NEW EMPLOYEES

- 29.01 New employees shall be considered on probation for a period of six (6) months from the date of employment.
- 29.02 Such probationary period may be extended for just cause by the UPCE. In such event, the UPCE 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.
- 29.03 In the event that a new employee proves unsatisfactory in the performance of their duties, the employee may be released by the UPCE at any time during the probationary period. The reason(s) for the release will be provided to the employee in writing.

ARTICLE 30 - PROMOTIONS AND APPOINTMENTS

- 30.01 (a) Notification of all vacant positions and newly created positions within the bargaining unit shall be conveyed in writing to all employees, so that they shall have an opportunity to make written application for such positions.
- (b) Vacancies to be filled within the bargaining unit, will be first restricted to UPCE employees, the Alliance employees, the Components' employees, and UPCE members.
- 30.02 The promotion to positions within the bargaining unit save and except positions excluded from the collective bargaining process shall be the result of a competition based on the following factors:
- (a) Skill, competence, education and efficiency;
- (b) Where the factors in sub-clause (a) are relatively equal, seniority shall govern.
- 30.03 The UPCE shall not make appointments from outside to any position within the bargaining unit save and except positions excluded from the collective bargaining process until the selection in accordance with clause 30.02 is completed and the selection board determines that there is no qualified candidate.
- 30.04 A successful applicant who was an employee prior to his new appointment within the bargaining unit shall be placed on probation for a period of four (4) months.
- 30.05 In the event an employee is rejected on probation following a promotion from, within the UPCE, the UPCE shall place the employee in their former position.
- 30.06 The salary to which an employee becomes entitled upon appointment in accordance with clause 30.05 shall be that to which the employee would have been entitled in the former position as if the appointment to the higher position had never been made.
- 30.07 Promotions and appointments shall be the subject of arbitration.

- 30.08 If a position is identified as bilingual by the UPCE, unilingual employees will be eligible to make written application, provided that they undertake to become proficient in the other official language within a two (2) year period from the date on which the UPCE approves the employee to commence language training. If an employee fails to meet the language requirements of the position within the above noted two (2) year period, the UPCE shall make every possible effort to place the employee in a position equivalent to his former position. An employee shall be granted leave with pay for the purpose of language training and the UPCE shall bear all costs associated with such training.
- 30.09 The UPCE agrees to consult with the AEU prior to withdrawing from or accepting any amendment to the reciprocal agreement, internal staffing competitions, signed between the UPCE and the Alliance on October 2nd, 1984.

ARTICLE 31 - CALL BACK AND REPORTING PAY

- 31.01
- (a) When an employee is recalled to their place of work after having completed their normal hours of work and having left their place of work, or
 - (b) when an employee is required to report and reports to work on a day of rest or on a designated paid holiday, the employee shall be paid the greater of:
 - (i) Compensation at the applicable overtime rate for all hours worked, or
 - (ii) A minimum of four (4) hours' pay at the straight-time rate provided that the period of overtime worked by the employee is not contiguous to the employee's normal hours of work.

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

- (a) Mileage allowance at the rate normally paid to an employee when authorized by the UPCE 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 provided that the employee submits a receipt for reimbursement.

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

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

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

ARTICLE 32 - DISCIPLINE

32.01 Just Cause and Burden of Proof

- (a) No disciplinary measure in the form of a notice of discipline, suspension, or discharge, or in any other form shall be imposed on any employee without just, reasonable and sufficient cause and without his receiving beforehand or at the same time, a written notice showing the grounds on which a disciplinary measure is being imposed.
- (b) In any arbitration relating to a disciplinary measure, the burden of proof shall rest with the UPCE and such proof shall be confined to the grounds mentioned in the notice referred to in paragraph (a) above.

32.02 Personal File

- (a) The UPCE agrees that there shall be only one personal file for each employee and that no report relating to the employee's conduct or performance may be used against the employee 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 a part thereof unless a copy of the said report is sent to the employee within twenty-five (25) days after the date of the employee's alleged infraction, or of its coming to the attention of the UPCE's alleged source of dissatisfaction with the employee.
- (c) Any unfavorable report concerning an employee and any report concerning an infraction, shall be withdrawn from the file after a period of one (1) year from the date of the alleged infraction provided there is no further infraction of a similar nature.

32.03 Access to Personal File

Upon written request from an employee, and/or the employee's union representative, if authorized by the employee, shall have access to the official personal file of the employee in the presence of an authorized representative of the UPCE.

Disciplinary Interview

- (a) The UPCE agrees to notify an employee at least twenty-four (24) hours in advance of any interview of a disciplinary nature to indicate:
 - (i) The employee's right to be accompanied by a AEU 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 their union representative, the latter with the employee's permission, shall, before the meeting, have access to this file in accordance with clause 32.03.
- (b) The employee has the right to refuse to participate in, or to continue to participate in, any interview of a disciplinary nature, unless the employee has received the notice herein above provided for.
- (c) If the employee fails to appear at the interview and fails to provide a reasonable explanation, the UPCE shall proceed unilaterally.

ARTICLE 33 - SEXUAL AND PERSONAL HARASSMENT

- 33.01 The AEU and the UPCE recognize the right of employees to work in an environment free from sexual and personal harassment, and the UPCE undertakes to discipline any person employed by the UPCE who engages in the sexual or personal harassment of another employee.
- 33.02
- 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 unwelcome.
 - b) Personal harassment shall be defined as any behaviour by any person, that is directed at an employee, and is offensive to that employee and undermines their job performance. Job counseling shall not be considered personal harassment.
- 33.03 For the purpose of Article 33, work environment also includes meetings, seminars, courses, etc. held outside of an employee's normal work location.
- 33.04 An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch by both parties to the collective agreement.

ARTICLE 34 - TECHNOLOGICAL CHANGE

34.01 In this agreement, "technological change" means:

- (a) The introduction by the UPCE of equipment or material of different nature or kind than that previously utilized by the UPCE in the operation of the business, and
- (b) A change in the manner in which the UPCE carries on the work that is directly related to the introduction of that equipment or material.

34.02 In the introduction of technological change, the UPCE will seek ways and means of minimizing adverse effects on employees which might result from such change.

34.03 Notice: When the UPCE is considering the introduction of a technological change:

- (a) The UPCE agrees to notify the AEU as far as possible in advance of his intention and to update the information provided as new developments arise and/or modifications are made.
- (b) The foregoing notwithstanding, the UPCE shall provide the AEU, 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.

34.04 Pertinent information included. The notice mentioned in clause 34.03 shall be provided in writing, and shall contain pertinent data including:

- (a) The nature of the technological change;
- (b) The date on which the UPCE proposes to effect the technological change;
- (c) The approximate number, type and location of employees likely to be affected by the change;
- (d) The effects that the technological change may be expected to have on the employees' working conditions or security of employment;
- (e) All other pertinent data relating to the anticipated effects on employees.

- 34.05 AEU-UPCE meetings on changes. Where the UPCE has notified the AEU of its intention of introducing a technological change, the parties undertake to meet within the next fifteen (15) days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions to minimize the adverse effects on employees which might result from such technological change.
- 34.06 Protection of employees. In order to render effective the principle established in clause 34.02, the UPCE 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 UPCE guarantees continuous employment to all employees covered by this agreement until the signing of the next collective agreement between the parties.
 - (b) Guaranteed rates of pay. For the period of continuous employment guaranteed in the previous sub-clause, an employee shall retain their corresponding rates of pay regardless of any reassignment to other duties.
 - (c) Retraining. Any employee, whether through voluntary or compulsory assignment to a position as a result of these changes, shall be provided with whatever amount of retraining the employee requires during their hours of work with full pay from the UPCE and at no additional cost to the employee. Any employee who refuses to take retraining may be subject to termination of employment.

ARTICLE 35 - HEALTH AND SAFETY

35.01 Preamble

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

35.02 Joint Health and Safety Committee

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

The committee shall provide consideration to and make recommendations on such matters as the safeguarding of health and prevention of hazards to life and property. Particular attention will be paid to questions involving alleged hazardous or unsanitary working conditions. Regular meetings will be held and minutes of all meetings will be issued. Two members of the Health and Safety Committee, one member from Management and one member from the AEU, shall jointly conduct investigations of all accidents involving members of the bargaining unit.

35.03 First-aid training

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

35.04 Special examinations

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

35.05 Medical examinations

Where the UPCE requires an employee to undergo a medical examination by a designated qualified practitioner, the examination will be conducted at no expense to the employee. The results of all medical examinations will be made available to employees upon request.

35.06 Operating procedures

The UPCE will provide safe operating procedures and training to employees in the handling of materials, operating of equipment and exposure to toxic substances.

35.07 Injured employees

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

35.08 Health and safety information

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

35.09 Imminent danger

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

35.10 Grievance procedure

The existence of health and safety hazards in the workplace are subject to Article 24 (Grievance Procedure) of this collective agreement.

ARTICLE 36 - EXPENSES AND ALLOWANCES FOR OFFICERS

- 36.01 Officers shall be reimbursed for the use of their privately owned automobile on UPCE business, as per the National Joint Council Directive, as amended from time to time.
- 36.02 When in the course of performing their duties for the UPCE, an officer is required, by the UPCE to use transportation other than their own automobile, the UPCE will pay the full cost of such transportation.
- 36.03 An officer shall be considered to be in travel status during each day where the officer:
- (a) is out of the headquarters area on approved UPCE business for any period of time which includes one (1) meal or more; or
 - (b) is out of the headquarters area on approved UPCE business for a period of time which includes the supper hour and overnight accommodation is required; or
 - (c) is required, by the UPCE, to be in-residence at a commercial establishment on UPCE business.

ARTICLE 37 - TRAVEL STATUS REIMBURSABLE EXPENSES

- 37.01 When an employee is on travel status, the employee shall be reimbursed in the following manner for expenses incurred while performing their duties for the UPCE:
- For each day that the employee is on travel status and meals must be purchased by the employee, the amount of reimbursement shall be in accordance with the provisions of clause 14.08 d) to cover the cost of meals plus the incidental expense as outlined and amended from time to time in the National Joint Council Directive.
- 37.02 When in the course of performing their duties for the UPCE, an employee requires overnight accommodation, the employee shall be reimbursed the cost of hotel accommodation upon the provision of receipts, and in accordance with the PSAC Travel Policy. If the employee chooses to make private arrangements for overnight accommodation, the employee shall be reimbursed at the private accommodation rate outlined and amended from time to time in the National Joint Council Directive.
- 37.03 Upon the provision of receipts, employees shall be reimbursed for all parking expenses incurred while performing their duties for the UPCE.
- 37.04 Employees shall be reimbursed for all toll fees incurred while performing their duties for the UPCE.
- 37.05 In addition to paying the specific allowances, benefits, and reimbursable expenses outlined in this Article, the UPCE shall reimburse employees for other reasonable expenses incurred while performing their duties for the UPCE, provided that the employee has received prior authorization for such expenses and that such expenses are supported by receipts.
- 37.06* **For the duration of the travel, the employee on travel status should be allowed to use reasonable means of communication, including but not limited to internet/Wifi access and cell phone coverage. The employee should use preferably services at no extra cost when they are available and secure. The extra cost shall be preapproved by UPCE and reported on the travel claim, if applicable.**

ARTICLE 38 - SALARY PROTECTION

- 38.00
- (a) Where an employee is involuntarily moved from their substantive position to a position having a lower salary rate, the employee shall continue to receive the salary of their former substantive position.
 - (b) The salary referred to in a) shall include salary increases and increments.

ARTICLE 39 - MODIFICATION, TERM, RENEWAL OF AGREEMENT

- 39.01 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 provides to the other party notice in writing that it desires its termination or amendment.
- 39.02 Either party desiring to propose changes or amendments to this agreement shall, within ninety (90) days prior to the expiry date, provide notice in writing to the other party. A meeting of the parties will be convened within twenty (20) days of the date on which the notice was served to exchange demands.
- 39.03 This agreement may be amended by mutual consent of both parties.
- 39.04 The parties hereby agree that no changes shall be made in existing rates of pay without mutual consent. The parties further agree that if the UPCE creates any new positions or substantially modifies the duties of any existing positions for which the rates of pay are not specified in the existing collective agreement, that the agreement will be re-opened in order to allow to negotiate mutually acceptable rates of pay for the new positions.
- 39.05 This agreement shall be binding and remain in effect from May 1, 2021 up to and including April 30, 2024.

ARTICLE 40 - SENIORITY

- 40.01 Seniority shall consist of uninterrupted employment with the UPCE, Alliance and its Components.
- 40.02 The provisions concerning seniority apply to full-time employees.
- 40.03 The seniority list will be calculated on the basis of continuous service as defined in clause 40.01 above, and will subsequently include days lost or gained for seniority purposes (from the effective date that the list is compiled)
- 40.04 Seniority shall be used to accommodate the employee preferences in the following cases:
- (a) Selection of work schedules within the work section within positions of a similar nature;
 - (b) Choice of vacation periods within the work section within position of a similar nature;
 - (c) In the application of job security provisions;
 - (d) Where the factors in Article 30.02 (a) are relatively equal, seniority shall govern.
- 40.05 An employee shall forfeit seniority in the following cases:
- (a) Resignation or abandonment;
 - (b) Discharge (dismissal);
 - (c) If the employee is assigned, promoted or demoted, transferred, loaned or appointed outside the bargaining unit, unless the employee returns to his former position within six (6) months.
- 40.06 An employee retains but does not accumulate seniority for continuous absences in excess of three (3) months in the following cases:
- (a) Clause 17.13 Leave without Pay for the Care and Nurturing of Pre-School Age Children.
 - (b) Clause 17.12 Leave Without Pay for Personal Needs;

(c) Clause 17.14 Leave Without Pay to Accompany Spouse.

40.07

(a) Seniority list shall indicate the following:

- (i) Name of employee
- (ii) Date of appointment
- (iii) Job title
- (iv) Seniority date

(b) Within sixty (60) calendar days of the posting of seniority list an employee may challenge their seniority credit, stating the reasons for such challenge.

If the employee is absent during all of this sixty (60) day period, the employee may raise the challenge within the next sixty (60) days.

(c) Once this sixty (60) day period has ended, the list(s) shall be considered official subject to any challenges raised.

(d) In cases of amendment, the UPCE shall advise the AEU in writing and the reasons therefore.

ARTICLE 41 - JOB SECURITY

- 41.01 The UPCE agrees that employees employed in the Bargaining Unit as of the date of signing of this Collective Agreement shall not be subject to lay-off during the term of this Agreement.

ARTICLE 42 - WORK IN THE BARGAINING UNIT

Bargaining Unit work will not be contracted out to non-bargaining unit members.

ARTICLE 43 - VOLUNTARY EARLY RETIREMENT/SEVERANCE

At the UPCE's discretion, a voluntary early retirement or a separation incentive may be offered at any time to any employee. Where the UPCE meets with the employee to advise them of such opportunities, the employee may request and be represented by a union representative.

ARTICLE 44 - COOLING-OFF PERIOD

- 44.01 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 the employee does so within three (3) consecutive working days.

APPENDIX A - RATES OF PAY
RATES OF PAY AEU - UNIT VI -- May 1st, 2021 to April 30, 2024

Band 6

01-May-20	63243	65144	67095	69106	71180
2% 2021-05-01	64508	66447	68437	70488	72604
2% 2022-05-01	65798	67776	69806	71898	74056
2% 2023-05-01	67114	69131	71202	73336	75537

Band 7

May 1st 2020	69896	71992	74152	76378	78668
2% May 1, 2021	71294	73432	75635	77906	80241
2% May 1, 2022	72720	74900	77148	79464	81846
2% May 1, 2023	74174	76398	78691	81053	83483

Band 8

May 1st 2020	76550	78842	81210	83650	86156
2% May 1, 2021	78081	80419	82834	85323	87879
2% May 1, 2022	79643	82027	84491	87029	89637
2% May 1, 2023	81235	83668	86181	88770	91429

Band 9

May 1st 2020	83204	85700	88273	90920	93647
2% May 1, 2021	84868	87414	90038	92738	95520
2% May 1, 2022	86565	89162	91839	94593	97430
2% May 1, 2023	88297	90946	93676	96485	99379

Band 10

May 1st 2020	89858	92559	95337	98188	101137
2% May 1, 2021	91655	94410	97244	100152	103160
2% May 1, 2022	93488	96298	99189	102155	105223
2% May 1, 2023	95358	98224	101172	104198	107327

Band 11

May 1st 2020	98413	101367	104408	107539	110766
2% May 1, 2021	100381	103394	106496	109690	112981
2% May 1, 2022	102389	105462	108626	111884	115241
2% May 1, 2023	104437	107571	110799	114121	117546

APPENDIX B - RECREATIONAL ACTIVITY

MEMORANDUM OF AGREEMENT

BETWEEN

THE UNION OF POSTAL COMMUNICATIONS EMPLOYEES

AND

THE ALLIANCE EMPLOYEES' UNION

The parties agree that there is a need to participate in some recreational activity. To this end the UPCE agrees to reimburse all employees \$650.00 per year payable once a year between January and December upon request of the employee.

APPENDIX C - TELEWORK

MEMORANDUM OF AGREEMENT

BETWEEN

THE UNION OF POSTAL COMMUNICATIONS EMPLOYEES

AND

THE ALLIANCE EMPLOYEES' UNION

Telework*:

UPCE may grant permission to the employees, at the employees' request, to work occasionally from a location outside of UPCE headquarters, on a voluntary basis and at no extra cost for the employer, based on operational requirements. Such request shall not be unreasonably restricted or denied.

The parties will agree to establish a telework agreement within 60 days of the signature of the MOA.

APPENDIX D - PRE-RETIREMENT TRANSITION LEAVE

MEMORANDUM OF AGREEMENT

BETWEEN

THE UNION OF POSTAL COMMUNICATIONS EMPLOYEES

AND

THE ALLIANCE EMPLOYEES' UNION

Re: pre-retirement transition leave *

PREAMBLE:

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.

OBJECTIVE:

To provide flexibility in working arrangements to help employees better balance their work and personal lives and make the transition into retirement easier, while at the same time providing organizational benefits.

REQUIREMENTS:

Pre-retirement transition leave (PRTL) enables employees who are within one year of retirement to reduce their work week by up to twenty percent (20%). Pay for participating employees will be adjusted to reflect the shorter work week, but pension, severance and benefits coverage, as well as premiums and contributions, continue at pre-arrangement levels. Employees may take PRTL for up to one (1) year but must agree to resign at the end of the leave period.

Approval for PRTL is subject to managerial discretion, based upon operational requirements.

To be eligible for PRTL employees must:

- (a) Be eligible for a pension at the start of the leave arrangement, or be within

- one (1) year of becoming eligible for a pension.
- (b) Agree not to work for another employer paying into the same pension plan during the leave;
- (c) Agree not to participate in a Compressed Days Off (CDO) arrangement during the leave.

Cancellation of approved leave arrangements will be considered only in rare or unforeseen circumstances. Where cancelled by employee, repayment to the employer of the premiums and contributions that would otherwise not have been required with reduced hours, shall become the responsibility of the employee. Where cancelled by the employer, any reasonable costs associated with the cancellation may be submitted by the employee for consideration by the employer. Changes to approved leave arrangements may be made only in rare or unforeseen circumstances. Employee requests to change or cancel leave arrangements must be made in writing with not less than thirty (30) days' notice.

This MOA will expire upon expiry of the collective agreement.

November 1st
SIGNED IN OTTAWA, _____, 2021

UNION OF POSTAL COMMUNICATIONS
EMPLOYEES

C. Labonté

Claudia Labonté

Denise Tremblay

Denise Tremblay

ALLIANCE EMPLOYEES'
UNION

Louis Bisson

Louis Bisson

Lyne Cabana

Lyne Cabana