

COLLECTIVE AGREEMENT

between the

**UNION OF CANADIAN TRANSPORTATION EMPLOYEES
(EMPLOYER)**

and the

**ALLIANCE EMPLOYEES' UNION (UNIT XI)
(UNION)**

From May 1, 2022, to April 30, 2025

AEU UNIT XI COLLECTIVE AGREEMENT

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ARTICLE 1 PURPOSE

1.01 It is the desire of both parties to this agreement:

- (a) to maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, services, etc.;
- (c) to encourage efficiency in the operation of the Union of Canadian Transportation Employees (UCTE) and to provide the best service to its members;
- (d) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

ARTICLE 2 DEFINITION AND RECOGNITION

2.01 For the purpose of this Agreement,

- (a) "Bargaining unit" means the employees of the Employer, as described in Article 2 (Recognition).
- (b) A "common-law spouse" relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be their spouse, and continues to live with that person as if that person were their spouse irrespective of gender.
- (c) "Compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave or when compensatory leave is paid in cash shall be based on the employee's hourly rate of pay received on the day immediately prior to the day on which leave is taken.
- (d) "employee" means a person who is a member of the bargaining unit including term and part-time employees.

- (e) "Employer" means the Union of Canadian Transportation Employees.
- (f) "spouse" means a person to whom an employee is legally married, or a person with whom an employee has cohabited for a continuous period of at least one (1) year and who has been identified to the Employer as the employee's spouse irrespective of gender.
- (g) "term employee" means a person who is employed by the Employer for a specific period of time to perform duties either on a full-time or part-time basis but who ceases to be employed when the specified period of time is terminated unless the specified period of time is extended by another specified period of time or terminated prior to the specified period
- (h) "Union" means the employees' certified bargaining agent.
- (i) "President" means the National President of the UCTE or their alternate.

2.02 The Employer recognizes the Union as the sole exclusive bargaining agent for the non-excluded non-labour relations officers (as per Memorandum of Agreement, Appendix "D") of the Employer and hereby consents and agrees to negotiate with the Union concerning matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

2.03 No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives which conflict with the terms of this Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

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

ARTICLE 4 UNION SECURITY

- 4.01 All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union. All future employees of the Employer shall, as a condition of continuing employment, become and remain members in good standing in the Union within thirty (30) days of employment with the Employer.
- 4.02 The Employer shall deduct from the pay of each employee and deposit to the account of the Union, an amount of membership dues as determined by the Union.
- 4.03 All competition posters issued by the Employer to fill vacancies of the bargaining unit shall note that the terms and conditions of employment are negotiated with the Union.

ARTICLE 5 APPOINTMENT OF REPRESENTATIVES

- 5.01 (a) The Employer acknowledges the right of the Union to appoint employees as representatives of the Union.
- (b) The Union agrees to limit the appointment of representatives to a reasonable number.
- (c) The Union shall notify the Employer, in writing, of the names of the representatives.
- 5.02 A duly elected representative shall obtain the permission of their immediate supervisor before leaving their work to investigate with employees of UCTE, PSAC and other Components complaints of an urgent nature, to meet with management for the purpose of dealing with grievances and to attend meetings called by management of UCTE, PSAC and Components. Such permission shall not be unreasonably withheld. The representative shall report back to their immediate supervisor before resuming their normal duties. Regularly scheduled hours of work time spent by the representative of Unit XI shall be paid by UCTE to a maximum of 35 hours per annum.
- 5.03 The Employer agrees to limit to two (2) AEU Unit XI members and one (1) AEU negotiator selected by the Union as their committee for bargaining and handling of other matters arising out of the Agreement. Such members shall suffer no loss of salary carrying out these functions while meeting with management.

- 5.04 The employer shall grant AEU members up to two (2) hours during work time, to meet for the purpose of bargaining preparation.

ARTICLE 6 MATTERS OF MUTUAL CONCERN

- 6.01 The Employer agrees to engage in meaningful consultation on all matters not specifically covered by the present collective agreement.
- 6.02 Copies of all changes in policies or rules and regulations adopted by the National Executive of the UCTE which affect the members of the AEU are to be forwarded to the AEU Bargaining Unit members within fifteen (15) days of such change or adoption.

ARTICLE 7 GRIEVANCE PROCEDURE

- 7.01 A grievance is any written complaint made by an employee or group of employees who feel they have been treated unjustly or consider themselves aggrieved by any action or lack of action by the Employer, in matters other than the classification grievance process.
- 7.02 Before submitting a grievance an employee shall be encouraged to discuss the matter with the Employer. An employee may, if they desire, be assisted or represented by the Union during such discussions.
- 7.03 The Union shall represent the employee at each step of the grievance procedure unless the employee waives their right to representation.
- 7.04 Step 1
- An employee may submit a grievance. The National Vice-President is the authorized representative of the Employer at Step 1.
- 7.05 Step 2
- If the National Vice-President does not deal with the grievance to the employee's satisfaction, the employee may submit the grievance to Step 2, which shall be the National President.

7.06 Step 3

If the National President does not deal with the grievance to the employee's satisfaction, the Union may submit the grievance to a mutually acceptable third party. If the parties do not agree on a third party, the matter shall be referred to the appropriate Minister of Labour, who will be requested to appoint an arbitrator.

7.07 The arbitrator shall within seven (7) days render their written decision in accordance with this Agreement. Such decision shall be final and binding on both parties. Expenses shall be shared equally by the Employer and the Union.

7.08 The Employer shall grant time off with pay to the grievor and their representative concerning the grievance, when such a meeting is convened by the Employer.

7.09 (a) **Step 1** - A grievance must be presented at the first step within twenty-five (25) working days of the employee becoming aware of the circumstance giving rise to the grievance. The Employer shall render their decision in writing within twenty (20) working days of receipt of the grievance at Step 1.

(b) **Step 2** - If the Employer's reply is not satisfactory to the employee or failing a reply at Step 1, the employee has ten (10) working days from the expiry of the time limit in clause 7.09 (a) in which to transmit the grievance at Step 2. The Employer shall render their decision in writing within ten (10) working days of receipt of the grievance at Step 2.

(c) **Step 3** - Failing satisfactory settlement at Step 2, the employee has thirty (30) working days from the expiry of the time limit for response at Step 2 in which to transmit their grievance to arbitration.

(d) Extension of time limits may be granted by mutual written agreement between the Employer and the employee, and where applicable, the Union.

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

- 7.11 When an employee is awarded a disciplinary action resulting in suspension and/or discharge or when an employee is released for incompetence or incapacity except during their initial probationary period, the grievance procedure set forth in this agreement shall apply, except that the grievance may be presented at Step 2 of the procedure should both parties agree.
- 7.12 If the appointed arbitrator is unable to complete their written decision as the result of unforeseen circumstances, an alternate shall be appointed as per clause 7.06.
- 7.13 A grievance related to the interpretation or application of the collective agreement must be authorized by the Union prior to its presentation to the Employer.

ARTICLE 8 CROSSING OF PICKET LINES

- 8.01 Employees shall have the right to refrain from crossing legal picket lines without suffering loss of pay or benefits. Employees who exercise this right shall immediately contact the Employer. In the event the Employer secures temporary office accommodation which would not cause or require employees to cross a legal picket line, employees will report for work at such temporary place of work.

ARTICLE 9 RETENTION OF RIGHTS AND PRIVILEGES

- 9.01 Should the Employer merge, amalgamate or combine any of its operations or functions with another organization during the term of this agreement, the Employer, through whatever merger agreement involved, will protect the current benefits and conditions of employment of the members of the Bargaining Unit.
- 9.02 The UCTE agrees that existing terms and conditions of employment, as per the *Ontario Labour Code*, shall continue throughout the life of the Agreement. Prior to any contemplated change(s), negotiations between the UCTE and the AEU shall take place.
- 9.03 Except in extreme or unusual circumstances, work normally performed by employees within the bargaining unit shall not be assigned to or performed by any person outside of the bargaining unit, except with the mutual agreement of the Employer and the bargaining agent.

ARTICLE 10 PAID DESIGNATED HOLIDAYS

10.01 The following days shall be paid designated holidays for all employees each year:

- a) *New Year's Day*
- b) *January 2nd*
- c) *Family Day*
- d) *Good Friday*
- e) *Easter Monday*
- f) *Sovereign's Birthday*
- g) *Dominion Day*
- h) *Civic Holiday (first Monday in August)*
- i) *Labour Day*
- j) *Thanksgiving Day*
- k) *Remembrance Day*
- l) *Christmas Day*
- m) *Boxing Day*
- n) *And one additional day when proclaimed by an Act of Parliament as a National Holiday.*

10.02 When a paid designated holiday coincides with an employee's scheduled day(s) of rest, it shall be moved to the employee's first normal working day following their day(s) of rest, unless otherwise mutually agreed between the employee and the Employer.

10.03 Employees required to work on a designated paid holiday shall be paid for such work performed at double time (2) their regular or acting rate of pay, in addition to their regular or acting pay for the day.

ARTICLE 11 LEAVE - GENERAL

11.01 Leave credits shall be based on the fiscal year commencing January 1st and ending December 31st.

11.02 An employee who is entitled to receive at least ten (10) days pay in each calendar month of a fiscal year shall earn leave at the applicable rates.

11.03 When an employee has been granted more paid leave than they have earned and their employment is terminated for any reason except discharge, abandonment of position or resignation, the

employee is considered to have earned the amount of leave granted.

- 11.04 With the approval of the Employer, employees who are on strength at the beginning of any year shall be entitled to take anticipated leave prior to such leave being earned, and such approval will not be unreasonably withheld.
- 11.05 The transfer of Leave Credits Agreement between the Employer, the Public Service Alliance of Canada and other participating Components shall apply.

ARTICLE 12 VACATION LEAVE WITH PAY

- 12.01 Three (3) weeks upon commencing employment
Four (4) weeks after four (4) years
Five (5) weeks after nine (9) years
Six (6) weeks after sixteen (16) years
Seven (7) weeks after twenty-five (25) years
- 12.02 Every effort shall be made to allow vacation when requested by employees. Employees are expected to take all their vacation leave during the vacation year in which it was earned.
- 12.03 Upon request and with the approval of the Employer, an employee shall be entitled to carry over any unused vacation leave credits into the next year.
- 12.04 Holiday coinciding with a day of paid leave.

When a day that is a designated paid holiday for an employee falls within a period of leave with pay, that day shall count as a holiday and not a day of leave.
- 12.05 Vacation Pay on Termination.

An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- 12.06 Approved Leave of Absence during Vacation.

Where an employee is sick or qualifies for bereavement or any other approved leave during their period of vacation, there shall be

no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option, as mutually agreed. The employee shall provide satisfactory evidence of their hospitalization or bereavement.

12.07 Vacation pay

If an employee provides a minimum of one-week notice, their regular pay shall be given to that employee on their last pay day prior to the commencement of their vacation period.

- 12.08
- (a) When the Employer cancels a period of approved vacation leave, the Employer shall reimburse the employee for all cancellation fees and non-refundable expenses incurred by the employee.
 - (b) When, during any period of vacation leave with pay, an employee is required to duty, they shall be reimbursed for actual expenses that they incur:
 - (i) in proceeding to their place of duty. For greater clarity, the Employer shall not pay travel costs to travel to and from the employee's place of residence and the work place.
 - (ii) in returning to the place from which they were recalled if they immediately resume vacation upon completing the assignment for which they were recalled, after submitting such accounts as are normally required by UCTE.

- 12.09
- If, at the end of the vacation year an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one half ($\frac{1}{2}$) day, the entitlement shall be increased to the nearest one half ($\frac{1}{2}$)day.

ARTICLE 13 SPECIAL LEAVE WITH OR WITHOUT PAY

- 13.01
- (a) At the request of the employee and with the approval of the Employer, leave of absence without pay may be granted for the purpose of being a candidate in federal, provincial or municipal elections.

- (b) An employee who is elected to public office pursuant to clause 13.01 (a) shall be allowed leave of absence without pay during their term of office.
- (c) Where there is a need, the Employer shall continue to pay the share of premiums to the various insurance and "Other Benefit" plans during the period of leave of absence without pay referred to in Section 13.01 (a) and (b).

13.02 Bereavement Leave

- (a) An employee shall be granted up to five (5) days' leave without loss of salary in the case of the death of a parent (including foster parent), spouse (including common-law), sibling (including step and foster siblings), child (including stepchildren), mother-in-law, father-in-law, grandparent, grandchild, former guardian or any relative in the employee's household or with whom the employee permanently resides and anyone for whom the employee has power of attorney and a person for whom the employee has a legal duty of care. Where burial occurs outside the province of the employee, such leave may include, as well, reasonable traveling time, the latter not to exceed seven (7) days.
- (b) An employee is entitled to special leave with pay, up to a maximum of two (2) days leave, in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law.
- (c) An employee is entitled to one (1) day's bereavement leave with pay for the purpose relating to the death of the employee's aunt, uncle, niece or nephew.
- (d) An employee is entitled to one day's special leave with pay when they are named as an Executor of Estate, to carry out their duties.
- (e) It is recognized by the parties that circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner other than that provided for in clause 13.02.

13.03 Jury or Court Witness Duty

The Employer shall grant leave of absence to an employee who is called as a juror or witness in any court. The Employer shall pay such an employee the difference between their earnings and the payment they receive for jury service or court witness excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

13.04 Other Leave With or Without Pay

At its discretion, the Employer may grant:

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

13.05 Maternity Leave

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and their newborn child is hospitalized,
 - or
 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which their newborn child is hospitalized, the period of maternity leave without pay defined in paragraph (a) 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.
- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that their pregnancy terminates;
 - (ii) use their sick leave credits up to and beyond the date that their pregnancy terminates, subject to the provisions set out in Article 15, *Sick Leave With Pay*. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 15, *Sick Leave With Pay*, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of their plans for taking leave with and without pay to cover their absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

13.06 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that they:
 - (i) have completed six (6) months of continuous employment before the commencement of their maternity leave without pay,
 - (ii) provide the Employer with proof that they have applied for and are in receipt of maternity benefits under the Employment Insurance or Quebec Parental Insurance Plan in respect of insurable employment with the Employer, and
 - (iii) have signed an agreement with the Employer stating that:

(A) they will return to work on the expiry date of their maternity leave without pay unless the return to work date is modified by the approval of another form of leave;

(8) following their return to work, as described in section (A), they will work for a period equal to the period they were in receipt of maternity allowance;

(C) should they fail to return to work in accordance with section (A), or should they return to work but fail to work for the total period specified in section (8), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (8), or having become disabled as defined in the *Public Service Superannuation Act*, they will be indebted to the Employer for an amount determined as follows:

(allowance received)	X (remaining period to be worked following their return to work)
	[total period to be worked as specified in (B)]

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

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity 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,

- (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or Quebec Parental Insurance plan, they are eligible to receive the difference between ninety-three per cent (93%) of their weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in their maternity benefit to which they would have been eligible if no extra monies had been earned during this period.
- (iii) (i) and (ii) for when the employee chooses to use up to 12 months leave, for periods from 12 months to 15 months, the Supplementary Employment Benefit will be divided proportionately per month.
- (d) At the employee's request, the payment referred to in subparagraph 13.06(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental Insurance maternity benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that they may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for their substantive level to which they are appointed.
 - (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate they were being paid on that day.
 - (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- U) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

13.07

Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 13.06(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Longterm Disability (LTD) Insurance or the *Workplace Safety and Insurance Act* prevents them from receiving Employment Insurance or Quebec Parental Insurance maternity benefits,
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 13.06(a), other than those specified in sections (A) and (B) of subparagraph 13.06(a)(iii), shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of their weekly rate of pay and the gross amount of their weekly disability benefit under the DI Plan, the LTD Plan or via the *Workplace Safety and Insurance Act*.
- (b) An employee shall be paid an allowance under this clause and under clause 13.06 for a combined period of no more than the number of weeks during which they would have been eligible for maternity benefits under the Employment Insurance or Quebec

Parental Insurance Plan had they not been disqualified from Employment Insurance or Quebec Parental Insurance maternity benefits for the reasons described in subparagraph (a)(i).

13.08 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two weeks (52) period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods.
- (d) Notwithstanding paragraphs (a) and (b):
 - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or
 - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which their child is hospitalized, the period of parental leave without pay specified 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. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

- (e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement date of such leave.
- (f) The Employer may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

13.09 Parental Allowance

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing they:
 - (i) have completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provide the Employer with proof that they have applied for and are in receipt of parental, paternity or adoption benefits under the Employment Insurance or Quebec Parental Insurance Plan in respect of insurable employment with the Employer,

and
 - (iii) have signed an agreement with the Employer stating that:
 - (A) the employee will return to work on the expiry date of their parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (8) following their return to work, as described in section (A), the employee will work for a period equal to the period the

employee was in receipt of the parental allowance, in addition to the period of time referred to in section 13.09(a)(iii)(B), if applicable;

(C) should they fail to return to work in accordance with section (A) or should they return to work but fail to work the total period specified in section (8), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (8), or having become disabled as defined in the *Public Service Superannuation Act*, they will be indebted to the Employer for an amount determined as follows:

(allowance received) X (remaining period to be worked
following their return to work)

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

however, an employee whose specified period of employment expired and who is rehired within a period of ninety (90) days or less is not indebted for the amount if their new period of employment is sufficient to meet the obligations specified in section (8).

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

Quebec Parental Insurance Plan, they are eligible to receive the difference between ninety-three per cent (93%) of their weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in their parental, adoption or paternity benefit to which they would have been eligible if no extra monies had been earned during this period.

- (iii) 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 Quebec Parental Insurance Plan and thereafter remains on parental leave without pay, they are eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period.
 - (iv) (i) and (ii) for when the employee chooses to use up to 12 months leave, for periods from 12 months to 15 months, the Supplementary Employment Benefit will be divided proportionately per month.
- (d) At the employee's request, the payment referred to in subparagraph 13.09(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI or QPIP parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that they are required to repay pursuant to the *Employment Insurance Act or the Parental Insurance Act in Quebec*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by

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

- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which they are appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- U) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum combined maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

13.10 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 13.09(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance or via the *Workplace Safety and Insurance Act* prevents the employee from receiving Employment Insurance or Quebec Parental Insurance Plan benefits,
 - and
 - {ii} has satisfied all of the other eligibility criteria specified in paragraph 13.09(a), other than those specified in sections (A) and {B} of subparagraph 13.09{a}{iii}, shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount

of their weekly disability benefit under the DI Plan, the LTD Plan or via the *Workplace Safety and Insurance Act*.

An employee shall be paid an allowance under this clause and under clause 13.03 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or Quebec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Quebec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

13.11 Marriage Leave with Pay

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

13.12 Leave with Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (including common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parent (including stepparents or foster parents) or any relative residing in the employee's household or with whom the employee permanently resides.
- (b) Leave with pay for family-related responsibilities shall be granted as follows:
 - (i) leave with pay to provide for the immediate and temporary care of a sick member of the employee's family;
 - (ii) leave with pay to take a member of the employee's family for medical or dental appointments, or for appointments with appropriate school authorities or adoption agencies, or long-term care agencies.
- (c) The total of the leave with pay granted under this section, i.e., Leave with Pay for Family-Related Responsibilities during a fiscal year shall not exceed the weekly scheduled hours of the employee plus one day.
- (d) With the agreement of the employer, an employee may request an advance of up to 50% of this leave allotment of the next year.

13.13 Leave without Pay for Personal Needs

- (a) Subject to operational requirements, the Employer may grant leave without pay for a period of up to one year to an employee for personal needs, including parental and other family related reasons.
- (b) Leave without pay in excess of three months, granted under paragraph (a) shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved.
- (c) Leave without pay granted under this clause may not be extended and may not be used in combination with maternity, paternity or adoption leave.

13.14 Leave Without Pay for the Compassionate Care of Family Member

- (a) Both parties recognize the importance to access to leave to provide care or support to a gravely ill family member with a significant risk of death.
- (b) For the purpose of this Article, family will be defined as in the *Employment Insurance Act*.
- (c) Subject to sub-clause b), an employee shall be granted leave without pay for the compassionate care of a family member in accordance with the following conditions:
 - (i) an employee shall notify the Employer in writing, as far in advance as possible, but not less than two (2) weeks of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
 - (ii) an employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

- (d) Leave granted under this article shall be for a minimum period of one (1) week.
- (e) If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised of circumstances under which they would have been eligible for compassionate care leave without pay under sub-clauses b) and c), the employee shall be granted compassionate care without pay and their paid leave credits shall be restored to the extent of any concurrent compassionate care leave without pay granted.
- (f) Critical Illness Leave: for employees to provide care for a critically-ill family member
 - (i) Critical illness leave is unpaid job-protected leave of absence of up to 37 weeks in relation to a critically ill minor child, or 17 weeks in relation to a critically ill adult within a 52-week period
 - (ii) Critical illness leave may be taken to provide care or support to a critically ill minor child or adult who is a family member of the employee for whom a qualified health practitioner has issued a certificate stating:
 - (a) that the minor child is a critically ill minor child, or the adult is a critically ill adult who requires the care or support of one or more family members, and
 - (b) sets out the period during which the minor child or adult requires the care or support.
 - (iii) A "minor child" means a child, stepchild, foster child, common law step child or child who is under legal guardianship, and who is under 18 years of age.
 - (iv) An "adult" means a person who is 18 years of age or older.
 - (v) "Critically ill" means that a person's baseline state of health has significantly changed, and their life is at risk as a result of an illness or injury. It does not include chronic conditions.
 - (vi) The specified family members do not have to live in Ontario in order for the employee to be eligible for critical illness leave.
 - (vii) Employer is entitled to ask an employee for a copy of the

certificate of the qualified health practitioner to provide proof that they are eligible for a critical illness leave. The employee is required to provide the copy as soon as possible after the employer requests it.

(g) Compassionate Care Allowance

- (i) An employee who has been on Compassionate Care Leave Without Pay, shall be paid a compassionate care allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause ii), provided they:
 - (a) have completed six (6) months of continuous employment before the commencement of leave without pay;
 - (b) provides the Employer with proof that they have applied for and are in receipt of compassionate care benefits of the *Employment Insurance Act* in respect of insurable employment with the Employer.
- (ii) Compassionate Care Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance Compassionate Care benefits, ninety-three percent (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 that employee receives Compassionate Care benefits, the difference between the gross weekly amount of the Employment Insurance Compassionate Care benefits they are eligible to receive and ninety-three percent (93%) of their weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which they would have been eligible if no extra monies had been earned during this period.
- iii) At the employee's request, the payment referred to in sub-clause 13.14 g) ii) a) will be estimated and advanced to the

employee. . Adjustments will be made once the employee provides proof of receipt of EI compassionate benefits.

iv) Transitional Provisions

If, on the date of signature of this Agreement, any employee is currently on Compassionate Care leave without pay or has requested a period of such leave without pay but has not commenced the leave, they shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

13.15 Domestic/Sexual Violence Leave

- (a) Domestic or sexual violence leave is a job-protected leave of absence. It provides up to 15 days paid and 15 weeks unpaid total in a calendar year of time off to be taken for specific purposes when an employee or an employee's child has experienced or been threatened with domestic or sexual violence.
- (b) This leave includes necessary medical assistance from a counselor, a need to relocate, seek legal advice or participating in a family court, civil or criminal trial related to or resulting from the domestic or sexual violence.
- (c) An employee is not entitled to this leave if the employee committed the domestic or sexual violence.
- (d) "Child" means a child, step-child, child under legal guardianship or foster child who is under 18 years of age.
- (e) There is no pro-rating of the 15-day entitlement. An employee who begins work partway through a calendar year is still entitled to 15 days during the remainder of that year.

13.16 Personal Responsibilities Leave/Medical and Dental Appointments

The employer shall grant leave with pay to an employee for an employee's personal responsibilities. Total leave with pay which may be granted shall not exceed 15 hours in a fiscal year.

ARTICLE 14 VOLUNTEER LEAVE

14.01 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, one (1) day of leave with pay to work as a volunteer for a charitable or community organization or activity that is not political in nature.

The employer will not inquire as to the nature of the volunteer activity or request proof of participation.

ARTICLE 15 SICK LEAVE

15.01 An employee shall earn sick leave credits at the rate of one and a half (1½) days for each calendar month for which that employee receives pay for at least ten (10) days.

15.02 Granting of Sick Leave

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

(a) A medical certificate is provided for medical leave of more than five (5) business days.

and

(b) that the employee has the necessary sick leave credits.

15.03 An employee shall not be granted sick leave with pay during any period in which that employee is on leave of absence without pay or under suspension.

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

15.05 Unused sick leave credits shall be considered and counted as service for the purposes of Article 16 upon termination of an employee's services.

- 15.06 The Employer shall reimburse the employee for medical certificates related to accommodation issues or in instances where the Employer requires a medical opinion from the employee's personal physician.

ARTICLE 16 SEVERANCE PAY

- 16.01 An employee with ten (10) or more years of service will be entitled to severance pay upon ceasing to be an employee of the Union of Canadian Transportation Employees, equal to two (2) weeks earnings for the first year of service and one (1) week for each additional year. Such an amount will be calculated on the basis of the rate of pay effective at the time of termination or retirement.
- 16.02 Notwithstanding 16.01, an employee who has less than ten (10) years of service and who ceases to be employed for any reason other than resignation or dismissal, the employee or their estate shall be paid severance pay equal to one (1) week's earnings for every completed year of service. Where an employee ceases to be employed for reason of resignation, the employee shall be paid severance pay equal to ½ week's earnings for every completed year of service.
- 16.03 Severance pay entitlement shall be subject to the Transfer of Leave Credits Agreement between the Employer, the Public Service Alliance of Canada, and other participating Components.

ARTICLE 17 HOURS OF WORK AND OVERTIME

- 17.01 (a) The scheduled work week shall be thirty-five (35) hours from Monday to Friday inclusive and scheduled work day shall be seven (7) consecutive hours between the hours of 7:00 am to 6:00 pm, exclusive of a lunch period. An employee's daily schedule hours of work shall be mutually agreed to by the Employer and employee.
- (b) Notwithstanding the provisions of Article 17.01(a), employees may, with the approval of the Employer, complete their weekly hours of work in a period other than five (5) days provided that, over a period to be average of thirty-five (35) hours per week. In every such period, employees shall be granted days of rest on days not scheduled as normal work days for them.

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- 17.02 Except where operational requirements do not permit, the Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.
- 17.03 (a) Except as provided in 17.03(b), an employee who is required to work overtime is entitled to compensation at time and one-half (1½) for all overtime hours worked on a normal working day and for the first seven (7) hours on their first day of rest.
- (b) An employee is entitled to compensation at double (2) time for all hours worked on their second or subsequent days of rest and for all hours after four (4) consecutive hours of overtime on a regular working day or after seven (7) consecutive hours of work on their first day of rest.
- 17.04 (a) Overtime shall be compensated in cash except where upon request of an employee, and with the approval of the Employer, overtime may be compensated in equivalent compensatory leave with pay.
- (b) The Employer shall grant compensatory leave with pay at times convenient to both the employee and the Employer. Compensatory leave with pay not used by the end of a twelve (12) month period ending December 31st of each year will be paid in cash.
- 17.05 (a) Employees shall record starting and finishing times of overtime work on a form determined by the Employer.
- (b) An employee may request compensation for overtime worked without prior authorization only when it was worked in response to an unforeseen or urgent situation. The employee must demonstrate that the work could not be done during regular scheduled hours and/or that the employee had no control over the duration of the overtime worked.
- 17.06 An employee who works three (3) or more hours of overtime immediately before or immediately following their scheduled hours of work, shall be entitled to the appropriate meal allowance, as per the employer's Travel Meal Rates except where free meals are provided.
- 17.07 The Employer shall make every reasonable effort to avoid excessive overtime.

17.08 When an employee is required to work outside of their regular hours of work, and is required to make alternate family care arrangements, the employer shall reimburse an employee who is a parent or guardian of a young child or children for the cost of substitute care. The reimbursement will be as follows:

(a) Unlicensed caregiver

(i) The actual amount up to a maximum of \$15 per hour, up to a maximum rate of \$100 per day for each 24- hour period for the first family member;

(ii) The actual amount up to a maximum of \$10 per hour, up to a maximum rate of \$70 per day for each 24-hour period for each additional family member.

(b) Licensed caregiver

(i) If care is provided by a licensed agency/attendant, the actual fees will be reimbursed.

In both cases, receipts are required.

17.09 An employee has the right to request part-time employment.

17.10 If an employee is granted part-time employment, benefits will be those specified in the collective agreement and shall be received on a pro- rata basis, according to the employee's regular hours of work. However, because of their nature, the "Other Benefits" described in Article 20 of this agreement will not be pro-rated and will be provided to part-time employees as a full entitlement.

ARTICLE 18 PAY ADMINISTRATION

18.01 All employees shall be paid in accordance with Appendix "A". For annual increment purposes, the anniversary date of an employee shall be the hiring date, or in the case of promotion or reclassification employees' present increment dates are not affected.

18.02 In the case of promotion, the employee shall receive a salary increase equivalent to at least one (1) pay increment in their former range of pay.

18.03 If the Employer anticipates the introduction of a new classification structure, it shall be subject to meaningful consultation with the Union.

- 18.04 Where a salary increment and a salary revision are effected on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.
- 18.05 To determine the employee's rate of pay, the negotiated increase shall be applied to the employee's range and such increase shall be applied to the employee's present rate.
- 18.06 All employees shall be paid on a bi-weekly basis on alternate Thursdays. If a paid designated holiday falls on a Thursday which is designated as a pay day, the pay day shall be on the preceding day.
- 18.07 When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis for a period of at least five (5) consecutive working days, that employee shall be paid acting pay calculated from the day on which that employee commenced to act as if that employee had been appointed to that higher classification level for the period in which that employee acts.
- 18.08 Should the classification level of the position of an employee be reclassified downward, the employee's personal classification level and pay entitlements shall not be adversely affected and shall be maintained.
- 18.09 Reimbursement of all retroactive pay, benefit allowances and adjustments shall be made by the Employer within thirty (30) days of the date of signing of this collective agreement.
- 18.10 The rates of pay in Appendix "A" that are effective at the signing of the agreement shall apply to persons who have ceased to be employed in this bargaining unit during the retroactive period.
- 18.11 The Employer will indicate on each employee's T-4 Supplementary the total of all Union dues and the total of all charitable donations deducted for each taxation year.
- 18.12 Once in the employee's career, they shall be given leave with pay to attend a pre-retirement session not to exceed \$500, which will be reimbursed by the employer upon presentation of a receipt.

ARTICLE 19 EMPLOYEE TRAVEL

- 19.01 When required to travel on union business, an employee shall be reimbursed in accordance with UCTE Regulations for reasonable expenses incurred.

ARTICLE 20 OTHER BENEFITS

20.01 Pension Benefits

Effective August 1, 2002, the terms and conditions of the PSAC Pension Plan shall apply to the employees covered by this Agreement.

20.02 Salary Continuation Plan

The Employer shall pay one hundred per cent (100%) of the premiums of a "salary continuation plan", in the event of sickness.

20.03 Group Life Insurance

The Employer shall pay one hundred per cent (100%) of the premiums of the group life insurance plan as underwritten and currently in effect.

20.04 Medical Insurance

The Employers shall pay one hundred percent (100%) of the premiums of a recognized group supplementary hospitalization and medical insurance plan currently in effect.

20.05 Parking

- (a) The Employer shall pay one hundred percent (100%) of the monthly parking charges up to the maximum of the outdoor parking rate. Or
- (b) The Employer shall reimburse the employees using public transportation (bus pass) one hundred percent (100%) of the amount paid.

20.06 Dental Care Plan

The Employer shall pay one hundred percent (100%) of the premiums of the group dental care plan currently in effect.

20.07 Vision Plan

The Employer shall pay one hundred percent (100%) of the premium for a vision care plan.

20.08 Recreational Allowance

The parties agree that there is a need to participate in some recreational activity to alleviate stress associated with the work functions. To this end the Employer agrees to provide all employees **\$1000.00** per year paid on the first pay in January.

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

The term employee will be required to submit a claim for the reimbursement in the usual manner on or after January 1st of any year. If the term employee ceases to be an employee prior to January 1st the term employee may claim 1/12' of the Allowance for each complete month of work upon termination.

20.09 Employee Assistance Program

The UCTE shall pay one hundred per cent (100%) of the monthly costs for the PSAC Employee Assistance Program.

ARTICLE 21 CLASSIFICATION GRIEVANCE PROCESS

21.01 An employee is entitled to a copy of the description of the duties of their position. The job description shall be written jointly by the employee and the Employer.

21.02 In order to be considered as valid and adequately describing the duties of a position, the description of the duties must be signed by the employee and a duly authorized representative of the Employer.

21.03 An employee may request a review of the classification of their position. When such request is made in writing, the description of the duties of the employee's position will be referred to the Public Service Alliance of Canada for review and evaluation by a Classification Officer. The results of such a review and evaluation

shall include classification level and point rating by factor and be provided to the employee in writing.

- 21.04 An employee who is not satisfied with the result of the classification review may submit a classification grievance. Such a grievance must be in writing and submitted to the Employer within twenty-five (25) days of the employee being made aware of the results of the review.
- 21.05 The classification grievance will be referred without delay to an arbitrator who shall render a final and binding decision.
- 21.06 The arbitrator shall not be an employee of the Public Service Alliance of Canada or its Components and shall be selected by the Employer in consultation with the Union and shall be required to render their decision within twenty (20) days of the grievance hearing.
- 21.07 Unless there are significant changes to the duties and/or responsibilities of their position, an employee may not submit a classification grievance more than once.

ARTICLE 22 EMPLOYEE PERFORMANCE REVIEW

- (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be given to the employee at that time. An employee's signature on their assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The Employer's representative(s) who assess(es) an employee's performance must have observed the employee's performance for at least one half ($\frac{1}{2}$) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.

ARTICLE 23 LAY-OFFS

- 23.01 No employee shall be laid off during the term of this agreement, unless the membership of the Union of Canadian Transportation Employees drops lower than 7,500 members.
- 23.02 Employees subject to lay off caused by a merger, downsizing or lack of work, shall receive a sixty (60) days' notice of affected status followed by a six (6) months' surplus notice. The Employer shall offer a cash settlement of fifty-two (52) weeks in lieu of surplus period plus their severance pay as outlined in Article 16 of this Agreement. Payment arrangements can be established between employer and employees.

ARTICLE 24 SENIORITY

- 24.01 Seniority shall consist of uninterrupted employment with UCTE, the Alliance and its Components.
- 24.02 The provisions concerning seniority apply to full-time employees.
- 24.03 The seniority list will be calculated on the basis of continuous service as defined in clause 24.01 above and will consequently include days lost or gained for seniority purposes (from the effective date that the list is compiled).
- 24.04 Seniority shall be used to accommodate the employees' preferences in their choice of vacation periods.
- 24.05 Where factors in Article 34 "Promotions and Appointments" are equal, seniority shall govern.

ARTICLE 25 NO HARASSMENT AND VIOLENCE IN THE WORKPLACE

- 25.01 The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment and violence. The Employer undertakes to discipline any person employed by the Employer engaging in harassment or violence of another employee.
- (a) Sexual harassment shall be defined as, but not limited to, any incident or series of incidents related to sexuality, that

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may be verbal, physical, deliberate, unsolicited or unwelcome.

- (b) Personal harassment shall be defined as any behavior by any person that is directed at an employee and is offensive to that employee and undermines their job performance. Job counseling shall not be considered personal harassment.
- (c) "Workplace harassment" means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome;
- (d) "Workplace violence" means
 - (i) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
 - (ii) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
 - (iii) a statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

For the purposes of this Article, workplace also includes meetings, seminars, courses, etc. held outside of an employee's normal work location where the employee is engaged in UCTE's work related activities.

Complaints and grievances shall be handled with all possible confidentiality.

The Employer, employees or the Union shall have the option of a one-step grievance procedure. The Employer will appoint a person responsible for dealing with a complaint of harassment or violence. The complaint and investigation process will be handled in accordance with the *Ontario Occupational Health and Safety Act* and principals of procedural fairness.

If the grievance is not dealt with to the satisfaction of the grievor(s), the grievance may be referred to arbitration.

ARTICLE 26 DISCIPLINE

26.01 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 where practical without their receiving beforehand a written notice showing the grounds on which a disciplinary measure is imposed.
- (b) In any arbitration relating to a disciplinary measure, the burden of proof shall rest with the Employer and such proof shall be confined to the grounds mentioned in the notice referred to in paragraph (a) above.

26.02 Personal File

- (a) The Employer 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 during 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 Employer, or of the Employer's alleged source of dissatisfaction with them.
- (c) Any unfavourable 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 infraction provided there is no further infraction of a similar nature.

26.03 Access to Personal File

Upon written request from an employee, they and/or their 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 management.

26.04 Disciplinary Interview

- (a) The Employer agrees to notify an employee at least twenty-four (24) hours in advance of any interview of a disciplinary nature and to indicate:
 - (i) their right to be accompanied by a union representative;
 - (ii) the purpose of the meeting, including whether it involves the employee's personal file;
 - (iii) that if the employee's personal file is to be considered during the interview, the employee and/or their union representative, the latter with the employee's permission, shall before the meeting, have access to this file in accordance with clause 26.03.
- (b) The employee has the right to refuse to participate or to continue to participate in any interview of a disciplinary nature unless they have received the notice herein above provided for.
- (c) This Article shall not limit, in any way, the right of Management to discuss with employees problems that may arise of a non-disciplinary nature.

ARTICLE 27 TECHNOLOGICAL CHANGE

27.01 In this agreement, "technological change" means:

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

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

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27.03 Notice:

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

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

27.04 Pertinent information shall be included:

The notice mentioned in clause 27.03 shall be given in writing and shall contain pertinent data, including:

- (a) the nature of the technological change;
- (b) the date on which the Employer proposes to effect the technological changes;
- (c) the approximate number, type and location of employees likely to be affected by the change;
- (d) the effects 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.

27.05 Union/Management meetings on changes.

Where the Employer has notified the Union of its intention of introducing a technological change, the parties undertake to meet within the next 15 days and to hold constructive and meaningful consultation in an effort to reach agreement on solutions to minimize the adverse effects on employees which might result from such technological change.

ARTICLE 28 INFORMATION TO EMPLOYEES

28.01 The Employer shall provide annually each employee with a statement of their leave credits.

- 28.02 The Employer shall provide each employee in the bargaining unit with a signed copy of this Collective Agreement within thirty (30) days of the Agreement being signed.

ARTICLE 29 HUMAN RIGHTS

- 29.01 The Employer agrees that it will continue its policy of no discrimination with respect to any employee in the matter of hiring, wage rates, training or promotion, transfer, discipline, discharge and any other practice or otherwise by reason of age, race, creed, colour, national origin, political, personal, social affiliation, sex, marital status, sexual orientation, disability, gender identity/expression, criminal conviction for which a pardon has been granted and any other provision recognized under both the *Canadian Human Rights Code* or the *Ontario Human Rights Code*.

ARTICLE 30 PROBATION FOR NEW EMPLOYEES

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

ARTICLE 31 HEALTH AND SAFETY

- 31.01 The Employer agrees to take appropriate measures as deemed necessary with a view to ensuring that employees, during their course of employment, work in a safe and healthy environment.
- 31.02 When an employee refuses to work in case of dangerous situations in accordance with the Ontario Occupational Health and Safety Legislation, the employee shall not be disciplined.
- 31.03 When following an investigation, the inspector (as per the Ontario Occupational Health and Safety Legislation) determines that danger is not present and the employee is informed of this, the employee no longer has the right to continue to withdraw from work and could be subject to a disciplinary action.
- 31.04 The existence of health and safety hazards in the workplace is subject to Article 7 (Grievance Procedure) of this Collective Agreement.

ARTICLE 32 RECLASSIFICATION

- 32.01 Where a position is reclassified and
- (a) there is only one employee performing such duties, the incumbent will be reclassified, if they are qualified to perform the duties of the reclassified position.
 - (b) if the incumbent is not considered qualified to perform the full range of duties of the reclassified position and there were significant changes made to the duties, the employee shall be granted a period of at least six (6) months of familiarization and training time to qualify.
 - (c) if the incumbent is still considered not qualified to perform the duties of the newly reclassified position, after the training, the Employer will make every effort to appoint them to a position at their previous classification and level.

ARTICLE 33 EDUCATION AND TRAINING

- 33.01 An employee who undertakes a course outside their normal hours of work shall be reimbursed in whole for the direct expense of instruction that is, the expenses which must be paid to complete the training and which are not primarily of a personal character. Such reimbursement shall not be unreasonably withheld.
- 33.02 To be eligible to receive reimbursement the employee must fulfill two conditions:
- (a) obtain the Employer's approval for the proposed training before it commences; and
 - (b) satisfactorily complete the training, including the passing of any final examination related to the course, or if there is no final examination, establish a satisfactory record of attendance with certification by the training or educational institute.
- 33.03 Reimbursement by the Employer shall be made within ten (10) days of satisfactory proof being given to the Employer, in accordance with 32.02.

AEU UNIT XI COLLECTIVE AGREEMENT

- 33.04 An employee who completes a course paid for by UCTE shall reimburse UCTE if the employee leaves the position within 12 months of taking such course prorated over one (1) year.
- 33.05 At the Employer's discretion, examination leave with pay shall be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work.
- 33.06 An employee shall be able to attend courses offered by the PSAC and any other courses required for their position without loss of pay which are pre-approved by the Employer.
- 33.07 The UCTE shall, at its own discretion, reimburse the employee their professional annual fees in order for the employee to remain a member in good standing with their profession's governing body. UCTE shall pay when the professional fees are directly related to the duties performed and/or on behalf of the UCTE.

ARTICLE 34 PROMOTIONS AND APPOINTMENTS

- 34.01 Notification of all vacant and newly created positions within the Component shall be conveyed in writing to all employees of the bargaining unit so that they shall have an opportunity to make written applications for such positions.
- 34.02 The promotion of employees to positions within the Component shall be the result of a competition based on the following factors:
- a) skill, competence and efficiency;
 - b) continuous employment with the Alliance and its Components.
- 34.03 The Employer shall not make appointments from outside the Component until the selection in accordance with clause 34.02 is completed and the selection board determines that there is no qualified candidate.
- 34.04 A successful applicant who was an employee prior to their new appointment within the bargaining unit shall be placed on probation for a period of three (3) months.
- 34.05 In the event an employee is rejected on probation following a promotion from within the UCTE, the Employer shall make every effort to place the employee in their former group and level.

AEU UNIT XI COLLECTIVE AGREEMENT

- 34.06 The salary to which an employee becomes entitled upon reappointment in accordance with clause 34.05 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.
- 34.07 If the employee is required to transfer, they shall not be required to serve a new probationary period.
- 34.08 Promotions and appointments shall be the subject of arbitration.

ARTICLE 35 NATIONAL CONFERENCES AND CONVENTIONS

- 35.01 All staff who participate in the national conferences or conventions will be entitled to all benefits in accordance with this collective agreement as well as the UCTE meal policy, UCTE family leave policy and UCTE travel policy.
- 35.02 Kilometric entitlement will be calculated as follows:
Workdays – total kilometers less the regular travel it takes to get to the National Office location.
Days of rest, weekends and statutory holidays – total kilometers without any deductions
- 35.03 The employer recognizes that some staff may require overnight accommodations to perform the necessary duties required to successfully deliver the event. This will be determined by the employer with the affected staff persons on a case by case basis.

ARTICLE 36 DURATION OF THE AGREEMENT

- 36.01 This Agreement shall remain in force and effect from May 1, 2022, to April 30, 2025.
- 36.02 Either party wishing to make changes or amendments to this agreement shall, within sixty (60) days prior to the expiry date, give notice in writing to the other party. A meeting of the parties will be convened within twenty (20) days of the date on which the notice was served to commence bargaining unless the parties agree to an extension of time.

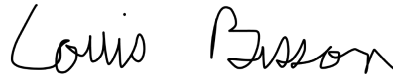
AEU UNIT XI COLLECTIVE AGREEMENT

36.03 This Agreement may be reopened for negotiations upon consent of both parties.

**UNION OF CANADIAN
TRANSPORTATION
EMPLOYEES**



**ALLIANCE
EMPLOYEES' UNION
(UNIT XI)**



In OTTAWA, Ontario on this 9 day of March 2023.

AEU UNIT XI COLLECTIVE AGREEMENT

APPENDIX "A"
RATES OF PAY

May. 01, 2022 2.50%
May. 01, 2023 2.50%
May. 01, 2024 2.50%

Effective Date	Level	MIN				MAX
	1	36,880	37,985	39,125	40,347	41,507
May.01, 2022		37,802	38,935	40,103	41,356	42,545
May.01, 2023		38,747	39,908	41,106	42,390	43,608
May.01, 2024		39,716	40,906	42,133	43,449	44,698
	2	41,791	43,046	44,337	45,667	47,039
May.01, 2022		42,836	44,122	45,445	46,809	48,215
May.01, 2023		43,907	45,225	46,582	47,979	49,420
May.01, 2024		45,004	46,356	47,746	49,178	50,656
	3	46,705	48,107	49,551	51,037	52,569
May.01, 2022		47,873	49,310	50,790	52,313	53,883
May.01, 2023		49,069	50,542	52,060	53,621	55,230
May.01, 2024		50,296	51,806	53,361	54,961	56,611
	4	51,619	53,169	54,763	56,407	58,098
May.01, 2022		52,909	54,498	56,132	57,817	59,550
May.01, 2023		54,232	55,861	57,535	59,263	61,039
May.01, 2024		55,588	57,257	58,974	60,744	62,565
	5	58,497	60,252	62,058	63,922	65,839
May.01, 2022		59,959	61,758	63,609	65,520	67,485
May.01, 2023		61,458	63,302	65,200	67,158	69,172
May.01, 2024		62,995	64,885	66,830	68,837	70,901
	6	65,378	67,341	69,359	71,441	73,583
May.01, 2022		67,012	69,025	71,093	73,227	75,423
May.01, 2023		68,688	70,750	72,870	75,058	77,308
May.01, 2024		70,405	72,519	74,692	76,934	79,241
	7	72,259	74,424	76,657	78,959	81,325
May.01, 2022		74,065	76,285	78,573	80,933	83,358
May.01, 2023		75,917	78,192	80,538	82,956	85,442
May.01, 2024		77,815	80,147	82,551	85,030	87,578

AEU UNIT XI COLLECTIVE AGREEMENT

Effective Date	Level	MIN				MAX
	8	79,134	81,509	83,955	86,474	89,067
May.01, 2022		81,112	83,547	86,054	88,636	91,294
May.01, 2023		83,140	85,635	88,205	90,852	93,576
May.01, 2024		85,219	87,776	90,410	93,123	95,915
	9	86,015	88,594	91,252	93,990	96,809
May.01, 2022		88,165	90,809	93,533	96,340	99,229
May.01, 2023		90,370	93,079	95,872	98,748	101,710
May.01, 2024		92,629	95,406	98,268	101,217	104,253
	10	92,893	95,681	98,548	101,507	104,552
May.01, 2022		95,215	98,073	101,012	104,045	107,166
May.01, 2023		97,596	100,525	103,537	106,646	109,845
May.01, 2024		100,036	103,038	106,125	109,312	112,591
	11	101,736	104,789	107,930	111,172	114,503
May.01, 2022		104,279	107,409	110,628	113,951	117,366
May.01, 2023		106,886	110,094	113,394	116,800	120,300
May.01, 2024		109,559	112,846	116,229	119,720	123,307
	12	110,581	113,896	117,315	120,833	124,461
May.01, 2022		113,346	116,743	120,248	123,854	127,573
May.01, 2023		116,179	119,662	123,254	126,950	130,762
May.01, 2024		119,084	122,654	126,335	130,124	134,031

APPENDIX " B "

GUIDELINES FOR UNION/MANAGEMENT CONSULTATION

BETWEEN

**THE UNION OF CANADIAN TRANSPORTATION EMPLOYEES
(MANAGEMENT)**

AND

THE ALLIANCE EMPLOYEES' UNION (UNION)

PREAMBLE

The purpose of a Consultation Committee is to provide a medium for the free exchange of information between Management and Union representatives. Such discussions should enable employees to be informed about and to discuss policies, conditions, problems and programs. Proposed changes should be communicated through this medium. Similarly, the employee spokesperson can communicate their views to Management on any subjects which are of importance to them. Such committees have no authority to amend the provisions of collective agreements or regulations affecting employees' terms and conditions of employment.

The intent and purpose of consultation dictate that in arriving at decisions, Management gives careful consideration to views put forward by employee representatives.

In establishing consultation committees, UCTE and the Union are in agreement that consultation is a useful, constructive exercise in promoting understanding and problem solving between Management and the Union. Therefore, both parties accept the responsibility to help make it work effectively and to encourage its acceptance by all. To that end, both parties will provide assistance and education to their representatives to ensure the efficient functioning of the consultation process.

Committees consult in a consultative capacity. To consult does not imply unanimous or majority agreement, nor does it in any way interfere with either Management's authority, its obligation to manage, or a Union's legal rights. It follows that neither party to the consultation process could, for example, expect the intent of the collective agreement to be subject to modification or amendment through the consultative process. Since collective agreements prescribe the manner in which grievances are to be

AEU UNIT XI COLLECTIVE AGREEMENT

processed, formal grievances shall not be introduced at consultation meetings.

. On the other hand, it is recognized that inhibiting the flow of communications on what might be regarded as a technicality could dampen the enthusiasm of participants in the process. Further, the absence of a sincere desire to have effective consultation on any matters of concern between Management and employee representatives can lead to frustrations and, eventually, failure of the consultation process. The intent is to have a free flow of communications recognizing the limitations explained above.

It follows from the above principle and comments that problems will be resolved, or arrangements arrived at, from a consensus of opinion of both parties rather than by a vote.

Committees shall operate in an environment in which an employee representative feels that they can express themselves freely without real or imagined apprehension that their individual relations with UCTE may be affected by any statement made by them in good faith in their representative capacity. Consultation is also designed to encourage the development and maintenance of harmonious relationships between UCTE and the Union. These guidelines are not intended to be restrictive, but to serve as a framework within which the Committee can operate effectively.

PROCEDURAL FRAMEWORK

General

The guidelines established herein shall serve as the basis for joint consultation proceedings.

Agendas

Prior to consultation meetings, each party will advise the other of items it wishes to have placed on the agenda at least two weeks prior to the date of the meeting. Where necessary, short explanatory notes will be included on each item to permit proper preparation. Management will prepare and distribute the agenda to the committee at least three (3) days prior to the date of the meeting.

Sub-committees

Where the parties agree, sub-committees composed of both Management and Union representatives may be established to carry out detailed investigations of problems and make recommendations to the committee for resolution. Sub-committee reports shall be submitted to the consultation committee.

Minutes of meetings

Management will prepare minutes of each committee meeting and will assign a responsible individual to perform this task. Ideally, and where feasible, in order to ensure accurate, complete yet brief minutes, an effort should be made to assign an individual to this task who is not involved full-time as a major participant at the consultation meeting.

At the conclusion of the meeting, the individual assigned to prepare the minutes will summarize the results. Within fifteen (15) working days following each meeting, the minutes will be sent to the Union for signature. Unless any discrepancies or differences of opinion are noted, the Union will return one (1) signed copy within ten (10) working days for reproduction and distribution.

Sufficient copies as required will be distributed by UCTE to the Union. Each party will be responsible for the distribution of minutes to their principals. When minutes have been signed by both parties, they will be posted in appropriate locations where the information will be readily available to employees.

AEU UNIT XI COLLECTIVE AGREEMENT

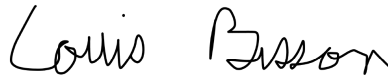
Frequency of meetings

Meetings are to be held in Ottawa twice per year, or as requested by either party. The President of UCTE or their delegated representative will act as chairperson of the Management side, while the AEU President or their delegated representative will act as the Union chairperson.

**UNION OF CANADIAN
TRANSPORTATION
EMPLOYEES**



**ALLIANCE
EMPLOYEES' UNION
(UNIT XI)**



In OTTAWA, Ontario on this 9 day of March 2023.

APPENDIX "C"

MEMORANDUM OF AGREEMENT

BETWEEN

THE UNION OF CANADIAN TRANSPORTATION EMPLOYEES

AND

THE ALLIANCE EMPLOYEES' UNION

A bilingual bonus of \$1,300.00 per year shall be paid to any employee whose position is identified by the Employer as bilingual, at the same time as the first pay of the year but on a separate deposit, if the incumbent meets the bilingual language requirements of the position.

**UNION OF CANADIAN
TRANSPORTATION
EMPLOYEES**



**ALLIANCE
EMPLOYEES' UNION
(UNIT XI)**



In OTTAWA, Ontario on this 9 day of March 2023.

APPENDIX "D"

MEMORANDUM OF AGREEMENT

BETWEEN

THE UNION OF CANADIAN TRANSPORTATION EMPLOYEES

AND

THE ALLIANCE EMPLOYEES' UNION

UNIT XI

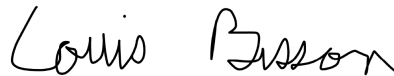
The Employer recognizes the Alliance Employees Union (Unit XI) as the exclusive bargaining agent for all of its employees save and except those employees employed in a confidential capacity or those employed as Labour Relations Officers. For greater certainty, the agreed excluded positions are listed below:

36.01.1 Executive Assistant to the National President

**UNION OF CANADIAN
TRANSPORTATION
EMPLOYEES**



**ALLIANCE
EMPLOYEES' UNION
(UNIT XI)**



In OTTAWA, Ontario on this 9 day of March 2023.

APPENDIX "E"

LETTER OF UNDERSTANDING

BETWEEN

THE UNION OF CANADIAN TRANSPORTATION EMPLOYEES

AND

THE AEU UNIT XI

The parties recognize the necessity and benefit of occasionally staffing positions on a term basis. For that reason, a "term employee" shall be defined as "a person who is employed by the UCTE for a specified period of time but who ceases to be employed by the UCTE when the specified period of time (or its extension) terminates."

For greater certainty, the provisions of Article 23 (lay-off) shall not apply when a term employee ceases to be employed by the UCTE when the specified period of time (or its extension) terminates.

The Employer may terminate a term employee before the end of the specified period of time but shall provide 5 days' notice of such termination.

No term employee shall be appointed for a specified period of more than one year except, and only, with the written agreement of the AEU.

Any term employee who has been continuously employed for a period of three years or more in the same position shall be considered an indeterminate employee and shall be appointed on an indeterminate basis to the position they occupy, without competition. This is notwithstanding article 34 in the AEU Collective Agreement.

Any term employee who has been continuously employed for a period of one year or more, shall for one year from the day on which their specified period expires, be notified in writing by the UCTE National Vice-President of any UCTE competition open to the general public.

AEU UNIT XI COLLECTIVE AGREEMENT

The parties agree that this letter of understanding will form part of the collective

**UNION OF CANADIAN
TRANSPORTATION
EMPLOYEES**

**ALLIANCE
EMPLOYEES'
UNION (UNIT XI)**



In OTTAWA, Ontario on this 9 day of March 2023.

APPENDIX "F"

LETTER OF UNDERSTANDING

BETWEEN

THE UNION OF CANADIAN TRANSPORTATION EMPLOYEES

AND

THE AEU UNIT XI

For greater clarity, The UCTE agrees to have both English and French versions of the collective agreement available for employees. Should there be a dispute due to translation, the AEU agrees that the English version of the agreement will be the presiding version.

**UNION OF CANADIAN
TRANSPORTATION
EMPLOYEES**

**ALLIANCE
EMPLOYEES' UNION
(UNIT XI)**



In OTTAWA, Ontario on this 9 day of March 2023.

APPENDIX "G"

LETTER OF UNDERSTANDING

BETWEEN

THE UNION OF CANADIAN TRANSPORTATION EMPLOYEES

AND

THE AEU UNIT XI

Subject to the approval of the employer, an employee shall be granted their request to work from their place of residence, at no cost to the Employer. Such approval shall not be arbitrarily withheld.

**UNION OF CANADIAN
TRANSPORTATION
EMPLOYEES**

**ALLIANCE
EMPLOYEES' UNION
(UNIT XI)**



In OTTAWA, Ontario on this 9 day of March 2023.

