

COLLECTIVE AGREEMENT

between the

UNION OF CANADIAN TRANSPORTATION EMPLOYEES (UCTE)

and the

CANADIAN UNION OF STAFF OFFICERS (CUSO)

from May 1, 2022, to April 30, 2025

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ARTICLE 1**PURPOSE**

1.01

It is the desire of both parties to this agreement:

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

ARTICLE 2**DEFINITIONS AND RECOGNITION**

2.01

For the purpose of this Agreement,

- (a) "Bargaining unit" means the employees of the Employer, as described in Article 2 (Recognition);
- (b) A "common-law spouse" relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse, and continues to live with that person as if that person were his/her spouse irrespective of gender;
- (c) "compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave or when compensatory leave is paid in cash shall be based on the employee's hourly rate of pay received on the day immediately prior to the day on which leave is taken;
- (d) "continuous employment" means an unbroken period of employment with the Alliance and/or its Components. Employment shall not be considered to be broken by authorized periods of less than three (3) months between two separate periods of employment with the Alliance and/or its Components. The employee must pay both the UCTE and

employee share pension and benefit plans during such authorized periods.

- (e) "day of rest" means Saturday and/or Sunday;
- (f) "employee" means a person who is a member of the bargaining unit including term and part-time employees;
- (g) "Employer" means the Union of Canadian Transportation Employees;
- (h) "holiday" means a day designated as a paid holiday in this agreement;
- (i) "membership dues" means the amount of monies established by the Canadian Union of Staff Officers, as payable by its members as a consequence of their membership in the Union and shall not include any initiation fee, insurance premium, or special levy.
- U) "spouse" means a person to whom an employee is legally married, or a person with whom an employee has cohabited for a continuous period of at least one (1) year and who has been identified to the Employer as the employee's spouse irrespective of gender;
- (k) "term employee" means a person who is employed by the Employer for a specific period of time to perform duties either on a full-time or part-time basis but who ceases to be employed when the specified period of time is terminated unless the specified period of time is extended by another specified period of time or terminated prior to the specified period;
- (l) "President" means the National President of the UCTE or their alternate;

2.02 UCTE recognizes CUSO as the sole and exclusive bargaining agent for Labour Relations Officers of UCTE and hereby consents and agrees to negotiate with CUSO concerning matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

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

ARTICLE 3 MANAGEMENT RIGHTS

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

ARTICLE 4 CUSO SECURITY

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

ARTICLE 5 BARGAINING COMMITTEE

- 5.01 The UCTE agrees to recognize a committee of up to two (2) members selected by CUSO as their committee for bargaining and handling of other matters arising out of the Agreement. Such members shall suffer no loss of salary carrying out these functions while meeting with management.
- 5.02 In the event either party wishes to call a meeting of the committee, the meeting shall be held within sixty (60) calendar days at a time and place fixed by mutual agreement.

ARTICLE 6 MATTERS OF MUTUAL CONCERN

- 6.01 The UCTE agrees to engage in meaningful consultation on all matters not specifically covered by the present collective agreement.

ARTICLE 7**RESOLUTIONS AND REPORTS OF THE NATIONAL EXECUTIVE**

7.01

Copies of all changes in policies or rules and regulations adopted by the National Executive of the UCTE which affect the members of the CUSO are to be forwarded to the CUSO within fifteen (15) days of such change or adoption.

ARTICLE 8**GRIEVANCE PROCEDURE**

8.01

An employee who feels that he/she has been treated unjustly or considers himself/herself aggrieved by any action or lack of action by the UCTE in matters other than those arising from the classification process is entitled to present a grievance in the matter prescribed in clause 8.04.

8.02

Before submitting a grievance, an employee is encouraged to discuss the matter with the UCTE. An employee may, if he/she so desires, be assisted or represented by the CUSO during such discussions.

8.03

An employee has the right to be represented by the CUSO at each step of the grievance procedure.

8.04

Step 1

A grievance should be presented in writing to the National Vice-President within twenty-five (25) working days after the date on which an employee becomes aware she/he has a grievance. The National Vice-President shall render her/his decision in writing within ten (10) working days after the grievance is submitted.

Step 2

If the grievance is not resolved to the employee's satisfaction at Step 1, it may be referred within ten (10) working days to the National President who shall render her/his decision in writing within fifteen (15) working days after the grievance has been transmitted.

8.05

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

8.06

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

requested to appoint an arbitrator.

8.07 The arbitrator shall, within seven (7) days, render her/his written decision in accordance with this Agreement. Such decision shall be final and binding on both parties. Expenses of the arbitrator shall be shared equally by the UCTE and the CUSO.

8.08 If the above appointed arbitrator is unable to complete her/his report as the result of unforeseen circumstances, an alternate shall be appointed. The aggrieved may be present at any or all of the above steps.

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

ARTICLE 9 CROSSING OF PICKET LINES

9.01 Employees shall have the right to refrain from crossing legal picket lines without suffering loss of pay or benefits.

ARTICLE 10 RETENTION OF RIGHTS AND PRIVILEGES

10.01 Should the UCTE merge, amalgamate or combine any of its operations or functions with another organization, the UCTE, through whatever merger agreement involved, will protect the current benefits and conditions of employment of the members of the bargaining unit.

10.02 The UCTE agrees that existing terms and conditions of employment, as per the *Ontario Labour Code*, shall continue throughout the life of the Agreement. Prior to any contemplated change(s), negotiations between the UCTE and the CUSO shall take place.

ARTICLE 11 PAID DESIGNATED HOLIDAYS

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

New Year's Day
January 2nd
Family Day
Good Friday
Easter Monday

Sovereign's Birthday
Dominion Day
Civic Holiday (first Monday in August)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and one additional day when proclaimed by an Act of Parliament as a National Holiday.

- 11.02 (a) When a paid designated holiday(s) coincides with an employee's scheduled day(s) of rest, it shall be moved to the employee's first normal working day following his day(s) of rest, unless otherwise mutually agreed between the employee and the UCTE.
- (b) Notwithstanding Article 11.02 (a), in the situation where an employee is on a compressed work schedule, and when a paid designated holiday coincides with or is moved to the employee's day of rest (Compressed day off), the employee's day of rest will be moved to the working day after the paid designated holiday.

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

ARTICLE 12

LEAVE - GENERAL

- 12.01 Leave credits shall be based on the fiscal year commencing January 1st and ending December 31st.
- 12.02 An employee who is entitled to receive at least ten (10) days pay in each calendar month of a fiscal year shall earn leave at the applicable rates.
- 12.03 When an employee has been granted more paid leave than he/she has earned and his/her 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.
- 12.04 Employees who are on strength at the beginning of any year shall be entitled to take anticipated leave prior to such leave

being earned.

- 12.05 The transfer of Leave Credit Agreement between the UCTE, the Public Service Alliance of Canada and other participating Components shall apply.

ARTICLE 13

VACATION LEAVE WITH PAY

- 13.01 Three (3) weeks upon commencing employment
Four (4) weeks after four (4) years
Five (5) weeks after nine (9) years
Six (6) weeks after sixteen (16) years
Seven (7) weeks after twenty-five (25) years

- 13.02 Every effort shall be made to allow vacation when requested by employees.

- 13.03 An employee shall be entitled to carry forward any unused vacation leave credits into the next year if the UCTE has interrupted the employee's original arrangements.

- 13.04 Upon request and with the approval of the UCTE, an employee shall be permitted to carry over any portion of her/his vacation leave credits into the next year.

Furthermore, it is recognized that there are exceptional circumstances which may require that more time be allowed to be carried over, with the approval of the employer.

- 13.05 Holiday during Vacation

If a paid holiday falls or is observed during an employee's vacation period, she/he shall be granted an additional day's vacation with pay for each holiday in addition to his regular vacation time.

- 13.06 Vacation Pay on Termination

An employee terminating her/his employment at any time in her/his vacation year before she/he has had her/his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

- 13.07 Approved Leave of Absence During Vacation

Where an employee is hospitalized or qualifies for bereavement or any other approved leave during her/his period

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

employee shall provide satisfactory evidence of his hospitalization nor bereavement.

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

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

- (a) in proceeding to her/his place of duty;
- (b) in returning to the place from which she/he is recalled if she/he immediately resumes vacation upon completing the assignment for which she/he was recalled, after submitting such accounts as are normally required by the UCTE.

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

13.11 Vacation Leave With Pay

Nothing prevents the employee from requesting, or from the UCTE granting leave in unit(s) of days.

If the employee requests vacation leave in unit(s) of days he/she shall give the UCTE two (2) days advance notice for each day of vacation leave requested.

13.12 After completion of one (1) year of continuous employment, an employee shall be credited a one-time entitlement of five (5) days' vacation leave with pay.

ARTICLE 14

LEAVE OF ABSENCE

- 14.01
- (a) At the request of the employee and with the approval of the UCTE, leave of absence without pay may be granted for the purpose of being a candidate in Federal, Provincial or Municipal elections.
 - (b) An employee who is elected to public office pursuant to clause 14.01 (a) shall be allowed leave of absence without pay during his/her term of office.

14.02

Bereavement Leave

For the purpose of this clause, immediate family is defined as father, mother, (or alternatively step-father, stepmother or foster parent), brother, sister, spouse, child, stepchild, child adopted through Aboriginal custom adoption practices, or ward of the employee, father-in-law, mother-in-law, grandparents, employee's grandchild, and other relatives permanently residing in the employee's household or with whom the employee permanently resides, and also includes anyone for whom the employee holds a legally executed "Power of Attorney". Furthermore, for the purpose of this clause, the definition of immediate family will include the relatives of a common law spouse in the same manner as would be applied to the relatives of a spouse.

- (a) When a member of an employee's immediate family dies, the employee shall be entitled to bereavement leave with pay for a period of five (5) days for purposes relating to the bereavement and may, in addition, be granted up to two (2) days' leave with pay for the purpose of travel related to the death.
- (b) An employee is entitled to two (2) days' bereavement leave with pay for the purpose related to the death of the employee's son-in-law, daughter-in-law, brother-in-law, and sister-in-law.
- (c) An employee is entitled to one (1) day's bereavement leave with pay for the purpose relating to the death of the employee's aunt, uncle, niece or nephew.
- (d) An employee is entitled to one (1) day's special leave with pay when they are named as an Executor of Estate, to carry out their duties.

14.03

Jury or Court Witness Duty

The UCTE shall grant leave of absence to an employee who is called as a juror or witness in any court. The UCTE shall pay such an employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

14.04

Other Leave With or Without Pay

At its discretion, the Employer may grant:

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

14.05

Leave with Pay for Family Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (including common law spouse, resident with the employee), dependent children of legal or common law spouse, foster children), parent (including step-parents or foster parents), grandparents, mother/father-in-law, grandchildren, not necessarily residing with employee, or any relative permanently residing in employee's household and anyone the employee has power of attorney.
- (b) The total leave under this article during a fiscal year shall not exceed the weekly scheduled hours of the employee plus one day.
- (c) With the agreement of the employer, an employee may request an advance of up to 50% of this leave allotment of the next year.

14.06

Maternity Leave

- (a) An employee who becomes pregnant shall notify the UCTE at least two (2) weeks prior to the date on which she plans to begin her maternity leave of her intention to do so. This written notice must include the date on which she intends to begin her maternity leave, and a letter from her doctor indicating the baby's due date.
- (b) (i) Subject to sub-clause c) of this clause, an employee who becomes pregnant shall be granted twenty-eight (28) weeks of leave without pay. This leave may begin at any time within seventeen (17) weeks of the baby's due date, and extends beyond the date of the baby's birth until the twenty-eight (28) weeks have expired.
 - (ii) Notwithstanding sub-clause (b)(i):
 - 1. where the employee has not yet proceeded on

maternity leave without pay and the newborn child is hospitalized, or

2. where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized, the period of maternity leave without pay defined in sub-clause (b)(i) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.
3. The extension described above shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

(c) The UCTE may:

- (i) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it before the full twenty-eight (28) weeks have expired.
- (ii) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy.
- (iii) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.

(d) Leave granted under this clause shall be counted in the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for seniority and pay increment purposes. During such leave, the Employer will continue to pay its applicable share of pension and benefit plans.

(e) (i) An employee who provides the UCTE with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to applicable provisions of the *Employment Insurance*, shall be paid a maternity leave allowance in accordance with the Supplementary Benefit Plan

While in receipt of this allowance, the employee shall continue to accumulate annual leave and sick leave credits.

- (ii) Employees shall have no vested right to payments under the plan, except to payment during a period of unemployment specified in the plan.
- (iii) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- (f) An applicant under sub-clause (e) shall sign an agreement with the UCTE, providing:
 - (i) that she will return to work and remain in the UCTE's employ for a period equal to the period she was in receipt of maternity allowance; and
 - (ii) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the UCTE's consent.
- (g) (i) Should the employee fail to return to work as per the provisions of sub-clause (f)(i) or should she return to work but fail to work for the total period specified in provisions of sub-clause (f)(i), she will be indebted to the UCTE for an amount determined as follows:

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

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

14.07

Parental Leave

- (a) An employee shall receive twenty-one (21) hours of leave with pay for needs related to the birth or adoption of the employee's child. A pregnant employee shall be entitled to this twenty-one (21) hours of leave immediately prior to the commencement of maternity leave.
- (b) An employee requiring leave for reasons pertaining to the birth or adoption of a child joining their immediate family shall be granted up to thirty-five (35) weeks of leave without pay if the employee also took a period of maternity leave. If the employee did not take any maternity leave, the employee shall be entitled to thirty- seven (37) weeks of leave without pay.
- (c) A notice that leave will be requested under this clause shall be made at least two (2) weeks prior to the expected date of commencement of that leave. The employee shall make every effort to keep the UCTE informed of leave requirements. Notice of the leave requirement may be waived by the UCTE.
- (d) The UCTE may:
 - (i) defer the commencement of parental leave without pay at the request of an employee;
 - (ii) require an employee to submit a birth certificate of the child.
- (e) Parental leave without pay utilized by an employee-couple in conjunction with the birth or adoption of their child shall not exceed a total of seventy-two (72) weeks for both employees combined.
- (f) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for seniority and pay increment purposes. During such leave the UCTE will continue to pay its applicable share of pension and benefits plans.
- (g) (i) An employee who provides the Employer with proof that he/she has applied for and is eligible to receive employment insurance benefits pursuant to applicable provisions of the *Employment Insurance Act*, shall be

paid a parental leave allowance in accordance with the Supplementary Employment Benefit Plan. While in receipt of this allowance the employee shall continue to accumulate annual leave and sick leave credits.

- (ii) Employees shall have no vested right to payments under the plan, except to payments during a period of unemployment specified in the plan.
- (iii) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- (h) An applicant under sub-clause (g) shall sign an agreement with the UCTE, providing:
 - (i) that the applicant will return to work and remain in the UCTE's employ _for a period equal to the period he/she was in receipt of parental allowance; and
 - (ii) that the applicant will return to work on the date of the expiry of the parental leave, unless this date is modified with the UCTE's consent.
- (i) Should the employee fail to return to work as per the provisions of sub-clause (h) or should he/she return to work but fail to work for the total period specified in provisions of sub-clause (h), he/she will be indebted to the UCTE for an amount determined as follows:

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

Total period to be worked as specified in (f)(i)

- (iii) the repayment provided for in 17.05(i)(i) will not apply in situations of:
 - 1. death.
 - 2. lay off.
 - 3. early termination due to lack of work or discontinuance of function of a specified period of employment that would have been sufficient to meet the obligation specified under sub-clause (h).
 - 4. the end of a specified period of employment, if the employee is rehired by the UCTE within six (6) months following the end of the obligations specified in sub-clause (h), or
 - 5. has become disabled.

U) Notwithstanding sub-clause b):

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

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

The extended period shall end not later than 104 weeks after the day on which the child comes into the employee's care.

Maternity Leave and Parental Leave
Supplementary Employment Benefits

14.08

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

- (a) an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two waiting period less any other monies earned during this period; and/or
- (b) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.
- (c) (a) and (b) for when the employee chooses to use up to 12 months leave, for periods from 12 months to 15 months, the Supplementary Employment Benefit will be divided proportionately per month.

14.09

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

- (a) where an employee is subject to a waiting period two (2) weeks before receiving Employment Insurance parental benefits, ninety-three (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period.
- (b) for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act* the difference between the gross weekly amount of the employment insurance parental benefits he or she is eligible to receive and ninety-three (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period.
- (c) (a) and (b) for when the employee chooses to use up to 12 months leave, for periods from 12 months to 15 months, the Supplementary Employment Benefit will be divided proportionately per month.

14.10

Special Maternity and Parental Allowance
for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirements specified in clause 14.06 and/or clause 14.07 solely because a concurrent entitlement to benefits under the Disability Plan (DI) or the Long Term Disability Insurance Plan (LTD) or provincial compensation schemes prevents her from receiving employment insurance benefits (EI), and
 - (ii) has satisfied all of the other eligibility criteria, shall be paid, in respect of each week of maternity and/or parental leave, the difference between ninety-three percent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan or the LTD Plan.
- (b) An employee shall be paid an allowance under this clause for the same number of weeks for which she would have been eligible for an allowance under clause 14.06 and/or clause 14.07 had she been in receipt of benefits under the *Employment Insurance Act*.

14.11

- (a) For a full-time employee, the weekly rate of pay referred to in clauses 14.06 and 14.07 above shall be the weekly rate of pay to which she or he is entitled to on the day immediately preceding the commencement of maternity leave or parental leave.
- (b) For a part-time employee, the weekly rate of pay referred to in clauses 17.06 and 17.07 above shall be the pro-rated weekly rate of pay to which she or he is entitled, averaged over the six (6) month period of continuous employment immediately preceding the commencement of maternity leave or parental leave.
- (c) Where an employee becomes eligible for an annual increment during the period of maternity leave or parental leave, payments under clauses 17.06 and 17.07 above shall be adjusted accordingly.

14.12

Leave Without Pay for Personal Needs

Leave without pay will be granted for personal needs, in the following manner:

- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs. If an employee on such leave wishes to maintain contributor status, the employee must pay both the UCTE's and the employee's share of pension and benefits plans.
- (b) Subject to operational requirements, leave without pay of more than three(3) months but not exceeding one(1) year will be granted to an employee for personal needs. To maintain contributor status, same as (a) will apply.
- (c) An employee is entitled to leave without pay for personal needs only twice under each of (a) and (b) of this clause during her/his total period of employment in the Union of Canadian Transportation Employees. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without -the consent of theUCTE.
- (d) Leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave forthe employee involved. Time spent on such leave shall not be counted for pay increment purposes.

14.13 Self-Funded Leave

See Appendix "C".

14.14 Other Leave With Pay

Leave for up to four (4) hours will be granted to employees for their personal medical and dental appointments to a total of sixteen (16) hours per calendar year. Employees shall attempt to schedule such appointments outside of regular working hours. Such leave shall not be unreasonably withheld and should be reported on a form authorized by the UCTE.

14.15 Volunteer Leave

Subject to operational requirements as determined by UCTE and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, one (1) day of leave with pay to work as a volunteer for a charitable or community organization or activity.

14.16 Leave Without Pay for the Compassionate Care of Family Member

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

where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

- (d) Leave granted under this article shall be for a minimum period of one (1) week.
- (e) If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised of circumstances under which she or he would have been eligible for compassionate care leave without pay under sub-clauses b) and c), the employee shall be granted compassionate care without pay and her or his paid leave credits shall be restored to the extent of any concurrent compassionate care leave without pay granted.
- (f) Compassionate Care Allowance
 - (i) An employee who has been on Compassionate Care Leave without pay, shall be paid a compassionate care allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause ii), provided she or he:
 - (a) has completed six (6) months of continuous employment before the commencement of leave without pay;
 - (b) provides the Employer with proof that she or he has applied for and is in receipt of compassionate care benefits of the *Employment Insurance Act* in respect of insurable employment with the Employer.
 - (ii) Compassionate Care Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance Compassionate Care benefits, ninety-three percent (93%) of her/his weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (b) for each week in respect of which that employee receives Compassionate Care benefits, the difference between the gross weekly amount of the

Employment Insurance Compassionate Care benefits she or he is eligible to receive and ninety-three percent (93%) of her or his weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she or he would have been eligible if no extra monies had been earned during this period.

(iii) At the employee's request, the payment referred to in sub-clause 14.16 f) ii) a) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI compassionate benefits.

(iv) Transitional Provisions

If, on the date of signature of this Agreement, any employee is currently on Compassionate Care leave without pay or has requested a period of such leave without pay but has not commenced the leave, 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 15

SICK LEAVE

15.01 An employee shall earn sick leave credits at the rate of one and one half (1 1/2) days for each calendar month for which he/she receives pay for at least ten (10) days.

15.02 Granting of Sick Leave

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

(a) he/she satisfied the UCTE of his/her condition in such a matter and at such times as may be determined by the UCTE, and

(b) he/she has the necessary sick leave credits.

15.03 An employee shall not be granted sick leave with pay during any period in which he/she is on leave of absence without pay or undersuspension.

- 15.04 If an employee has insufficient credits to cover the granting of sick leave with pay under the provisions of this section, additional sick leave with pay may be granted, at the discretion of the UCTE, subject to recovery of the value of any such advanced sick leave from any benefits accrued or subsequently accruing to the employee.
- 15.05 Unused sick leave credits shall be considered and counted as service for the purposes of Article 16 upon termination of an employee's services (i.e., 1 week equals 5 working days or 1 sick day equals 1 working day).
- 15.06 Only when required and requested by the Employer for medical and/or accommodation issues, the UCTE shall reimburse the employee for related medical certificates from the employee's personal physician or specialist.

ARTICLE 16**SEVERANCE PAY**

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

ARTICLE 17**HOURS OF WORK AND OVERTIME**

- 17.01
- (a) The scheduled work week shall be thirty-five (35) hours per week, Monday to Friday inclusive. The scheduled work day shall be seven (7) hours exclusive of a lunch break.
 - (b) The UCTE will provide two (2) rest periods of fifteen (15) minutes each per full working day.

- (c) The honour system of hours of work shall prevail for the normal work week from Monday to Friday. Extra hours worked shall be recorded upon return to work and subject to operational requirements, time off in lieu shall be granted at times convenient to both the employee and the UCTE.
 - (d) Employees shall have a flexible start time between 6:00 a.m. and 8:00 a.m. and shall be according to their preference.
- 17.02 Employees required to work on a Saturday shall be paid for such work performed at the rate of one and one-half (1 1/2) times their regular or acting rate.
- 17.03 Employees required to work on a Sunday shall be paid for such work performed at the rate of double (2) times their regular or acting rate.
- 17.04
 - (a) Overtime shall be compensated in cash except where upon request of an employee, and with the approval of the UCTE, overtime may be compensated in equivalent compensatory leave with pay.
 - (b) The UCTE shall grant compensatory leave with pay at times convenient to both the employee and the UCTE. Compensatory leave with pay not used by the end of a twelve (12) month period ending December 31st of each year will be paid in cash.
 - (c) An employee shall have the right to accumulate a maximum often (10) days compensatory leave.
- 17.05 Expenses for work performed in circumstances as defined in Appendix "B", but not restricted thereto, shall be authorized. Such circumstances shall normally be approved by the UCTE.
- 17.06 On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours traveled to a maximum often (10) hours.

ARTICLE 18**PAY ADMINISTRATION**

- 18.01 All employees shall be paid in accordance with Appendix "A". For annual increment purposes, the anniversary date of an employee shall be the hiring date, or on promotion or

reclassification.

- 18.02 In the case of promotion, the employee shall receive a salary increase equivalent to at least one (1) pay increment in his former range of pay.
- 18.03 If the UCTE anticipates the introduction of a new classification structure, it shall be subject to meaningful consultation with the CUSO.
- 18.04 Where a salary increment and a salary revision are affected on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.
- 18.05 To determine the employee's rate of pay, the negotiated increase shall be applied to the employee's range and such increase shall be applied to the employee's present rate.
- 18.06 All employees shall be paid on a bi-weekly basis on alternate Thursdays. If a paid designated holiday falls on a Thursday which is designated as a pay day, the pay day shall be on the preceding day.
- 18.07 When an employee is required by the UCTE to perform the duties of a higher classification level on an acting basis, he/she shall be paid acting pay on first day of appointment.
- 18.08 Should the classification level of the position of an employee be reclassified downward, the employee's personal classification level and pay entitlements shall not be adversely affected and shall be maintained.
- 18.09 The UCTE will indicate on each employee's T-4 Supplementary the total of all CUSO dues deducted for each tax year.

ARTICLE 19

EMPLOYEE TRAVEL

- 19.01 When required to travel on CUSO business, an employee shall be reimbursed in accordance with UCTE Regulations for reasonable expenses incurred.
- 19.02 When the UCTE requires the employee to travel, it shall be in accordance with Regulations established, and as amended from time to time by the UCTE.

ARTICLE 20**OTHER BENEFITS**

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

20.02 Salary Continuation Plan

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

20.03 Group Life Insurance

The UCTE shall pay, effective July 1st, 1979, one hundred per cent (100%) of the premiums of the group life insurance plan as underwritten and currently in effect.

20.04 Medical Insurance (Coughlin & Associates Group 9703)

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

20.05 Parking

The Employer shall pay 100% of the monthly parking charges up to the maximum of the outdoor parking rate. Or

The Employer shall reimburse the employees using public transportation (bus pass) 100% of the amount paid.

Dental Care Plan (Coughlin & Associates Group 9703)

The UCTE shall pay one hundred per cent (100%) of the premium of the group dental care plan currently in effect.

20.06 Vision Care Plan

The UCTE shall pay one hundred per cent (100%) of the premium for a vision care benefit which provides for \$350.00 per insured member per two years.

20.07

While on Leave without Pay the UCTE shall continue to pay

20.08

premiums for the Health Care Plans listed above, with the exception of the Salary Continuation Plan. Upon returning to work the employee shall reimburse the UCTE through a mutually agreeable method.

However, if the employee does not return to work the UCTE shall have the right to recover any monies owing by deducting said monies to be determined by the UCTE from the Severance Pay.

- 20.09 Upon retirement an employee who qualifies may continue to enjoy the benefits of the Group Life and Extended Health Care Services until age 65.

Employees who choose this option shall be responsible for all premiums. Premiums may be submitted to the UCTE through a mutually agreeable method.

20.10 Employee Assistance Program

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

ARTICLE 21

CLASSIFICATION GRIEVANCE PROCESS

- 21.01 An employee is entitled to a copy of the description of the duties of his position.

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

- 21.03 An employee may request a review of the classification of her/his position. When such request is made in writing, the description of the duties of the employee's position will be referred to the Public Service Alliance of Canada for review and evaluation by a qualified classification officer. The results of such a review and evaluation shall include classification level and point rating by factor, and be provided to the employee in writing.

- 21.04 An employee who is not satisfied with the result of the classification review may submit a classification grievance. Such a grievance must be in writing and must be submitted to the UCTE within twenty-five (25) working days of the employee being made aware of the results of the review.

- 21.05 The classification grievance will be referred without delay to an arbitrator who shall render a final and binding decision.
- 21.06 The arbitrator shall not be an employee of the Public Service Alliance of Canada or its Components, and shall be selected with mutual consent by the UCTE and the CUSO and shall be required to render her/his decision within twenty (20) days of the grievance hearing.
- 21.07 Unless there are significant changes to the duties and/or responsibilities of her/his position, an employee may not submit a classification grievance more than once.
- 21.08 Lower Classification. In the event that a reclassification results in a lower rate of pay, the affected employee shall continue to receive the same salary rate, for as long as he/she remains in the position, or until such time as the salary rate of the revised classification, through increments provided for under the present collective agreement, meets or exceeds the employee's current salary rate.

ARTICLE 22**DURATION OF THE AGREEMENT**

- 22.01 This agreement shall continue in force and effect from May 1, 2022, to April 30, 2025.
- 22.02 Either party to this Agreement may, not more than sixty (60) days and not less than thirty (30) days prior to April 30, 2025, present to the other party in writing proposed terms of a new or further Agreement and/or amendments to this Agreement, and a conference shall be held within twenty (20) days at which time the parties will commence negotiations on the proposed amendments and/or terms of a new Agreement. Failing agreement by April 30, 2025, this Agreement and all its terms will continue in force until a new Agreement is concluded.
- 22.03 This Agreement may be reopened for negotiations upon consent of both parties.

ARTICLE 23**LAY-OFF**

- 23.01 Employees subject to lay-off caused by a merger, downsizing or lack of work shall receive sixty (60) days' notice of affected status followed by a six (6) months' surplus notice. The UCTE shall offer a cash settlement of fifty two (52) weeks in lieu of surplus period

plus his or her severance pay as outlined in Article 16 of this Agreement. Payment arrangements can be established between UCTE and employee.

ARTICLE 24**CONTRACTING OUT**

24.01

No employee of the bargaining unit shall be subject to lay-off or have his or her hours of work reduced as a result of the UCTE having contracted out his or her functions.

ARTICLE 25**EDUCATION AND TRAINING**

25.01

An employee who undertakes a training course outside his normal hours of work may, at the discretion of the UCTE, be reimbursed in whole or in part for the direct expenses of instruction, that is, the expenses which must be paid to complete the training, and which are not primarily of a personal character. Such reimbursement shall not be unreasonably withheld.

25.02

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

- (a) obtain the UCTE's approval for the proposed training before it commences;
- (b) satisfactorily complete the training, including the passing of any final examination related to the course, or if there is no final examination, establish an excellent record of attendance.

25.03

- (a) Full reimbursement of the direct expenses of instruction will be made in some circumstances, fifty percent (50%) in others, and in some circumstances, no reimbursement. In making its decision, the UCTE will consider the immediacy and the degree to which additional training can be applied to the work.
- (b) Full reimbursement of the direct expenses of instruction may be approved in situations in which a specific training need in relation to the present work of an employee has been identified. Reimbursement of fifty per cent (50%) of the direct expenses of instruction is applicable in other cases where need is less specific or is based more on opinion than rigorous analysis. This would include situations in which the need cannot be determined precisely, where there is no immediate link between

completion of training and assignment of new work of the trainee, or where training anticipates long- term general needs of the Component.

- (c) Reimbursement will not be approved for training which does not, as a minimum, relate directly to the general need of the Component and the reasonable career aspirations of employees.

25.04

In certain instances, the Component may require the employee to give a written undertaking to continue his/her employment with the Component for a specified period following completion of authorized training. If such an undertaking is not honoured by the employee, all or part of the costs of instruction may be recovered from monies owing the employee on termination of his employment.

25.05

The UCTE shall, at its own discretion, reimburse the employee his/her professional annual fees in order for the employee to remain a member in good standing with his/her profession's governing body.

In exercising its discretion, the UCTE will consider whether the employee's requirement to be a member in good standing with its profession's governing body is related to the duties performed for and/or on behalf of the UCTE.

ARTICLE 26

DISCIPLINE

26.01

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

- (b) In any arbitration relating to a disciplinary measure, the burden of proof shall rest with the UCTE and such proof shall be confined to the grounds mentioned in the notice referred to in paragraph (a) above.

26.02

- (a) The UCTE agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing, or within a reasonable time thereafter.

- (b) Documents relating to disciplinary action which may have been placed on the personal file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action of the same nature has been recorded during this period.
- (c) Without limiting the options of the UCTE relating to which disciplinary action is to be taken in each particular case, the typical progression of discipline shall be:
 - oral reprimand;
 - written reprimand;
 - suspension;
 - discharge.

ARTICLE 27**SENIORITY**

27.01

Seniority shall consist of uninterrupted employment with the Union of Canadian Transportation Employees and shall include the service of a person who was appointed to a position in accordance with the *Ontario Labour Act* and who is an original employee as defined in the UCTE By-Laws effective the date of signing of this Agreement. A member of the CUSO bargaining unit will accumulate seniority from the date of her/his appointment.

27.02

Application

The provisions concerning seniority apply to full-time and part-time employees within their respective seniority lists.

27.03

Seniority Rights

Seniority shall be used to accommodate employees' preferences as follows:

- (a) Selection of work schedules within the work section among positions of a similar nature;
- (b) Choice of vacation periods within the work section;
- (c) Selection of vacant positions of a similar nature within the same work section.

27.04 Loss of Seniority

An employee shall forfeit his/her seniority in cases of:

- (a) Resignation and/or abandonment;
- (b) Discharge (dismissal);
- (c) If the employee is assigned, promoted, demoted, transferred, loaned or appointed outside the bargaining unit for which CUSO is certified. If the employee returns to his/her former position within six (6) months, he/she shall be deemed to have continuous service for seniority purposes.

ARTICLE 28**SEXUAL AND PERSONAL HARASSMENT****28.01**

CUSO and the UCTE recognize the rights of the employees to work in an environment free from sexual and personal harassment and agree that sexual and personal harassment will not be tolerated in the workplace.

- (a) Sexual harassment shall be defined as, but not limited to, any incident or series of incidents related to sexuality, that may be verbal, physical, deliberate, unsolicited or unwelcome.
- (b) Personal harassment shall be defined as any behaviour by any person that is directed at an employee and is offensive to that employee and undermines their job performance. Job counselling shall not be considered personal harassment.

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

Complaints and grievances under this Article shall be handled with all possible confidentiality.

28.02

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If because of 28.02 (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

ARTICLE 29 TECHNOLOGICAL CHANGE

- 29.01 Whenever the UCTE proposes to effect technological change that is likely to affect either the terms and conditions or the employment security of employees, the UCTE shall give notice to CUSO of the proposed technological change at least one hundred and twenty (120) days prior to the date on which the technological change is to be effected.
- 29.02 The notice referred to in clause 29.01 shall be provided in writing and shall state:
- a) the nature of the technological change;
 - b) the date on which the UCTE proposes to effect the technological change;
 - c) the approximate number of employees likely to be affected by the technological change; and
 - d) the effect that the technological change is likely to have on the affected employees' terms and conditions or security of employment.
- 29.03 Once the UCTE has given CUSO the notice described in clause 29.01, the UCTE shall, upon request, provide CUSO with written statement that will include:
- a) a detailed description of the nature of the proposed technological change;
 - b) the names of those employees who will initially be likely to be affected by the proposed technological change; and
 - c) the rationale for the change.
- 29.04 During the notice period describe in clause 29.01, the parties undertake to meet to hold constructive and meaningful joint consultation, in an effort to reach agreement or find solutions to the problems or implications arising from technological change. Where such consultations involve technological change that is likely to affect security of employment, the change shall not be introduced until the parties have reached agreement or the matter is resolved by arbitration.
- 29.05 Where an employee's position is likely to be affected by a technological change described in the notice referred to in clause

29.01, the employee will be provided reasonable training in the position as changed. Such training will be provided during regular working hours at no cost to the employee.

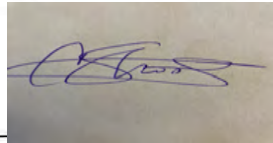
29.06

Should no course be available as per clause 29.05, the UCTE will grant time off equivalent to the time spent on course.

SIGNED ON BEHALF OF THE
UNION OF CANADIAN
TRANSPORTATION EMPLOYEES



SIGNED ON BEHALF OF THE
CANADIAN UNION OF STAFF
OFFICERS



In OTTAWA, on this 24 day of November 2022.

ARTICLE 30

NATIONAL CONFERENCES AND CONVENTIONS

- 30.01 The Employer agrees that all staff are a vital part of the proper functioning of the national office regardless of location. As a result, all CUSO national office staff will participate in the delivery of all national conferences and conventions during their normal hours of work, for the duration of the conference or convention. Any work performed outside of normal working hours will be predetermined prior to the commencement of the conference/convention except for exceptional circumstances.
- 30.02 All staff who participate in the national conferences or conventions will be entitled to all benefits in accordance with this collective agreement as well as the UCTE meal policy, UCTE family leave policy and UCTE travel policy.
- 30.03 Kilometric entitlement will be calculated as follows:
Workdays – total kilometers less the regular travel it takes to get to the National Office location.
Days of rest, weekends and statutory holidays – total kilometers without any deductions
- 30.04 The employer recognizes that some staff may require overnight accommodations to perform the necessary duties required to successfully deliver the event. This will be determined by the employer with the affected staff persons on a case by case basis.

APPENDIX "A" RATES OF PAY
LABOUR RELATIONS OFFICERS

CUSO Band 11

	Step 1	Year1	Year2	Year3	Maximum
	\$ 95,213	\$98,069	\$101,012	\$104,043	\$112,253
May 1st, 2022	\$ 97,593	\$100,521	\$103,537	\$106,644	\$115,059
May 1st, 2023	\$100,033	\$103,034	\$106,126	\$109,310	\$117,936
May 1st, 2024	\$102,534	\$105,610	\$108,779	\$112,043	\$120,884

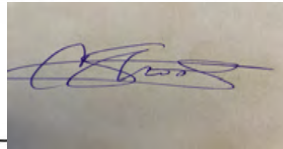
Annual salary increases rates:

Effective May 1, 2022	2.5%
Effective May 1, 2023	2.5%
Effective May 1, 2024	2.5%

SIGNED ON BEHALF OF THE
UNION OF CANADIAN
TRANSPORTATION EMPLOYEES



SIGNED ON BEHALF OF THE
CANADIAN UNION OF STAFF
OFFICERS



In OTTAWA, on this 24 day of November 2022.

APPENDIX "B" PURPOSE OF EXPENSES WHILE IN THE HEADQUARTERS

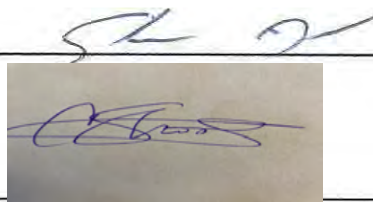
Circumstances for the purpose of expenses for meals and/or accommodations while in the headquarters area shall be:

- (a) attendance at conferences, meetings or public hearings where weekend sessions are scheduled;
- (b) on weekdays, when employees are required to attend formal full day conferences, meetings and hearings which last into the evening and a meal is an integral part of the proceedings;
- (c) when employees are involved in collective bargaining, mediation, conciliation or arbitration proceedings;
- (d) when other exceptional situations stemming from an employee's duties, where the reimbursement of his expenses is clearly reasonable and justifiable.
- (e) All circumstances requiring reimbursement for meals, accommodations and mode of travel within Headquarters shall require pre-approval.

SIGNED ON BEHALF OF THE
UNION OF CANADIAN
TRANSPORTATION EMPLOYEES



SIGNED ON BEHALF OF THE
CANADIAN UNION OF STAFF
OFFICERS



In OTTAWA, on this 24 day of November 2022.

APPENDIX "C" SELF-FUNDED LEAVE

Purpose

The objective of this article is to allow a self-funded leave program that will help respond to employee's developmental needs.

Definition

Self-Funded Leave (SFL) is defined as a period of leave without pay of up to one year for which an employee has applied a minimum of eighteen months in advance. Prior to the period of leave, the employee deposits monies into a trust fund which will serve to support themselves during the period of leave without pay.

UCTE places no restrictions on the activities the employee wishes to pursue during the leave, but does require a commitment from the employees to return to work after the leave for a period not less than the leave of absence period. Their position is guaranteed upon return from leave.

Eligibility

All indeterminate staff on strength for a minimum period of time, e.g. 2 years, would be eligible to apply. In those instances where, for operational reasons, management is unable to approve all requests, the following criteria will be used in the process of elimination;

- (a) applicants who have had previous paid or unpaid leave;
- (b) applicants who have had exchanges or secondments; and
- (c) applicants with lesser seniority.

Procedures

1. Employee application for SFL, including salary deductions and taxation arrangements, must be approved 18 months prior to the period of leave in question. Applications received involving shorter notice periods may also be considered in the light of operational feasibility. No application will be considered involving less than six months notices.

Note: *Salary deduction arrangements may be amended by mutual agreement in writing provided such requests are received for approval three months prior to the date for which the change is being requested, but no later than six months prior to the leave start date.*

2. Application reviewed by management and approved if operationally feasible.

3. Copy of approved application forwarded to Personnel/Pay Section.
4. Pay Section prepares necessary pay action.
5. UCTE establishes an employee account. UCTE Pay Office deducts and transfers funds to the financial institution trust account where they will be retained and accumulate interest until the commencement of leave or the dissolution of the agreement between the UCTE and the employee.

Note: *It is agreed that access to this account prior to the maturity of the Trust agreement may only be allowed with the written authorization of Management and the employee concerned.*

6. Income Tax on accrued interest is to be paid annually by the UCTE on behalf of the employee.
7. On maturity of the individual trust agreement, monies are released to an account accessible by the employee without additional UCTE paperwork.

Taxation

An employee may indicate a desire to defer deductions for income tax on the funds to be deposited. It is understood that where tax has been deferred, a source deduction will be made for income tax and other statutory deductions upon release of the funds to the employee. The principal portion of such funds shall be deemed as wages by UCTE.

Withdrawal

1. An employee may withdraw from the plan no later than six months prior to the planned leave date by giving written notice to the UCTE.
2. Where it can be demonstrated to the UCTE by an employee who is a participant in the plan, that an extreme financial emergency exists, or where an employee who is a participant in the plan is identified as being redundant, the notice period shall be waived and the accumulated funds shall be released to the employee within sixty (60) days. Should an employee die or be placed on long-term disability prior to going on leave, the funds shall be released to the employee's designated beneficiary or to the employee within sixty (60) days, or in the case of death, on the date specified and determined by the executors or administrators of the estate.

Funding

1. Employees pay the total cost of the leave by authorizing the withholding of a portion of their salary, up to a maximum of 30%, for deposit into a trust fund, on an ongoing basis, prior to the leave period.

The employee will be responsible for payment of her/his own share as well as the UCTE's share of all employee benefits while on leave.

2. The employee is paid out of the proceeds from the trust fund (after tax), depending upon the amount deposited and the length of leave.

Other costs to UCTE

1. Additional costs for hiring/training replacements.
2. Cost of administration: paperwork, enquiries, handling, etc.
3. Cost of direct funds transfer from UCTE Pay Office to the necessary trust fund.

Benefits

1. To employee

Participation in a program which may help them to re-energize or prevent burnout in today's complex environment.

The period of leave counts as pensionable service and the employee's position is guaranteed on his return to work.

The monies deposited in the employee benefit trust fund are deposit insured to \$60,000.

2. To the UCTE

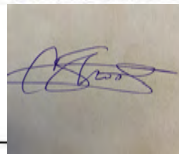
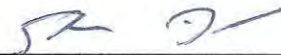
This program would begin to take effect in approximately two (2) years, i.e. when staff has sufficient monies on deposit in the trust fund to pay for a period of leave.

May reduce the need for employees to utilize other leave due to stress/burnout and thus, could have a positive impact on productivity.

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In OTTAWA, on this 24 day of November 2022.

APPENDIX "D" BILINGUAL BONUS

A bilingual bonus of \$1,300.00 per year shall be paid to any employee whose position is identified by the UCTE as bilingual if the incumbent meets the bilingual language requirements of the position.

Where the employer requires a proficiency at the professional level in an employee's other official language to write and prepare briefs, written presentations, translate their own work documents, an additional bilingual bonus allowance of \$700.00 per year shall be paid.

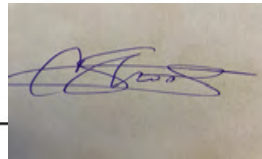
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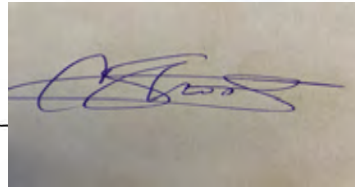
APPENDIX "E" ILLNESS, INJURY, DEATH WHILE IN TRAVEL STATUS

If an Employee of the CUSO Bargaining Unit dies or becomes ill while on travel status, the UCTE will adhere to **Section V- Emergencies, Illnesses, Injuries and Death while in Travel Status** of the Treasury Board Travel Directive (see attached).

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APPENDIX "F" LAYOFF

In the event that the Membership of the UCTE declines necessitating in a lay-off situation involving the CUSO bargaining unit, the UCTE. is prepared to re-open the Collective Agreement to negotiate a job sharing clause only.

Language will be developed by the parties at the time of the proposed lay-off.

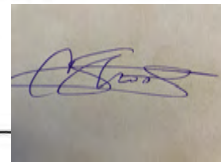
It is understood that this would cover the present incumbents only and it would result in the elimination of one (1) position with the two (2) existing LRO's sharing the remaining position.

It is further understood that job sharing will not result in any additional costs as presently paid for one position to the UCTE

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APPENDIX "G" PRE-RETIREMENT TRANSITIONAL LEAVE

Pre-Retirement Transition Leave

Pre-retirement transition leave is a new flexible working arrangement to provide period for employees to voluntarily phase in their retirement; create placement opportunities for others and to assist in long-term human resource planning.

Before applying for the pre-retirement transition leave program, employees should carefully consider the financial implications of the leave arrangement on their personal situation.

Employees who qualify would be able to reduce their work week by up to 40 per cent (i.e. two days out of five) with a commensurate reduction in pay. Under the program, other benefits coverage will continue in accordance with their collective agreement.

Employees may take pre-retirement transition leave for a maximum of one year and must agree to resign at the end of the leave period. The UCTE's acceptance of the resignation shall be conditional upon the leave arrangement being completed.

Employees may apply for this program by completing the application form entitled "Application for Pre-Retirement Transition Leave. Requests for this type of leave arrangement are subject to managerial approval and discretion, based on operational feasibility (for example, the potential for adverse impacts on service quality or costs).

It is suggested that the leave arrangement start on the first day of a pay period and end on the last day of the final pay period to minimize overpayments and minimize fluctuations in pay. To ensure sufficient lead time for an application to be processed through the pay system, a 4-week notice period before the start date of the leave arrangement is required. Insufficient lead time could mean an overpayment for the employee.

An approved leave arrangement can only be cancelled in writing by management in exceptional circumstances (i.e. marriage breakdown, death of a family member, or significant changes in the financial, personal or health status of the employee). Amendment to the leave requires an amended application form and reasonable notice to allow for processing

Changing or cancelling the leave arrangement can increase administrative costs therefore; changes to the leave arrangement will be made only in rare and unforeseen circumstances through managerial discretion. Any amendments to the leave arrangement could impact seriously on the employee's pay, entitlements and contributions.

Even though basic pay will be reduced, coverage and premiums under the group

benefit plans, such as health care plan, the dental care plan and disability insurance will be deducted based on the unreduced salary, The UCTE will continue contributing the normal share.

Canada/Quebec Pension Plan deductions will be calculated based on the reduced salary. This could affect the benefits the employee will eventually receive under these plans.

Other voluntary deductions will continue to be taken from the employee's pay to the extent that funds are available.

The employee will continue to earn leave credits for each calendar month during which he/she receives pay for at least 10 days.

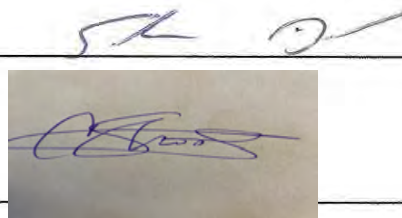
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APPENDIX "H" RECREATION ALLOWANCE

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

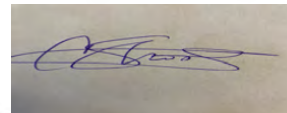
The "Recreation Allowance will be pro-rated at 1/12th of the annual amount for each complete month of work under this Collective Agreement.

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

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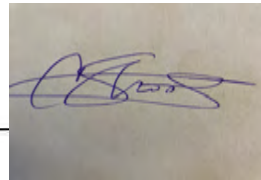
APPENDIX "I" ELECTRONIC DEVICES – NO EMPLOYER SURVEILLANCE

Electronic devices such as cellular phones and computers will not be subject to surveillance by the employer for the purpose of evaluating or measuring work performance.

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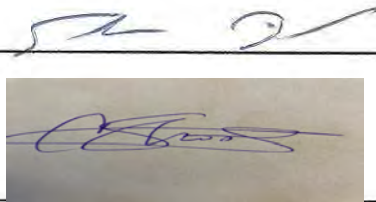
APPENDIX "J" WORK FROM PLACE OF RESIDENCE

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

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