



UNION OF NATIONAL DEFENCE EMPLOYEES

AND



ALLIANCE EMPLOYEES' UNION – UNIT 18

Respecting the renewal of the Collective Agreement

Between the parties

Effective – January 1, 2021

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## **ARTICLE 1**

### **PURPOSE AND DEFINITIONS**

1.01 The purpose of this agreement is to provide equitable remuneration, fair, reasonable and safe working conditions, and a method of resolving disputes and grievances arising out of the application of the terms and conditions of this agreement. To assist in this purpose, the parties agree to continue the Labour-Management Relations Committee of which decisions affecting employees will be discussed prior to implementation.

1.02 The Employer recognizes that the introduction of electronic data processing equipment, computer equipment or automated machines should be accomplished with due regard for the employees. In the event of changes affecting employees on staff, the Employer will offer training. Should training not be the solution for an employee, the Employer will discuss re-assignment. Such re-assignment will be in accord with the terms of this Collective Agreement.

#### **1.03 Definitions**

- a) "Day(s) of rest" refers to Saturday and Sunday;
- b) "Scheduled day off" refers to the Monday or Friday (or alternative working day off in the event of a Statutory Holiday falling on the said Monday or Friday) scheduled as day off in establishing the 4-day week

## **ARTICLE 2**

### **RIGHTS**

2.01 Subject to Articles 5.01 and 7.04, the rights, benefits and privileges of this agreement shall apply to all members of the Bargaining Unit.

## **ARTICLE 3**

### **BARGAINING AGENT**

3.01 The Employer recognizes the Alliance Employees' Union as the sole Collective Bargaining Agent for all employees within the Bargaining Unit 18.

## **ARTICLE 4**

### **EMPLOYER RIGHTS**

4.01 The Union recognizes that the Employer has sole rights and the obligation to manage the Employer's National Office and appoint staff by the National Executive, through the National President, except as modified by this collective agreement, and to hire, promote, demote, transfer, suspend, discharge, or otherwise discipline any employee for just cause, subject to the collective agreement and the grievance procedure.

4.02 The union recognizes that the National Executive operates by delegation and that through the Employer's By-laws, all direct authority is placed on the incumbents of the position of National President and Executive Vice-President.

## **ARTICLE 5**

### **THE BARGAINING UNIT**

5.01 The bargaining unit will be comprised of all persons employed by the Employer in the administrative/support positions.

## **ARTICLE 6**

### **NEGOTIATIONS**

6.01 The Union Negotiating Committee shall consist of two (2) members, excluding the AEU Chief Negotiator.

## **ARTICLE 7**

### **UNION SECURITY**

7.01 The Employer agrees that all members of the bargaining unit shall maintain union membership as a condition of employment. New full-time employees, subject to Article 5.01, shall become members of the Union upon date of employment.

7.02 Should the Employer merge, amalgamate, combine, or have absorbed any of its operations or functions with another organization, the Employer, through whatever merger agreement might be involved, agrees that all employees of this bargaining unit will continue to be employed, and all benefits and conditions of employment held by the employee will continue.

7.03 The Employer agrees to deduct the amount authorized as Union fees, dues and assessments, twice a month, and to transmit the monies as collected to the Treasurer of the Bargaining Agent together with a list of employees for whom such deductions were made.

7.04 A new employee on probation shall enjoy all benefits and rights under this agreement except the entitlement to vacation leave, except where there is a mutual agreement between the Employer and the employee prior to hiring that the employee be allowed vacation leave during the probationary period, and recourse to the grievance procedure if dismissed during probation.

## **ARTICLE 8**

### **HOURS OF WORK**

8.01 The regular working week shall be divided into five (5) days from Monday to Friday inclusive; Saturdays and Sundays shall be days of rest.

8.02

- a) hours of work per day shall be eight (8), with a minimum of one-half (1/2) hour lunch period and a maximum of one (1) hour lunch period.
- b) the maximum regular hours of work per week shall be 32.
- c) the Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.

8.03 Daily hours shall be worked between 8 a.m. and 5 p.m. unless otherwise mutually scheduled between the Employer and the Union; the Union agrees that a "core-hour" period from 8:30 a.m. to 4:30 p.m. will be adequately staffed and that the Employer has the right to alter individual daily work schedules if this is not done.

8.04 Individual workweek schedules will observe the following criteria:

- a) adequate staffing to provide services on working Mondays and Fridays (or alternative working days in the event of Statutory Holidays).
- b) Mondays and Fridays will be the only days (except alternative working days in the event of Statutory Holidays) considered as "scheduled days off" in establishing 32 hours ("4-day week") schedules.

8.05 Periodic schedules will be prepared by the Employer and distributed to the applicable staff; deviations will only be permitted with the Employer's approval. An

employee may request a change of schedule but the Employer can require two (2) weeks' notice. Schedules will not be posted.

### **Maternity-Related Reassignment**

**8.06** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24<sup>th</sup>) week following the birth, request that the Employer modify her job functions or reassign her to another job with no loss of pay if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or the health of the fetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate workplace committee or the health and safety representative.

**8.07** Job Sharing. The Employer agrees to meet and discuss the ideas involved in job-sharing if the Union will table proposals which can be examined in respect to the potential impact on operations, employee benefits, and Employer benefit costs amongst other items which occur in such an examination.

## **ARTICLE 9**

### **OVERTIME**

#### **9.01** Overtime Compensation

- a) all hours worked in excess of and continuous to the regular working day, as indicated for an employee under Article 8, shall be considered as overtime and shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. The hourly rate of pay shall be calculated as per Article 31.02 a).
- b) all hours worked on a Saturday, Sunday or scheduled day off shall be considered as overtime and shall be paid at the rate of double the employee's regular hourly rate of pay. The hourly rate of pay shall be calculated as per Article 31.02 a).
- c) all hours worked on a paid designated holiday shall be considered as overtime and shall be paid at the rate of two and one-half (2½) times the employee's regular hourly rate of pay. The hourly rate of pay shall be calculated as per Article 31.02 a).

**9.02** All employees shall be entitled to at least four (4) hours notice when required to work overtime, except in the case of a sudden emergency. Employees asked to work overtime have the right to refuse for just cause.

### 9.03 Call-back

- a) an employee who has completed his/her regular day's work and has left the office and is then called into work, shall be guaranteed at least four (4) hours at straight time or overtime compensation as time and one-half (1 1/2), whichever is the greater.
- b) in all cases of call-back overtime requirements, overtime payments shall begin at the time the employee commences the overtime work and shall cease when the employee is finished work.

9.04 Overtime must be pre-authorized by the Employer.

### 9.05 Meal Allowances

- a) if an employee is required to work three (3) or more hours overtime after a regular work day, a meal allowance equivalent to the current meal rate established for the Union of National Defence Employees (UNDE) may be claimed. Such expenses shall not be reimbursed if a free meal is provided, unless the employee is unable to partake of the free meal.
- b) if an employee is required to work overtime on a day of rest or a paid designated holiday, and such overtime includes a meal period, a meal allowance equivalent to the current meal rate established for UNDE may be claimed. Such expenses shall not be reimbursed if a free meal is provided, unless the employee is unable to partake of the free meal.
- c) in the event an employee is required by the Employer to attend a local course, seminar, conference, or other training, a meal allowance equivalent to the current meal rate established for UNDE may be claimed.

9.06 Subject to Article 9.10 a), all employees required to work overtime, to attend training as contemplated in Article 9.05 c) or to work at the Triennial Convention, and who use their own personal mode of transportation may claim and be paid mileage at the same rate as the current travel rate established for UNDE. Those employees using other means may claim the costs of such transportation provided it has been pre-approved by the Employer.

9.07 Any overtime shall be divided equitably among the readily available employees who are willing and qualified to perform the work required.

9.08 No part-time or casual employee will work overtime where a qualified full-time employee is available and willing to do the overtime work.

#### 9.09 Compensatory Leave

- a) overtime shall be compensated in pay except where, upon the written request of the employee, the overtime will be compensated in equivalent leave with pay at time and a half, double time or double time and a half, as applicable.
- b) the Employer shall grant compensatory leave at times convenient to both the employee and the Employer. The Employer will not unreasonably withhold approval for the use of compensatory leave.
- c) an employee will use up any outstanding compensatory leave prior to recording vacation leave.
- d) the Employer may request employees who have indicated they will use compensatory time to indicate their wishes prior to October 1st of each calendar year. Pay for unused compensatory leave on December 31st of each calendar year will be at the rate at which the leave was earned.

#### 9.10 Travel Time

- a) when an employee is required to travel to and from a work site other than the National Office, the time of departure and the means of such travel shall be determined by the Employer. If the employee chooses to make alternate arrangements, she/he shall be compensated as if she/he had followed the Employer's original determination.
- b) on a normal working day on which she/he travels but does not work, the employee shall receive her/his regular pay for the day.
- c) on a normal working day on which she/he travels and works, the employee shall be paid her/his regular pay for an eight (8) hour period and the applicable overtime rate for additional travel time up to a maximum of eight (8) hours pay.
- d) on a day of rest, scheduled day off or paid designated holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of eight (8) hours pay.

9.11 Subject to the provision of receipts, the Employer shall reimburse up to \$35.00 per day and \$15.00 per night, an employee who is a parent of a child requiring child care when an employee is required to work overtime.

## 9.12 Triennial Conventions

- a) the Employer will select at least one (1) employee from Unit 18 to attend each Triennial Convention. Such selection shall be made in order of seniority of service and on a rotational basis.
- b) while at Convention, an employee shall be paid per day, the current rate established for UNDE for child care expenses. This shall also apply to mentally/physically challenged children of any age. Receipts will be required.

## **ARTICLE 10**

### **PAID DESIGNATED HOLIDAYS**

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

New Year's Day  
January 2  
Family Day (3<sup>rd</sup> Monday of February)  
Good Friday  
Easter Monday  
Sovereign's Birthday  
Canada Day  
Civic Holiday (first Monday in August)  
Labour Day  
Thanksgiving Day  
National Day for Truth and Reconciliation Day  
Remembrance Day  
Christmas Day  
Boxing Day  
Alliance Day (if designated by the Public Service Alliance of Canada)

And such other days as are proclaimed legal holidays by the Federal or Provincial Governments.

10.02 When a Paid Designated Holiday coincides with an employee's scheduled day(s) off and/or day(s) of rest, it shall be moved to the employee's first normal working day preceding or following the employee's scheduled day(s) off and/or day(s) of rest, unless otherwise mutually agreed between the employee and the Employer.

## ARTICLE 11

### LEAVE – GENERAL

11.01 Computation of leave credits shall be based on the year commencing January 1<sup>st</sup>, and ending December 31<sup>st</sup>.

11.02 An employee who is entitled to receive at least eight (8) days pay in each calendar month of a year shall earn leave credits at the applicable rate.

11.03 Subject to Article 13.08, when an employee has been granted more paid leave than she/he has earned and her/his 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 An employee who has completed probation on or by December 31<sup>st</sup> of a calendar year shall be entitled to take anticipated leave credits prior to such credits being earned, a probationary employee shall only be entitled to take leave credits which are anticipated will accrue during the period of service from date of successful completion of probation, (except where there is a mutual agreement between the Employer and the employee prior to hiring that the employee be allowed vacation leave during the probation).

11.05 Transfer-In. Persons who transfer onto the Employer's payroll directly from the payroll of another component of the Public Service Alliance of Canada (PSAC), or from the Alliance proper, shall have all prior service credited to them for purposes of determining vacation and other leave entitlements.

11.06 Personal Leave. Each employee shall be granted in each calendar year, **four (4)** days of leave with pay for reasons of a personal nature. The leave shall be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request. The employees agree that Personal Leave is granted on a use or lose basis and is not to be carried over from year to year.

11.07 Leave Summary. The Employer shall provide a written leave summary to each employee within fifteen (15) days after the end of each calendar quarter. This summary will show the up to date balance of leave credits available for the following: Vacation Leave, Sick Leave, Special Leave, Furlough and Compensatory time.

11.08 Compassionate Leave Without Pay. For the purpose of this article, family is defined as spouse (or common-law partner), children (including foster children or children of the spouse or common-law partner), parents (including stepparents or foster parents), **brother, sister**, or any relative permanently residing in the employee's household or with whom the employee resides.

Leave without pay for a period of up to three (3) months shall be granted to an employee to take care of a seriously ill family member. Upon request of the employee, an additional period of leave without pay of up to twenty-one (21) months may be granted.

## ARTICLE 12

### FURLOUGH LEAVE

12.01 Furlough leave credits shall be calculated from the date of employment with the Employer including service with the PSAC, other components, the Public Service, or any predecessor organization and shall be taken into account in determining credits for furlough leave for all employees on staff with UNDE as of April 1, 2009.

12.02 After completion of twenty (20) years of employment, employees shall be entitled to one (1) calendar month of furlough leave in excess of their annual vacation leave. This furlough leave shall be granted only once during employment and shall be monetarily compensated for in full at the termination of employment for any reason.

## ARTICLE 13

### LEAVE – VACATION

13.01 Vacation leave with pay shall be earned at the following rates:

- a) three (3) weeks upon commencement of employment with an additional one (1) day of leave per year for each year of service after one (1) year to a maximum of one (1) additional week; or
- b) **four (4) weeks** if the employee has completed **five (5)** years but less than **eleven (11)** years of continuous employment; or
- c) five (5) weeks if the employee has completed **eleven (11)** years but less than **seventeen (17)** years of continuous employment; or
- d) six (6) weeks if the employee has completed **seventeen (17)** years or more of continuous employment; and
- e) one (1) additional day of leave per year of employment to take effect from the first day of the beginning of the employee's **twenty-second (22<sup>nd</sup>)** year of employment.

13.02 Vacation leave shall be granted as follows:

- a) to avoid recall;

- b) to conform to the date(s) specified by the employee;
- c) to enable the employee to take his/her vacation on consecutive days;
- d) to ensure adequate staffing.
- e) applications for vacation leave during the peak period June, July and August shall be submitted to the Employer by April 30<sup>th</sup>. Applications for vacation during the Christmas period from December 1<sup>st</sup> to January 15<sup>th</sup> shall be submitted to the Employer by November 15<sup>th</sup>. Employees who do not submit an application for leave during these peak periods by the dates specified may be granted leave at the Employer's discretion.

13.03 If a paid designated holiday(s) falls within an employee's vacation period, the employee shall be credited with an additional day(s) of vacation leave. Such additional day(s) may be taken either continuous to the employee's vacation period or at some future date.

13.04 Subject to Article 13.05, employees shall take their vacation leave in the year in which it is earned. Upon request of an employee, and subject to operational requirements and the criteria for adequate staffing of sections, an advance of unearned vacation leave credits from the next calendar year may be granted, up to a maximum of four (4) days. Such credits will be deducted from the available credits for the next calendar year immediately that year commences and are subject to repayment even if the employee retires under any of the provisions of the pension plan, regardless of Article 13.08.

#### 13.05

- a) an employee shall be entitled to carry forward any unused vacation leave credits into the next year if the Employer has interrupted the employee's original arrangements.
- b) upon request to and approval by the Employer, an employee shall be permitted to carry-over any portion of his/her vacation leave credits into the next year.
- c) an employee who on December 31<sup>st</sup> has carry-over vacation leave credits in excess of that outlined in 13.05 b), shall not lose his/her credits. However, in no circumstances will she/he be permitted to carry-over any further credits until such time as his/her carry-over credits are less than one (1) year's entitlement.

13.06 Where an employee severs employment with the Employer and has not taken

his/her vacation leave entitlements, the employee shall be entitled to a payment for actual earned but unused vacation leave credits. Such payment shall be based on the employee's current daily rate of pay.

13.07 Where an employee resigns, abandons his/her employment with the Employer or has been discharged and has been granted more leave than earned, the Employer shall recover the monetary equivalent of any such vacation leave. There shall not be any recovery when a person exercises any option under the UNDE Pension Plan except when the option exercised is deferred pension or a return of contributions.

#### 13.08 Vacation Bonus

a) the Employer agrees to pay the equivalent of 40% of one week's pay, multiplied by the employee's current annual vacation entitlement in weeks, to each employee, once in the calendar year, in one lump sum, subject to the conditions set forth in sub-paragraph c) and d).

b) the formula to determine one week's pay is:

$$\frac{\text{Annual Salary on Date of Payment}}{1,664} \times 32$$

c) employees may request and will receive the Vacation Bonus upon reasonable advance notice to the Employer,

i) at a time immediately preceding an approved vacation period of one (1) or more consecutive weeks;

ii) at any time following the utilization of two (2) weeks' current leave credits on a casual basis, which credits have been used between January 1<sup>st</sup> and December 31<sup>st</sup> of the current year.

Where an employee, having received the vacation bonus calculated in 13.08 a), subsequently resigns, is discharged, or abandons his/her position in the period January 1<sup>st</sup> to December 31<sup>st</sup> of the current year, the Employer shall be entitled to recover the unearned portion of the bonus from monies due to the employee in a manner consistent with Article 13.07.

Example: Employee has received a bonus of 120% of one (1) week's pay (an employee with three (3) weeks' leave) and resigns with only two (2) weeks' credits earned - the Employer may recover 40% of the monies paid as a vacation bonus.

Example: Employee has received a bonus of 160% of one (1) week's pay (an

employee with four (4) weeks' leave) and resigns with only one (1) week's credits earned - the Employer may recover 120% of the monies paid as a vacation bonus.

There shall not be any recovery when a person exercises any option under the UNDE Pension Plan except when the option exercised is a deferred pension or a return of contributions.

- d) an employee who is employed after January 1<sup>st</sup> of the current year shall earn bonus credits of 1/12 of the amount determined by (a) for each completed month of employment or the period between the date of employment and December 31<sup>st</sup> of the current year and otherwise be entitled and subject to the provisions of 13.08 c).
- e) there will be no carry-over of the bonus described in this article. Employees who have not requested their vacation bonus before December 31<sup>st</sup> of the current year will be paid off in December of the current year.
- f) where an employee has taken advantage of the provisions of a) of this Article, and subsequently resigns, is discharged, or abandons his/her position in the period January 1<sup>st</sup> to December 31<sup>st</sup> of the current year, the provisions of Article 13.08 will take effect.
- g) where an employee has taken advantage of the provisions of a) of this Article, and who has completed ten (10) consecutive years of service with the Employer, and subsequently resigns, is discharged or abandons his/her position prior to the completion of the vacation year, there shall be no recovery of the vacation bonus which has been paid but not earned.

Effective January 1<sup>st</sup> of the current year, any employee who has received a vacation bonus, excluding the provisions in 13.08 and who has not used all of the yearly earned vacation may be required to repay the Employer that portion of the vacation bonus as it related to the unused vacation leave.

**13.09 Illness During Vacation Leave.** Where during a period of vacation leave, an illness or accident affects the vacation period, sick leave may be substituted for that period if supported by a medical certificate.

## **ARTICLE 14**

### **SICK LEAVE**

**14.01 Credits.** An employee shall earn and accumulate sick leave credits at the rate of one (1) day for each calendar month of service for which she/he was entitled to receive at least eight (8) days pay.

14.02 Normally, for a period of illness not exceeding four (4) consecutive working days, a statement signed by the employee, shall be sufficient evidence for granting paid sick leave. However, at any time, the Employer may require medical evidence of illness. Failure to produce same will mean denial of paid sick leave. The Employer agrees that an employee will be advised in advance of such requirements.

14.03 In circumstances where sick leave would normally be authorized to an employee but the employee has insufficient or no sick leave credits, at the discretion of the Employer, the employee will be granted sick leave in advance up to a mutually agreed number of days. Such advance of sick leave credits will be charged against future credits as earned.

14.04 In circumstances where sick leave is being paid to an employee with five (5) years of service or more, and the employee becomes entitled to Long Term Disability Income, unused sick leave credits shall be converted to an equivalent cash value. Such cash value shall be paid to the employee to bring her/his earnings back up to her/his normal take-home pay. Such payments shall continue until the employee's sick leave credits have been used up.

14.05 An employee who is on Long Term Disability Insurance shall be removed from the Employer's payroll lists after a total of twenty-four (24) consecutive months of paid and unpaid leave and shall only be re-employed at the Employer's discretion.

**14.06 Medical Certification. When the employer requests that an employee provide a medical certificate, the costs charged by the doctor for such certificate shall be reimbursed by the Employer upon proof of payment.**

## **ARTICLE 15**

### **LEAVE – SPECIAL**

15.01 Credits. An employee shall earn special leave credits with pay at the rate of one-half (½) day for each calendar month for which she/he was entitled to receive at least eight (8) days' pay. Special leave credits shall accrue up to a maximum of thirty (30) days. As special leave credits are used, they shall continue to be earned up to the maximum of thirty (30) days.

15.02 Court Leave. Leave of absence with pay shall be given to an employee, other than an employee on leave of absence without pay or under suspension, who is required:

- a) to serve on a jury; or

- b) by subpoena, summons, or other legal instrument to attend as a witness in any proceeding held:
  - i) in or under the authority of a court or justice or before a grand jury;
  - ii) before a court, judge, justice, magistrate or coroner;
  - i) before the Senate or House of Commons of Canada or a Committee of the Senate or House of Commons other than in the performance of the duties of her or his position;
  - ii) 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;
  - v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

15.03 Marriage Leave. Upon the completion of one (1) year of continuous employment, an employee shall be entitled to receive special leave to a maximum of four (4) days, for the purpose of getting married.

#### 15.04 Bereavement Leave

- a) for the purpose of this article, immediate family is defined as father, mother, brother, sister, spouse, common-law spouse, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, child of the employee (including step-child and/or ward), and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- b) when a member of the employee's immediate family dies, the employee shall be entitled to receive bereavement leave for a period of up to four (4) days. In addition, she/he shall be granted up to three (3) days special leave for the purpose of travel, if required.
- c) an employee is entitled to receive one (1) day special leave with pay in the event of the death of the employee's brother-in-law and/or sister-in-law, aunt, uncle, niece or nephew.
- d) if, during a period of paid leave, an employee is bereaved, the employee shall be granted bereavement leave and other paid leave credits so displaced shall be restored.

#### 15.05 Family Leave

- a) for the purpose of this article, family is defined as spouse (or common-law partner), children (including foster children or children of the spouse or common-law partner), parents (including stepparents or foster parents), brother, sister, or any relative permanently residing in the employee's household or with whom the employee resides.
- b) leave with pay of up to four (4) days per year shall be granted to an employee for family related reasons. Leave taken in accordance with this article shall be deducted from the special leave credits in article 15.01.

#### 15.06 Leave for Other Reasons. An employee may be granted special leave when:

- a) situations surrounding the birth or adoption of a child require his/her attention to his/her spouse and/or child at home up to a maximum of four (4) consecutive days;
- b) circumstances not directly attributed to the employee prevent her/him from reporting to work;
- c) other circumstances not previously covered in this article arise, and the Employer is satisfied the request is reasonable and justifiable.

15.07 Advance of Credits. Where an employee has insufficient or no leave credits to cover granting of special leave within the meaning of this Article, paid leave up to a maximum of four (4) days shall be granted. Such advance shall normally be deducted from any special leave credits subsequently earned, except in the case of resignation or discharge where recovery shall be made by whatever means are available to the Employer.

### **ARTICLE 16**

#### **MATERNITY LEAVE WITHOUT PAY / PARENTAL LEAVE WITHOUT PAY**

##### 16.01 Maternity Leave Without Pay

- 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 her newborn child is hospitalized,

or

- ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized, the period of maternity leave without pay defined in paragraph a) may be extended beyond the date falling 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) used earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
  - ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 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 her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- g) leave granted under this article 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.

#### 16.02 Maternity Allowance

- a) an employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:

- i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
- ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or Québec Parental Insurance Plan in respect of insurable employment with the Employer, and
- iii) has signed an agreement with the Employer stating that:
  - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
  - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;
  - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:

$$\frac{\text{Allowance received} \quad \times \quad \text{Remaining period to be worked following her return to work}}{\text{Total period to be worked as specified in (B)}}$$

- (D) however, an employee whose specified period of employment expired and who is rehired within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).
- b) for the purpose of sections a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section a)(iii)(B), without activating the recovery provisions described in section a)(iii)(C).
- c) maternity allowance payments made in accordance with 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 her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
  - ii) for each week that the employee receives a maternity benefit under the Employment Insurance or Québec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.
- d) at the employee's request, the payment referred to in subparagraph 16.02 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 Québec Parental Insurance maternity benefits.
- e) the maternity allowance to which an employee is entitled is limited to that provided in paragraph c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Québec.
- f) the weekly rate of pay referred to in paragraph c) shall be:
  - i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
  - ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- g) the weekly rate of pay referred to in paragraph f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- h) notwithstanding paragraph g), and subject to subparagraph f) (ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.

- i) where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- j) maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

#### 16.03 Special Maternity Allowance for Totally Disabled Employees

- a) an employee who:
  - i) fails to satisfy the eligibility requirement specified in subparagraph 16.02 a)ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance or the Workplace Safety and Insurance Act prevents her from receiving Employment Insurance or Québec Parental Insurance maternity benefits,  
  
and
  - ii) has satisfied all of the other eligibility criteria specified in paragraph 16.02 a), other than those specified in sections (A) and (B) of subparagraph 16.02 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 her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the Workplace Safety and Insurance Act.
- b) an employee shall be paid an allowance under this article and under Article 16.02 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance maternity benefits for the reasons described in subparagraph a) i).

16.04 Transitional Provisions. If, on the date of signature of this Agreement, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she 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.

#### 16.05 Parental Leave Without Pay

- a) where an employee has or will have the actual care and custody of a newborn 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 week (52) period beginning on the day on which the child comes into the employee's care.
- b) 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 (2) periods.
- d) notwithstanding paragraphs a) and b):
  - i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
  - or
  - ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized, the period of parental leave without pay specified in the original leave request may be extended 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 article 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.

#### 16.06 Parental Allowance

- a) an employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs c) to i), providing he or she:
  - i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
  - ii) provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or Québec Parental Insurance Plan in respect of insurable employment with the Employer,
  - and
  - iii) has signed an agreement with the Employer stating that:
    - (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
    - (B) Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 16.06 a)iii)(B), if applicable;
    - (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, he or she will be indebted to the Employer for an amount determined as follows:

Allowance received      X      Remaining period to be worked following his/her return to work

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Total period to be worked as specified in (B)

- (D) however, an employee whose specified period of employment expired and who is rehired within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).
- b) for the purpose of sections a) iii) (B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a) iii) (B), without activating the recovery provisions described in section a) iii) (C).
- c) parental allowance payments made in accordance with the SUB Plan will consist of the following:
- i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
  - ii) for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he/she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he/she would have been eligible if no extra monies had been earned during this period;
  - iii) where an employee has received the full 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, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
- d) at the employee's request, the payment referred to in subparagraph 16.06 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 he or she is required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Quebec.
- f) the weekly rate of pay referred to in paragraph c) shall be:
  - i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
  - ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- g) the weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- h) notwithstanding paragraph g), and subject to subparagraph f) ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- i) where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- j) parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- k) the maximum combined maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

#### 16.07 Special Parental Allowance for Totally Disabled Employees

- a) an employee who:
  - i) fails to satisfy the eligibility requirement specified in sub-paragraph 16.06 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 Québec Parental Insurance Plan benefits,

and

- ii) has satisfied all of the other eligibility criteria specified in paragraph 16.06 a), other than those specified in sections (A) and (B) of subparagraph 16.06 a) iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the Workplace Safety and Insurance Act.
- b) an employee shall be paid an allowance under this article and under Article 16.06 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 Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph a) i).

**16.08 Transitional Provisions.** If, on the date of signature of this Agreement, any employee is currently on parental leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she 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.

## **ARTICLE 17**

### **LEAVE FOR UNION BUSINESS**

#### **17.01**

- a) the Employer shall grant leave with pay to two (2) employees of the Union of National Defence Employees Negotiating Team, meetings as described in Article 6.01 and during any required Mediation or Conciliation proceedings.
- b) during the steps of the grievance, any member or members have the right to be present with their representative.

**17.02** Leave of absence without pay of up to one (1) year, or the full term of elected office, shall be granted to an employee selected or appointed temporarily to perform Alliance Employees' Union functions.

17.03 The Employer shall continue to pay the Employer's share of an employee's benefits when on leave without pay under the terms of this Article, provided such payments are not being paid for by another party. The AEU undertakes to reimburse the Employer where the employee on leave without pay is elected or appointed under Article 17.02.

17.04 Employees on leave of absence without pay who have been elected or appointed temporarily to perform Alliance Employees' Union functions under the terms of this article shall continue to accrue service credits towards sick leave, severance pay, and the pension plan providing that the AEU pays the Union of National Defence Employees a sum equal to the value of the earned credits with the cost based upon the employee's UNDE salary on the date on which she/he returns to work with the Employer.

## **ARTICLE 18**

### **GROUP PENSION PLAN**

18.01 The Employer agrees to continue, inclusive of amendments, the Group Pension Plan which came into effect on the first day of June 1976, and any protections provided thereunder flowing from the North American Plan which was in effect on the first day of April, 1958.

18.02 Both parties to this agreement shall have the right to introduce proposals for changes in the existing plan or for the establishment of a new plan.

18.03 The Employer agrees to establish a joint Employer-Union Committee to review and monitor on a continuing basis any existing or revised Group Pension Plans applicable to the members of this Union with a view to improving the terms and benefits available on a continuing basis. Copies of all reports, data or amendments to be made available to all members of this Committee.

18.04 The joint Employer-Union Committee shall also include a person, at no cost to the Employer, who shall be chosen from amongst the retired UNDE employees who prior to retirement were members of Unit 14 or 18. This appointment shall take place within sixty (60) days from the signing of each collective agreement.

18.05 Any agreed changes shall in no way be considered as lessening any of the benefits now being enjoyed by an employee.

## **ARTICLE 19**

### **INSURED BENEFIT PROGRAM**

19.01 The Employer agrees to pay 100% of the cost of the employee's premium towards the following current insured benefits:

1. Provincial Health Insurance Plans
2. Major Medical, including Vision Care
3. Dental Insurance
4. Salary Continuation Plan
5. Group Life Insurance Plan, including AD&D

19.02 Ontario Hospital Insurance Plan (OHIP). The Employer will enrol as married any employee's spouse if that spouse is not enrolled in another fully paid employee group under OHIP, but is residing with the employee or is a dependent responsibility of the employee within the meaning of the Income Tax Act.

19.03

a) the parties agree to form a committee to review and update the following plans:

- Group Life and AD&D;
- Income Protection;
- Major Medical - Vision, Dental, Paramedical

By its anniversary date of June 1, 1989.

The following plans were reviewed and updated on June 1, 1980:

- Group Life and AD&D,
- Income Protection (Salary Continuation),
- Major Medical - including Vision Care,
- Dental

b) in accordance with Article 19.03 c), the parties agree to the following:

- i) the parties agree to establish a tripartite Benefits Committee comprised of one (1) member from each of AEU Units 14 and 18 and the Employer's Representative.
- ii) said Committee shall convene at least once annually, no later than June 30<sup>th</sup> of each year to review all existing benefit plans and to make recommendations to their principals concerning improvements to said plans.
- iii) the recommendations made by this Committee shall be forwarded in writing to all AEU members and placed in writing before the Employer for review and consideration as to implementation.

19.04 Salary Continuation. The new plan provides for an 'Elimination Period' of six (6) months; the Employer guarantees an employee having five (5) years of service or more, 100% salary for this six (6) month period regardless of accrued sick leave.

19.05 Those employees who previous to June 1, 1980 held individual policies which the Employer was contributing to, may continue to hold said policies with the Employer paying its current share of the premium. Premiums for additional individual policies will not be honoured by the Employer.

19.06 For purposes of including a spouse under the major medical and dental insurance plans, a spouse shall mean either an employee's legally married spouse or a person who, although not legally married to an employee, co-habits with the employee in a husband and wife relationship which has been recognized in the community in which they reside, for a period of at least one (1) year.

#### 19.07 Retiree Benefits

- a) an employee who terminates employment and who is eligible to receive an immediate or deferred pension in accordance with the UNDE Staff Pension Plan on or after April 1, 2009 shall receive an annual retirement allowance of **two thousand five hundred (\$2,500.00)** for a maximum of ten (10) years from the date of retirement or to age sixty-five (65), whichever comes first. Payment shall be made at the time of retirement and in January of each subsequent year.
- b) the employee may elect to continue coverage in the Employer's Extended Health, Vision and Dental plan. The election must be made within thirty (30) days of retirement. The employee will be responsible for payment of the monthly insurance premiums.

## ARTICLE 20

### SENIORITY OF SERVICE

20.01 A new employee shall have a probationary period of one-hundred-twenty (120) calendar days, or such longer period as may be mutually agreed to between the Employer and the Union.

20.02 A seniority list showing the name and first day of work of each employee shall be maintained by the Employer. New employees shall be added following their probationary period, with their first day of work representing seniority date.

20.03 Upon completion of the probationary period, an employee shall be so advised in writing .

## 20.04

- a) seniority shall be the deciding factor when considering two (2) or more qualified employees for transfer or promotion. The Employer agrees to consider present employees including employees of the PSAC proper for transfer or promotion prior to hiring from outside the UNDE Chapter of the Union and the PSAC. The position may be advertised simultaneously by the Employer within AEU/Unit 18, UNDE Membership, the PSAC's Component system and the public. The Employer agrees, however, to interview likely candidates in the following order:
- UNDE Membership,
  - AEU, Unit 18,
  - PSAC's Component system,
  - Public-at-large,
  - and, to make an offer of employment to any successful candidate in each category before proceeding to interview candidates in the next following categories.
- b) i) in the event a new position in the bargaining unit is created, it shall be filled in accordance with Article 20.04(a) unless the position is of a temporary nature, or is one in respect of which the Employer has not made a final decision to establish permanently.
- ii) the Employer agrees that he will make a decision in respect to the permanency of a position within six (6) months of filling it temporarily. When the position is declared permanent, it shall be filled in accordance with Article 20.04 a). A temporary person in the position may continue to work until the position is filled.
- iii) the parties agree that permanent employees may apply for a vacant temporary position on an acting basis, providing the potentially vacant permanent position can be filled adequately by a competent temporary employee.
- iv) the classification and rate of pay of such a position shall be established in accordance with Article 30.

20.05 Seniority shall not be broken in the event of transfer, promotion or temporary leave of absence with or without pay.

20.06 Seniority shall be considered broken when an employee voluntarily leaves the service of the Employer, or is discharged for just cause.

20.07 When a vacancy or new position is created within AEU Unit 14, consideration will be given to AEU Unit 18.

## **ARTICLE 21**

### **DISMISSAL**

21.01 No employee shall be dismissed, except for just cause, without prior consultation with the Union. The employee may appeal any dismissal through the grievance process, as outlined in the agreement.

21.02 If such an appeal is upheld, the employee shall be immediately reinstated with no loss of benefits, and shall be reimbursed retroactively for lost monies.

## **ARTICLE 22**

### **JOB SECURITY**

#### **22.01**

- a) there shall be no lay-offs during the life of this Agreement. If however, there is a major reduction in membership, the parties agree to meet and discuss ways and means to adjust to the situation which could include the laying off of employees.
- b) the Union shall be notified of all proposed lay-offs as soon as possible and, in any event, no less than 12 months prior to the proposed lay-off date.
- c) in the event of a lay-off, the Employer shall notify employees who are to be laid off no less than six (6) months prior to the effective date of the lay-off. If the employee has not had the opportunity to work the six (6) months as provided in this article, she/he shall be paid for the days for which work was not made available. The Employer agrees to provide whatever assistance it can in finding other employment for employees so affected.
- d) both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of seniority; i.e. those with the least seniority being laid off first.
- e) employees shall retain their seniority status while on lay off for a period of twenty-four (24) months. In the event of a recall to work, employees shall be recalled in the order of their seniority. The Employer will notify employees of a recall to work by registered mail. Employees so affected will notify the Employer of their intent to return to work within 30 calendar days following receipt of such notice.
- f) no new employees will be hired into the Bargaining Agent's jurisdiction until those laid off have been given an opportunity of recall as set forth in Article 22.01 e).

22.02 Unless it is otherwise agreed to by the Union in advance, the Employer shall not contract-out work normally performed by the employees in the bargaining unit.

22.03 Unless it is otherwise agreed to by the Union, all work normally performed by employees included in the bargaining unit shall continue to be performed by such employees, providing that the Employer has a requirement for the continuance of such work.

22.04 Subject only to advance notice and an explanation being given to the Union, the Employer may have work, which would normally be performed by the bargaining unit, done outside the bargaining unit, when there are situations, a protracted period of work overload, or where the Employer is not equipped to handle the work.

22.05 Personnel Files. An employee is entitled to view his/her personnel file. In the instance of any written record of shortcoming **or** disciplinary action being placed on a personnel file, such documents shall be destroyed in the presence of the employee if there has been no recurrence of the same shortcoming or discipline problem over a two (2) year period.

## **ARTICLE 23**

### **PICKET LINE**

23.01 In the event that any other employees of the Employer engage in a strike, or where employees in an industrial dispute engage in a strike and maintain picket lines, the employees covered by this agreement shall have the right to refuse to cross such picket lines. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this agreement, nor shall it be ground for disciplinary action.

## **ARTICLE 24**

### **UNION LABEL**

24.01

- a) any work performed by a member of the Union may, at the discretion of the member, bear the Union label.
- b) unless the Employer agrees, the cost of printing AEU union labels on letterhead or stationery supplies shall be borne by the Union.

## **ARTICLE 25**

### **NOTICE BOARD**

25.01 The Employer shall continue to provide space on the notice board for the use of the Union. Such notice board is to be placed in an appropriate area and at no expense to the Union.

## **ARTICLE 26**

### **PRIVILEGES IN FORCE**

26.01 The Employer agrees that existing privileges not covered by this agreement shall continue throughout the life of the Agreement. Prior to any contemplated change(s), consultation between the Employer and the Union shall take place.

#### Transportation To and From Work

26.02 The Employer agrees to pay the cost of parking for all employees in the Bargaining Unit.

26.03 Should any employee not use his or her personal mode of transportation to and from the National Office, the employee shall receive an allowance equivalent to the pass required to use the regular or express OC Transpo or Outaouais Transit Bus service to and from his or her regular place of residence. Each bus pass that has been purchased shall be surrendered to the Employer once it has expired.

26.04 An employee must establish which situation exists immediately prior to the first of a calendar month, and may not change the situation during a calendar month.

## **ARTICLE 27**

### **SEVERANCE PAY**

27.01 The Employer has established a funded account for Severance Pay. A quarterly statement of the fund will be provided to the Union.

27.02 Severance pay shall be based on a daily rate calculated by dividing the employee's annual salary, at the time of severance, by 1,664 and multiplying this result by eight (8).

## 27.03

- a) severance pay shall be accumulated at the rate of one-half (1/2) day for each completed month worked for the Employer plus one half (1/2) day for each completed month worked for the PSAC, one of its Components or their predecessor organizations, providing the period of service was continuous. Any employee who has completed ten (10) years or more of continuous service with the Employer and the PSAC, one of its Components or their predecessor organizations, will be entitled to three-quarters (3/4) of a day's pay per month, for each month of employment with the Employer.
- b) an employee hired on, or after, January 1, 1977, who has transferred from the PSAC or one of its Components, has a right to severance pay upon termination but the amount shall be calculated as follows: prior creditable service with the PSAC, another Component or a predecessor organization: a return of any transferred Severance Pay amount, plus interest as earned by the Severance Pay Fund, plus Severance Pay based on the UNDE formula for the period of employment with UNDE.

27.04 Severance pay shall be paid to an employee who has completed one (1) year or more of service, upon termination of employment for any reason except discharge or abandonment of employment.

27.05 For the purpose of this article, eight (8) days' pay in any month shall constitute one (1) completed month.

## **ARTICLE 28**

### **DEATH**

28.01 Upon the death of an employee, all benefits which would have accrued and been payable to said employee on normal termination of employment shall be paid to the employee's estate or to the employee's designated beneficiary(ies) as appropriate, within thirty (30) days.

## **ARTICLE 29**

### **GRIEVANCE PROCEDURE**

29.01 A grievance is any written complaint made by the Union, an employee or group of employees concerning pay, working conditions, terms of employment or application of this Agreement.

29.02 Before submitting a grievance an employee is encouraged to discuss the matter with the Executive Vice President. An employee may, if she or he so desires, be assisted or represented by the Union during such discussions.

29.03 An employee has the right to be represented by the Union at each step of the grievance procedure. All grievances shall be heard by the National President. In the event a grievance is filed against the National President, the grievance shall then be heard by the Executive Vice-President.

29.04 An employee may present a grievance within twenty-five (25) working days after becoming aware of the action or circumstances giving rise to the grievance. The Employer and the Union shall discuss the grievance and the Employer shall reply to the grievance, in writing within five (5) working days of receipt of the grievance.

29.05 Extension of time limits may be granted by mutual written consent.

29.06 Failing satisfactory settlement, either party may submit the matter, within thirty (30) days, to an Arbitrator who is mutually acceptable. If the parties do not agree on an Arbitrator, the matter shall be referred to the Ontario Minister of Labour, who will be requested to appoint an Arbitrator.

29.07

- a) The Arbitrator shall within seven (7) days render his or her decision in accordance with this Agreement. Such decision shall be final and binding on both parties. The decision of the Arbitrator may be verbal but shall be confirmed in writing to both the Employer and the Union. Expenses of the Arbitrator shall be shared equally by the Employer and the Union.
- b) Upon mutual consent of both parties, the time limit in 29.07 a) may be extended or waived.

29.08 Mediation Process

- a) The mediation process is voluntary and available to any party at any stage during the grievance procedure. Mediation can only occur with the written consent of the parties. The mediator will be selected by mutual agreement of the parties. Should the mediation process fail to resolve the grievance, or should either party decide to discontinue the mediation process, either party may submit the matter, within thirty (30) days to an Arbitrator who is mutually acceptable. If the parties do not agree on an arbitrator, the matter shall be referred to the Ontario Minister of Labour, who will be requested to appoint an Arbitrator.
- b) The decision of the Arbitrator shall be final and binding on both parties. The cost of the arbitrator shall be shared equally by the Employer and the Union.

## **ARTICLE 30**

### **PAY ADMINISTRATION**

30.01 All employees shall be paid in accordance with Appendix A.

30.02 All employees shall be paid on a bi-weekly basis on alternate Wednesdays. If a paid designated holiday falls on a Wednesday which is designated as a pay day, the pay day shall be on the preceding day.

30.03 If an employee is required to assume more responsible duties of work in a higher paid classification for at least four (4) consecutive days, such employee shall receive an increase in salary calculated as if she/he had been promoted to that position. This increase shall continue until the employee reverts back to her/his regular position. Written confirmation of rate of pay for the acting position will be issued prior to commencement or during the acting period.

30.04

- a) increments shall be provided on the first pay date following the anniversary date of an employee's employment, or the anniversary date of an employee's promotion or reclassification.
- b) an increment can be denied or withheld for just reasons, provided that the Employer has verbally explained why to the employee and confirmed this in writing at least thirty (30) working days prior to the date upon which the increment would be paid in accordance with 30.04 a). Any decision taken to deny or withhold an increment is subject to the grievance procedure.
- c) any employee who has been refused an increment shall have this increment paid no later than three (3) calendar months from the date on which it had been due at which time 30.04 b) is applicable. It is understood between the parties that the onus of the proof of just reasons rests with the Employer.
- d) notwithstanding 30.04 b) and c), any person who was an employee on January 1, 1977, shall not have any increments denied to them for as long as their service is continuous and they remain in the position they held on January 1, 1977.

30.05 The Employer agrees that all new full-time employees shall be hired at the first step on the salary range applicable to their position.

30.06 There shall be no red-circling during the life of this agreement.

30.07 When a new position is created, either of a permanent or temporary nature, the classification rate of pay of such position shall be set by mutual agreement. Pending such agreement, the Employer may set the classification and rate of pay. Once mutual agreement has been reached, the present incumbent and any previous incumbent(s) who are still employees of the Employer shall receive the negotiated rate retroactively.

30.08 Direct Deposit. The Employer shall provide Direct Deposit of all employees' pay cheques into bank accounts designated by each employee.

## **ARTICLE 31**

### **PAY**

31.01 The parties agree to accept salaries as stated in Appendix A of this agreement.

31.02 For purposes of clarification the following formula will be used:

- a) hourly rate of pay:  $\text{Annual Salary} / 1,664$
- b) daily rate of pay:  $\text{Hourly Rate} \times 8$
- c) weekly rate of pay:  $\text{Daily Rate} \times 4$
- d) monthly rate of pay:  $\text{Annual Salary} / 12$
- e) bi-weekly rate of pay:  $\text{Annual Salary} / 26$

31.03 Salaries shall be paid effective the date indicated in Appendix A, on the basis of the employee's classification.

31.04 The salary increases will apply retroactively to all employees including all the individuals who have left UNDE prior to the signing of the collective agreement. It is the responsibility of the individual to maintain a current address and telephone number with the Employer.

31.05

- a) the union agrees that it will perform whatever work is necessary in both official languages, within the competence of the individual employee concerned, in return for which an adjustment has been built into the salary schedules.
- b) notwithstanding the foregoing 31.05 a), the Employer will increase by 4% the salaries of persons who are the incumbents of the positions in bargaining unit 18 providing the employees are able to perform their respective duties in both official languages.

31.06 Cost of Living Bonus. The purpose of a COLA clause is to ensure that increases to rates of pay are at least comparable to the increases in the cost of living as reflected in the Canadian Consumer Price Index in order to maintain purchasing power. Accordingly, in January of each year, an increase to rates of pay will be made to reflect the difference, IF ANY, between the increase in the year over year Consumer Price Index percentage for Ottawa All Items (1981 base year) for December of the previous year. MINUS the percentage increase to rates of pay for the previous year negotiated by the parties and reflected in the collective agreement.

Example: CPI 2.6% minus Pay Increase 2.5% = 0.1% cost of living adjustment  
CPI 2.8% minus Pay Increase 3.0% = No cost of living adjustment

## ARTICLE 32

### STRESS ALLOWANCE

32.01 To assist in reducing the stress associated with employees' jobs, the Employer shall pay each employee the sum of **six hundred dollars (\$600.00)** in January of each calendar year to be used by each employee at his/her own discretion for activities intended to alleviate or reduce stress.

## ARTICLE 33

### NO DISCRIMINATION AND HARASSMENT

33.01 The Union and the Employer recognize the right of the employees to work in an environment free from discrimination, sexual and personal harassment.

33.02 The Employer agrees that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, race, colour, national or ethnic origin, political affiliation, religion, disability, sex, family status, marital status, sexual orientation, conviction for an offence for which a pardon has been granted, or by reason of his/her membership or activity in the Union.

33.03

- a) sexual harassment shall be defined as any deliberate, unsolicited or repeated verbal, physical or gestural sexual advance, sexually explicit derogatory statements or sexually discriminatory remarks made by someone in the workplace which would reasonably cause offence to the employee involved, which would reasonably cause the employee to feel threatened, humiliated, patronized or harassed, or which would reasonably cause interference with the

employee's job performance, job security, or the creation of a threatening or intimidating work environment.

- b) personal harassment shall be defined as any behaviour by any person, in particular management, an elected representative or a co-worker, that is directed at an employee and which reasonably considered is offensive to that employee, would endanger an employee's job, would undermine the performance of that job or would threaten the economic livelihood of the employee.

33.04 For the purpose of this article, work environment also includes meetings, seminars, courses and other functions held outside of an employee's normal work location.

33.05

- a) complaints and grievances under this article shall be handled with all possible confidentiality.
- b) a complainant or grievor shall have the right to discontinue contact, for reporting purposes, with the person(s) who is/are the subject of the complaint or grievance, without loss of pay or benefits, until such time as the complaint or grievance is resolved. In settling the complaint or grievance, the complainant or grievor will be protected from forced relocation and/or discipline. Where the complainant or grievor or the alleged harasser requests transfer of work location or reassignment of duties, the Employer shall make all reasonable efforts to accommodate such request until the matter is resolved. When neither party requests a transfer but one party has requested discontinued contact, for reporting purposes, the Employer shall make all reasonable efforts to comply with such a request.
- c) complainants or grievors shall have the right to refuse work where they feel they are in danger until such time as the matter has been dealt with satisfactorily. Employees refusing to work under these circumstances shall notify their immediate supervisor or other representative of the Employer as soon as possible after refusing to work.

33.06

- a) the employee, employees or the Union (AEU) have the option of a one step grievance procedure. The Employer will be responsible for dealing with a complaint and grievance of sexual or personal harassment. The investigation and response will be handled with all possible confidentiality.
- b) if the grievance is not dealt with to the satisfaction of the grievor(s), the grievance may be referred to arbitration.

33.07 The employer agrees to exhaust all procedures in order to correct all founded complaint(s) and grievance(s) filed under the no discrimination and harassment articles.

## **ARTICLE 34**

### **JOB DESCRIPTION**

34.01 The parties agree that the mutually agreed upon classification system in the UNDE is the Public Service Alliance of Canada/Alliance Family – Job Evaluation System – Deloitte & Touche. Should this system be amended or changed in the future, the parties agree that the new or amended classification system will be recognized and reflected in the subsequent collective agreement.

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

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

## **ARTICLE 35**

### **STAFF DEVELOPMENT LEAVE**

35.01 The employer acknowledges the Union of National Defence Employees budget line item titled Staff Courses and Seminars funded and adopted at the Union of National Defence Employee triennial conventions.

35.02 Any employee may have access to this funding to attend specialized courses, providing the following conditions are met:

- a) the course is one which has a direct bearing upon his/her present work and work to which she/he might reasonably aspire in his/her employment;
- b) the material is such that attendance at a course is normally considered the most satisfactory means by which to learn the material;
- c) other staff are unable or unwilling to provide the same quality of learning as will be provided by attendance at the course;
- d) the material requires more work than simply through reading available literature.

35.03 An employee may have access to this funding if she or he has demonstrated she or he is taking courses which are included in a formal post high school curriculum

leading to a business or labour relations certificate or to any degree which is relevant to the employer's business. Courses which are valid for this purpose are any prerequisite and compulsory courses but not extra "interest" courses. An employee need not have as a final goal the attainment of a certificate or a degree, providing the course meets the other requirements of this Article.

35.04 The Employer agrees to grant employees who are attending school (at night or part-time) one (1) day special leave for the purpose of studying for an examination. This leave shall not exceed one (1) day per school semester and will be granted providing there is evidence of the examination schedule which shows that the one (1) day requested is an employee's scheduled day of work and that day is the day prior to the examination.

## **ARTICLE 36**

### **PRE-RETIREMENT TRAINING**

36.01 Leave with pay twice in an employee's career shall be granted to attend a retirement seminar sponsored by UNDE or PSAC. The dates and times of such training will be mutually agreed to by the parties.

## **ARTICLE 37**

### **ST. JOHN'S AMBULANCE TRAINING**

37.01 The Employer agrees to pay for the training of its employees for the St. John's Ambulance Standard Level First Aid Course, the Employer also agrees to pay for the updating of the courses upon request from the employees.

## **ARTICLE 38**

### **TERM EMPLOYEES AND TEMPORARY EMPLOYEES**

(Arbitration decision)

38.01 "Term employees" and "Temporary employees: are employees employed in the bargaining unit for a specific period of time or for a specific purpose, respectively. Except with the approval of the AEU President or his/her delegate no such employee shall be employed for more than one year. In addition, all such employees shall cease to be employed when the specified period of time or specified purpose, respectively, comes to an end. Any such employee who has been continuously employed for a period of two years or more in the same position shall be considered a permanent employee.

## APPENDIX "A"

### RATES OF PAY

#### JANUARY 1, 2020

| STEP | BAND 5 | BAND 6 | BAND 7 |
|------|--------|--------|--------|
| 1    | 60,397 | 66,688 | 74,604 |
| 2    | 62,208 | 68,690 | 76,840 |
| 3    | 64,077 | 70,751 | 79,146 |
| 4    | 65,999 | 73,296 | 81,521 |

#### JANUARY 1, 2021

|   |         |         |         |
|---|---------|---------|---------|
| 1 | 60,971* | 67,321* | 75,313* |
| 2 | 62,799* | 69,342* | 77,570* |
| 3 | 64,685* | 71,423* | 79,898* |
| 4 | 66,626* | 73,992* | 82,296* |

\* TBD once 2021 annual Ottawa CPI is known

#### JANUARY 1, 2022

|   |      |      |      |
|---|------|------|------|
| 1 | TBD* | TBD* | TBD* |
| 2 | TBD* | TBD* | TBD* |
| 3 | TBD* | TBD* | TBD* |
| 4 | TBD* | TBD* | TBD* |

*TBD\* (see Terms of Agreement page 53)*

#### JANUARY 1, 2023

|   |      |      |      |
|---|------|------|------|
| 1 | TBD* | TBD* | TBD* |
| 2 | TBD* | TBD* | TBD* |
| 3 | TBD* | TBD* | TBD* |
| 4 | TBD* | TBD* | TBD* |

*TBD\* (see Terms of Agreement page 53)*

## APPENDIX "B"

### LEVEL STRUCTURE FOR THE NEW CLASSIFICATION PLAN

| LEVEL | POINT RATING      |
|-------|-------------------|
| 1     | up to 300         |
| 2     | 301 to 350 (50)   |
| 3     | 351 to 400 (50)   |
| 4     | 401 to 450 (50)   |
| 5     | 451 to 520 (70)   |
| 6     | 521 to 590 (70)   |
| 7     | 591 to 660 (70)   |
| 8     | 661 to 730 (70)   |
| 9     | 731 to 800 (70)   |
| 10    | 801 to 870 (70)   |
| 11    | 871 to 960 (90)   |
| 12    | 961 to 1050 (90)  |
| 13    | 1051 to 1140 (90) |
| 14    | 1141 to 1230 (90) |
| 15    | 1231 to 1320 (90) |

## APPENDIX "C"

### CONVERSION RULES

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

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

Increments:

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

02 Pay administration for incumbents of positions which have been reclassified to a level having a lower maximum rate of pay:

- a) Where a position is reclassified to a level having a lower maximum rate of pay, the employee will be granted the status of "Present Incumbent Only" as long as the employee remains in that position. Such employee shall continue to be paid in accordance with the former scale of rates applicable to his/her position prior to the effective date of the reclassification of such position and shall be entitled to economic increases as negotiated by the Union for other employees at the same salary level.

Increments:

- b) An employee, to whom clause 02 applies, who was not being paid at the maximum rate in the former scale of rates, is entitled to receive increments thereafter on the same increment date that was in effect prior to the reclassification of his/her position until he/she reaches the maximum rate of the

former scale of rates and the increment period shall be as specified in this Collective Agreement.

03 Probation following the reclassification of a position.

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

## INCOME AVERAGING LEAVE

The Employer may grant leave without pay for a period of between five (5) weeks to a maximum of three (3) months to indeterminate employees within the bargaining unit within a specified twelve (12) month period. Approval of such arrangement is subject to operational requirements and will be approved on an equitable basis with the organization. The twelve (12) month period shall be a consecutive period of time and does not need to be a calendar year.

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

- a) Pay for participating employees would be reduced and averaged out over the year to reflect the reduced time worked.
- b) Pension and benefit coverage, as well as premiums or contributions, will continue at pre-arrangement levels.
- c) Pension and benefit coverage during the leave without pay period will continue at pre-arrangement rates and the Employer is responsible for their share of pension;
- d) Changes to an approved leave arrangement may be made only in rare and unforeseen circumstances, and with 30 days prior notice to the employee.
- e) Employee requested changes to, or cancellation of, leave arrangements must occur and take place within approved twelve (12) month income averaging arrangement.
- f) Changes to the leave arrangements by the employee must be provided in writing, with a of minimum two (2) week's notice.
- g) This period of leave without pay will not be extended by any other periods of leave.
- h) Employees are eligible to be granted income averaging leave once every three (3) years.

## APPENDIX "E"

### DEFERRED SALARY LEAVE PLAN – REGULATIONS

- A. .01 Purpose: The Deferred Salary Leave Plan will afford employees the opportunity of taking one (1) year leave of absence, and through deferral of salary, finance the leave.
- .02 Eligibility: Any employee who is a full-time permanent employee of UNDE is eligible to participate in the Plan.
- .03 Application: Any employee must make written application to the Employer on or before January 1st of the year deferment is to commence, to participate in the plan. Written acceptance or denial of the employee's request with explanation shall be forwarded to the employee within ten (10) days after the request is made.

Approval of individual requests to participate in the Plan shall rest solely with the Employer. Notwithstanding the aforementioned, the Employer may restrict in any year the number of participants in the Plan.

- .04 In the year while on Deferred Salary Leave, an employee must indicate to the Employer his/her intention of either retiring or returning to the workforce.
- B. .01 Payment Formula and Leave of Absence
- i) In each year of the Plan, preceding the year of the leave, an employee will be paid a reduced percentage of applicable annual salary.
- ii) The remaining percentage of the gross annual salary will be deducted in bi-weekly instalments commencing with the first pay cheque in January and will continue to be deducted for a period not to exceed 24 months for the "two over three" plan; 36 months for the "three over four" plan; 48 months for the "four over five" plan; 60 months for the "five over six" plan; 72 months for the "six over seven" plan and 84 months for the "seven over eight" plan. The percentage of salary deducted for each of the above plans is as follows:
- 2 over 3 = 33.3% deducted for 24 months  
3 over 4 = 25.0% deducted for 36 months  
4 over 5 = 20.0% deducted for 48 months  
5 over 6 = 16.7% deducted for 60 months  
6 over 7 = 14.3% deducted for 72 months  
7 over 8 = 12.5% deducted for 84 months

Except for the 2 over 3 plan, approximately 80% of salary is put aside for the life of the Plan.

- iii) All deferred salary shall be forwarded to the Bank of Nova Scotia and shall accumulate interest at the same rate as UNDE Long Term Deposits in Certificates or Bonds.
- iv) Employee contributions for Canada Pension Plan, Employment Insurance and Income Tax are to be deducted from the portion of salary remaining after the approved deferment percentage. Employee pension plan deductions during each year of the Plan, including year of leave, shall be made on the basis of what the salary would have been had the employee not entered the Plan. In the year of leave, Income Tax, Canada Pension Plan and Employment Insurance contributions are to be made from the deferred salary plus accumulated interest. All other deductions such as AEU Union dues shall be made as usual.
- v) In the year of leave, the annual salary shall be determined from the total amount accumulated from contributions to the Plan over the preceding 24, 36, 48, 60, 72, 84 months plus accumulated interest.
- vi) The amount referred to in (v) above will be paid in bi-weekly instalments by the Employer. The residual will continue to earn interest at the prevailing rate outlined in (iii) above and any adjustments of accumulations will be paid on the twenty-sixth (26<sup>th</sup>) instalment.

C. Benefits

- .01 While an employee is enrolled in the Plan, and not on leave, any benefits tied to the salary level shall be structured according to the salary the employee would have received had she/he not been enrolled in the Plan.
- .02 An employee's benefits will be maintained during his/her leave.
- .03 While on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received had she/he not been enrolled in the Plan.
- .04 Sick leave credits shall not accumulate during the year spent on leave. However, they will be carried over to the employee's credit upon her/his return to work. She/he may not use sick leave or other credits while on the year's leave.

- .05 Each year of the Plan, including the year spent on leave, shall be a year of pensionable service, continuous service and seniority.
- .06 On return from leave the employee shall be assigned to the same position she/he occupied before leaving. If that position no longer exists, the employee shall be assigned to a position at the same salary level occupied before leaving.

D. Withdrawal from the Plan

- .01 An employee may withdraw from the Plan any time prior to April 30th of the calendar year in which the leave is to commence. Any exceptions to the aforesaid shall be at the discretion of the Employer. Repayment shall be pursuant to:
- .02 An employee who withdraws from the Plan shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.
- .03 Should an employee die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death, shall be paid to the employee's estate.
- .04 Any repayment shall be subject to the Income Tax laws respecting lump sum payments.

E. Contracts

- .01 All employees wishing to participate in the Plan shall be required to sign the approved contract before final approval for participation is granted. In exceptional circumstances, the Contract provisions concerning percentages of salary and year of leave may be amended by mutual agreement.
- .02 An employee who participates in this Plan shall be committed to the year of leave specified and will not be granted a deferral. The specified leave will be taken or the money will be returned as in Item D.

ANNEX 'A' TO APPENDIX "E"

**MEMORANDUM OF AGREEMENT FOR A DEFERRED SALARY LEAVE PLAN**

I have read and agree to the terms and conditions of the AEU/UNDE Deferred Salary Leave Plan contained in the AEU Collective Agreement. I also agree to the following additional conditions:

1. The period of my Plan shall commence \_\_\_\_\_ and terminate \_\_\_\_\_.
2. I agree to take my deferred salary leave commencing \_\_\_\_\_ and terminating \_\_\_\_\_.
3. During the funding period of the Plan I agree to be paid at the rate of \_\_\_\_\_% of my annual salary. I accept responsibility for any financial indemnity arising out of participation in this plan as set forth in "Appendix "E"" of the AEU Collective Agreement.
4. I agree during my deferred salary leave to be paid in total the amount withheld during the funding period of the Plan in which I participate plus any accumulated interest.

|               |                   |
|---------------|-------------------|
| _____<br>DATE | _____<br>EMPLOYEE |
|---------------|-------------------|

|               |                  |
|---------------|------------------|
| _____<br>DATE | _____<br>WITNESS |
|---------------|------------------|

APPENDIX "F"

MEMORANDUM OF UNDERSTANDING  
BETWEEN

THE ALLIANCE EMPLOYEES UNION UNITS XIV & XVII

AND

THE UNION OF NATIONAL DEFENCE EMPLOYEES

PROVISIONS FOR TELEWORK

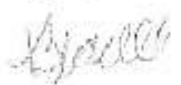
The parties agree to hold meaningful consultation within 30 calendar days of the ratification of this collective agreement in order to develop and implement provisions for Telework with the view of finalizing this Memorandum of Understanding (MOU) within 90 calendar days of commencement of the consultation.

Signed at Ottawa on 30 day of September 2021

For the Employer

 Denis LaBrecque  
 E. Stone  
 Maya Simcoe

For the Union

 Louis Biron  
 E. Blackman  
 A. Agnew

## TERMS OF AGREEMENT

It is agreed by the parties that this agreement shall remain in effect from January 1, 2021 to December 31, 2023 inclusive.

Increases to Rates of Pay, as reflected in Appendix A, are as follows:

“Effective January 1, 2021: 0.95% + the increase, if any, in the annual CPI for 2021 based on the year over year Consumer Price Index percentage for Ottawa All Items (1981 base year) for December.

Effective January 1, 2022: 0.95% + the increase, if any, in the annual CPI for 2022 based on the year over year Consumer Price Index percentage for Ottawa All Items (1981 base year) for December.

Effective January 1, 2023: 0.95% + the increase, if any, in the annual CPI for 2023 based on the year over year Consumer Price Index percentage for Ottawa All Items (1981 base year) for December.

For 2021, 2022 or 2023, if the total amount (as defined above) is more than 2.75%, then the increase to rates of pay for that calendar year will be equal to the greater of 2.75% or the CPI percentage.

This settlement shall not constitute a precedent and is without prejudice to any position the Employer may wish to take in future negotiations.”

The rates of pay outlined in Appendix “A” of the collective agreement will apply retroactively to all employees, including all the individuals who have left the Union of National Defence Employees prior to the signing of the collective agreement. It is the responsibility of the individual to maintain a current address and telephone number with the Employer.

The agreement shall remain in effect from year to year or until either party serves written notice to bargain within ninety (90) days prior to the expiration date or an annual anniversary date following.

This agreement shall remain in effect during the period of bona fide collective bargaining required to negotiate a replacement Agreement. This Agreement may be amended in writing at any time by mutual agreement of the parties.

The parties agree that there will be no layoffs for the life of the agreement in Unit 18.

The Employer agrees to provide a copy of this agreement to each member of the bargaining unit in either French or English within thirty (30) days from the signing of this agreement.

Alliance Employee's Union Unit XVIII

[Signature]

[Signature]

[Signature]

Union of National Defence Employees

[Signature] Benoit LABERGE

[Signature] E. Stone

[Signature] MONA Simcoe

AEU 18  
Expires – December 31, 2023

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