

AGREEMENT
BETWEEN
ALLIANCE EMPLOYEES' UNION - UNIT XVI
AND
UNION OF ENVIRONMENT WORKERS

EXPIRY DATE:

April 30, 2015

ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 * The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, its employees and the Union, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties to this agreement share a desire to improve the quality of service to the Members of the Union of Environment Workers and to promote the well-being and increased efficiency of its employees and the parties agree to collaborate to the end that the membership of the Union of Environment Workers will be efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Union of Environment Workers in which members of the bargaining unit are employed.

* **Amended June 1991**

ARTICLE 2

DEFINITIONS

2.01 For the purpose of this agreement:

- (a) 'bargaining unit' means the employees of the Employer in the group described in Article 3 (Recognition).
- (b) '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 by him/her the day immediately prior to the day on which leave is taken.
- (c) 'Component' means the Union of Environment Workers.
- (d) 'continuous employment' means an unbroken period of employment with the Union of Environment Workers, the Alliance Centre and other Components within the Alliance and for greater certainty, continuity of employment is not broken by authorized periods of leave, with or without pay, or by any period of less than three months between two separate periods of employment with the Component, the Alliance or its predecessor organizations. (This definition in no way implies any entitlement to pay or other compensation from the Component during the hiatus between two separate periods of employment.)
- (e) 'daily rate of pay' means an employee's weekly rate of pay divided by five (5).
- (f) 'day off' as stated in the hours of work clause means a day off earned as a result of working compressed hours.
- (g) 'day of rest' means Saturday and/or Sunday.
- (h) 'employee' means a person who is a member of the bargaining unit.
- (i) 'employer' means the Union of Environment Workers as represented by the National Executive and includes any person authorized to exercise the authority of the National Executive.
- (j) 'holiday' means a day designated as a paid holiday in this agreement.

ARTICLE 2 (DEFINITIONS) - (CONT'D)

- 2.01 (k) 'hourly rate of pay' means an employee's weekly rate of pay divided by thirty-five (35).
- (l) 'leave' means authorized absence from duty by an employee during his/her regular hours of work.
- (m) 'member(s)' refer(s) to the staff of the Union of Environment Workers who are members of the Union.
- (n) 'Member(s)' refer(s) to the employees who by jurisdiction of the PSAC Constitution are members of the Union of Environment Workers.
- * (o) 'part-time employee' means a person employed by the Union of Environment Workers who is required to work less than 35 hours per week.
- (p) 'promotion' means an appointment to a position where the maximum rate of pay exceeds the maximum rate of pay applicable to the position held by the employee immediately prior to the appointment by an amount equal to at least the lowest annual increment applicable to the position to which he/she is appointed.
- (q) 'spouse' means common-law as well as legally recognized spouse.
- (r) 'term employee' means a person who is employed by the Union of Environment Workers for a specified period of time to perform duties either on a full-time or part-time basis but who ceases to be employed by the Union of Environment Workers when the specified period of time is terminated unless the specified period of time is extended by another specified period of time.
- (s) 'transfer' means an appointment to a position which does not constitute a promotion.
- ** (t) 'Union' means the Alliance Employees' Union.
- (u) 'weekly rate of pay' means an employee's annual rate of pay divided by 52.176.
- (v) 'year' means calendar year - January 1st to December 31st.

* **Amended January 1984**

** **Amended June 1991**

ARTICLE 2 (DEFINITIONS) - (CONT'D)

- 2.01 (w) Where the female gender is used, it will be understood to include the male gender, and vice-versa.
- * (x) “Common-law spouse relationship” exists when, for a continuous period of at least one year, an employee has lived with a person and publicly represented that person to be their spouse, and continues to live with that person as if that person were their spouse.

ARTICLE 3

RECOGNITION

- 3.01 * The Employer recognizes the Alliance Employees' Union as the exclusive bargaining agent for all of its employees, as certified by the Ontario Labour Relations Board, save and except those employed in a confidential and managerial capacity, as agreed to by the Union and those determined by the Ontario Labour Relations Board. For greater certainty, the list of excluded positions is attached hereto (Appendix G).

* **Amended June 1991 & November 2007**

ARTICLE 4

HUMAN RIGHTS

- 4.01 * There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, political or religious affiliation, sex, sexual orientation, family or marital status, disability, language, criminal record or by reason of his/her membership or activity in the Union.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.01 Except to the extent provided herein, this agreement in no way restricts the authority of those charged with managerial responsibilities of the Union of Environment Workers.

ARTICLE 6

NO STRIKE - NO LOCK-OUT

- 6.01 The Union, during the term of this agreement, and any employee covered by said agreement or on whose behalf it has been entered into shall not go on strike and the union shall not declare or authorize a strike of any of the employees. The Employer shall not cause the employee to be locked-out during the period of this agreement.
- 6.02 No employee shall be required by the Employer to perform the duties of other employees who are engaged in a lawful strike.
- 6.03 An employee of the Union of Environment Workers will not be required to cross a picket line; however, an employee who does not report to work will forfeit compensation for time not worked. Should a picket line prove to be hostile or where there is a risk of personal injury, then the employee must notify his/her immediate supervisor.

ARTICLE 7

UNION SECURITY

- 7.01 All employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing. The Employer agrees to deduct half of the monthly dues, as certified by the Union, from two bi-weekly salary cheques each month for each employee in the bargaining unit and forward same to the Union, together with a list of employees and the amount from whom deductions were made.
- 7.02 The Employer shall ensure that T4's issued to employees in the bargaining unit show the amount deducted for union dues and remitted to the Union.
- 7.03 * The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment. The Employer will supply the new employee with a copy of the collective agreement and on commencing employment shall introduce the new employee to the Union Steward or Representative.
- 7.04 * A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a period of sixty (60) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

ARTICLE 8

RETENTION OF RIGHTS AND PRIVILEGES

- 8.01 The Employer shall consult meaningfully with representatives of the Union about contemplated changes in conditions of employment or working conditions not governed by this Agreement.
- 8.02 * Should the Employer merge, amalgamate or combine any of its operations or functions with another organization during the term of this Agreement, the Employer, through whatever merger agreement involved agrees that all benefits and conditions of employment held by the employees shall be integrated and shall not be adversely affected.
- 8.03 Should the Union change its name, affiliate or merge with any other Union, or group of Unions, the resulting entity shall retain all the privileges and rights of the former union and the existing collective agreement shall remain in force for the term of the collective agreement.
- 8.04 * The Employer further agrees to notify the Union and all affected employees as far as possible in advance of any merger, amalgamation or combination of its operations or functions. Such notice will be in writing at least six (6) months prior to any change being implemented.

ARTICLE 9

APPOINTMENT OF REPRESENTATIVES

- 9.01 The Employer acknowledges the right of the union to appoint employees as Representatives of the Union.
- 9.02 The Union agrees to limit the appointment of Representatives to three.
- 9.03 The Union shall notify the Employer, in writing, of the names of the Representatives.
- 9.04 * A Representative shall obtain, whenever possible, the permission of his/her immediate supervisor before leaving his/her work to investigate complaints of fellow employees, to meet, to attend arbitration hearings on behalf of members of the union, to attend contract negotiations on behalf of the bargaining unit, and to attend meetings called by management. Such permission shall not be unreasonably withheld.

Where practicable, the Representative shall report back to his/her immediate supervisor before resuming his/her normal duties and no deductions will be made from the pay of the employee concerned.

Where such permission is withheld, it shall be in writing with reasons fully stated.

ARTICLE 10

STAFFING

10.01 Appointments to positions within the Union of Environment Workers shall be based on selection according to merit.

* The merit of candidates will be assessed based on knowledge, skills, experience and personal suitability.

Appointments shall be made after a competition is held to seek and select the most qualified person available for the position.

10.02 All appointments within the Component shall be made by the National President. When any position within the Component is vacated, the National President may make an acting appointment until such time as an indeterminate appointment is made to the position following the competitive process.

10.03 The area of competition for a closed competition will be:

* (a) For Officer positions: the Members of the Union of Environment Workers, staff of the Public Service Alliance of Canada and Components of the PSAC;

(b) For support staff positions: the staff of the Public Service Alliance of Canada and Components of the PSAC residing in the National Capital area.

10.04 When a suitable candidate is not available as a result of a closed competition as specified in Clause 10.03, a competition open to the general public will be held.

10.05 Appointments to bilingual positions in the Union of Environment Workers shall be filled by imperative bilingual. The candidate must meet the imperative bilingual language requirements of the position at the time of appointment.

10.06 * All appointments shall be subject to a probationary period. The probationary period for officer positions shall be nine (9) months, and for support staff positions, six (6) months.

* **Amended December 1985**

ARTICLE 10 (STAFFING) - (CONT'D)

- 10.07 A successful applicant who was an employee of the Union of Environment Workers prior to his/her new appointment may be placed on probation for a period of six months if he/she is appointed to an officer position and for a period of three months if he/she is appointed to a support staff position.
- 10.08 * The National President may at any time during the probationary period give notice of rejection for just cause.
- 10.09 In the event an employee is rejected on probation following a promotion from within the Component, the Employer shall make every possible effort to place the employee in a position at a classification level equivalent to his/her former position.
- 10.10 * A grievance respecting the staffing of a position in the Component shall be referred immediately to the second step. Only applicants who applied for the position are entitled to grieve a staffing action.
- 10.11 Where a grievance referred to in Clause 10.10 is referred to arbitration and the parties fail to decide upon a mutually agreeable arbitrator, the Ontario Labour Relations Board shall be requested to name an arbitrator competent in staffing matters and the Board's choice shall be final.
- 10.12 ** The time limit for filing a grievance on a staffing matter shall be five (5) working days from the notice of appointment, and appointments shall not be made during that period or afterwards if a grievance is filed until the grievance is disposed of. Where a grievance against the administration or interpretation of the article is upheld, the decision shall be binding and referred to the National President for further action.
- 10.13 *** The Employer agrees that during the life of this agreement, there will be no contracting out of any work that is regularly performed by a bargaining unit employee if the result is the elimination of bargaining unit employees.

* **Amended December 1985**

** **Amended January 1988**

*** **Amended November 2007**

ARTICLE 11

INFORMATION TO THE UNION AND EMPLOYEES

- 11.01 Reasonable space on bulletin boards will be made available to the Union for the posting of official union notices in convenient locations as determined by the Employer. Notices or other material shall require the prior approval of the employer, except notices of meetings of their members and elections, the names of Union representatives, and social and recreational events.
- 11.02 * The Employer shall provide each employee in the bargaining unit with a copy of this collective agreement in both official languages. Both English and French texts shall be official.
- 11.03 The Employer shall provide the Union with five copies of this collective agreement.
- 11.04 Upon request, the Employer shall make available to the Union information required by the Union on Union of Environment Workers' affairs directly relevant to collective bargaining.
- 11.05 ** There shall be only one (1) employee personnel file to be held in the National President's office. Upon written request by an employee to his/her immediate supervisor, the Employer shall allow the employee to view his/her personnel file and provide any relevant documentation on the file requested by the employee. The Employer shall ensure that the personnel file of every employee is kept confidential.
- 11.06 * The Employer shall provide each employee with an annual statement of his/her leave credits.

* **Amended December 1985**

** **Amended December 1985 and January 2005**

ARTICLE 12

JOINT UNION-EMPLOYER CONSULTATION

- 12.01 * The parties acknowledge the mutual benefits to be derived from joint consultation and to that end, there shall be a union-employer consultation committee consisting of the National President and one member of the National Executive and two representatives of the Union which will provide a forum for discussing matters or concerns not governed specifically by this agreement.
- 12.02 The union-employer consultation committee shall meet at least quarterly. Attendance at such meetings shall be considered as time on the job.

ARTICLE 13

TECHNOLOGICAL AND ORGANIZATIONAL CHANGES

13.01 "Technological Change" means the introduction of equipment different in nature, type or quantity from that previously utilized, a change related to the introduction of this equipment, in a manner in which the Employer carries on his/her operations and any change in work methods and operations affecting one or more employees.

'Organization Change' means structural changes caused by implementation of Component and/or Alliance policies. This is not to be construed to pertain to the daily operations of the Component office.

13.02 The Employer recognizes that the introduction of electronic data processing equipment, computer equipment, or automated machines and organizational changes should be accomplished with due regard for the employees. In the event such changes affect existing staff, the Employer shall consult with the Union with a view to absorbing the staff in other positions and if retraining programs are feasible, qualified staff will be given first priority.

13.03 The Employer shall give the Union advance notice of its intention to consider implementing changes in staff organization, assignment of duties, work procedures or any other matters that may affect the employment or employment conditions of employees.

13.04 * The Employer agrees to make every reasonable effort to eliminate any adverse effects on its employees in carrying out technological or organizational changes, and any denial of their contractual or legal rights which might result from such changes.

13.05 **Notice:** When the Employer is considering the introduction of a technological or organizational change:

(a) the Employer agrees to notify the union as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made;

(b) the foregoing notwithstanding, the Employer shall provide the Union, at least 90 days before the introduction of a technological or organizational change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

* **Amended January 2005**

ARTICLE 13 - TECHNOLOGICAL AND ORGANIZATIONAL CHANGES (CONT'D)

- 13.06 **Pertinent information included:** The notice mentioned in Clause 13.04 shall be given in writing and shall contain pertinent data including:
- (a) nature of the change;
 - (b) the date on which the Employer proposes to effect the change;
 - (c) the approximate number, and type of employees, likely to be affected by the change;
 - (d) the effects the change may be expected to have on the employees' working conditions and terms of employment;
 - (e) all other pertinent data relating to the anticipated effects on employees.
- 13.07 **Union-Employer Consultation Meetings on Changes:** Where the Employer has notified the Union of its intention of introducing a technological or organizational change, the parties undertake to meet within the next 15 days and to hold consultations in an effort to reach agreement on solutions to the problems arising from this change.
- 13.08 * (a) Where there are organizational changes, the Employer, through the consultation process, shall make every reasonable endeavour to protect all employees from loss of jobs and/or reduced classification.
- (b) Without limiting the measures that may be taken, the Employer shall endeavour:
- (i) where necessary, to secure alternative employment for an employee in the Alliance Centre, another Component, or elsewhere;
 - (ii) to provide funded retraining of employees affected.

* **Amended December 1985**

ARTICLE 13 (TECHNOLOGICAL AND ORGANIZATIONAL CHANGES) - (CONT'D)

13.09 * Should an employee's position be permanently abolished due to a re-organization, the employee(s) concerned shall be notified in writing as early as possible, but no less than six (6) months prior to the date his/her position has to be abolished. Upon being notified, the employee(s) concerned shall be entitled, on a priority basis, to any vacant position in the bargaining unit provided he/she meets the requirements of such vacant position.

The Employer will recognize, for the purpose of rehiring only, an employee(s) who has (have) been terminated under this clause as being a member of the bargaining unit for a period of one year after the date of termination.

13.10 * The introduction of technological change shall not result in lay-off or abolishment of any support or officer position in the national office.

* **Amended December 1985**

ARTICLE 14

RESTRICTION ON OUTSIDE EMPLOYMENT

14.01 An employee shall not be restricted from engaging in other employment or activities outside the hours he/she is required to work for the Employer unless the Employer specifically states that in its opinion such outside employment or activities involve a conflict of interest.

14.02 An employee shall not engage in outside employment or activities if the hours or responsibilities involved are likely to impair his/her ability to perform his/her Union of Environment Workers' duties in an efficient and satisfactory manner.

ARTICLE 15

SECURITY OF EMPLOYMENT

- 15.01 * The Employer agrees that full-time employees covered by this Agreement shall not be subject to lay-off during the term of this agreement.
- 15.02 ** If there is a significant reduction in the Component Membership or a merger with other Components, the parties will meet to discuss and agree on ways and means to adjust to the situation which could include the laying-off of employees.

* **Amended December 1985 and January 2005**

** **Amended May 1997**

ARTICLE 16

GRIEVANCE PROCEDURE

16.01 ** A grievance is any written complaint made by the Union, an employee or group of employees concerning pay, working conditions, terms of employment, disciplinary actions, release for incompetence or incapacity or the application or interpretation of this agreement, classification of new or existing position(s), and staffing procedures within the Component.

16.02 * Before submitting a grievance, a grievor is encouraged to discuss the matter with his/her supervisor. If the supervisor does not deal with the matter to the grievor's satisfaction or where no such discussion takes place:

Step 1: The grievor may submit a grievance to the National President.

Step 2: If the National President does not deal with the grievance to the grievor's satisfaction within the prescribed timeframes, the Union may then submit the grievance to a mutually acceptable arbitrator.

*** Should either party not agree on the selection of an arbitrator, the matter will be referred to the Ministry of Labour for appointment of the arbitrator.

The decision of such arbitrator shall be final and binding on both the Employer and the Union. The arbitrator shall have the authority to modify or amend any penalty.

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

(b)** A grievance related to the interpretation or application of the Collective Agreement must be authorized by the Union prior to its presentation to the Employer.

* **Amended December 1985 & November 2007**

** **Amended November 2007**

*** **Amended July 2010**

ARTICLE 16 (GRIEVANCE PROCEDURE) - (CONT'D)

- 16.04 The Component will grant paid time-off to an employee who is called as a witness in connection with a grievance, where the Component originates a meeting with the employee in connection with such grievance, or such meeting is necessary to satisfy the requirements of any step of the grievance procedure.
- 16.05 (a) A grievance must be presented at the first step within twenty-five (25) working days of the grievor becoming aware of the circumstances giving rise to the grievance;
- (b) A reply will be given by the Component within ten (10) working days of its receipt at each step;
- (c) The time limits in (a) and (b) may be extended by mutual consent.
- 16.06 * The Employer shall grant time off with pay to the grievor, his/her representative and any employee called as a witness to attend meetings or proceedings between the Employer and the Union at any step in the grievance procedure.
- 16.07 If a grievance is referred to an arbitrator pursuant to Section 16.02 (Step 2), the Component and the Alliance Employees' Union (AEU) will share the costs of the arbitrator by each paying fifty percent (50%).

* **Amended May 2000 & November 2007**

ARTICLE 17

HOURS OF WORK

- 17.01 The regular work week shall consist of thirty-five hours divided into five work days from Monday to Friday, inclusive. The regular work day shall consist of seven consecutive hours exclusive of a lunch period of at least 30 minutes. The regular daily hours of work shall be between the hours of 7:00 a.m. and 6:00 p.m.
- 17.02 * The Employer agrees not to change the daily work periods of any employee in effect on signing of this agreement except in cases of emergency, including starting and quitting times, lunch and rest periods, without prior consultation with the Union to show that such changes are required to meet operational needs.
- 17.03 The Employer will provide rest periods of fifteen minutes each morning and fifteen minutes each afternoon on regular work days.
- 17.04 (a) Notwithstanding the provisions of this Article, upon request and concurrence of the Employer, an employee may complete his/her weekly hours of employment in a period of other than five full days provided that over a period of fourteen calendar days, and in not less than nine full regular working days, the employee works an average of thirty-five hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every fourteen-day period, such an employee shall be granted days off on such days as are not scheduled as a normal work day for him/her and such requests shall not be unreasonably withheld.
- (b) Should an employee be required by the Employer to work on the one day that he/she is scheduled to be off in his/her compressed work week as outlined in 17.05(a), the employee shall schedule his/her day-off at a mutually agreed time convenient to both him/her and the Employer within the following thirty days.
- 17.05 Notwithstanding anything to the contrary contained in this Agreement, and subject to the Memorandum of Understanding on the Compressed Work Week (Appendix B), the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

* **Amended June 1991**

ARTICLE 1 (HOURS OF WORK) - (CONT'D)

17.06 Subject to operational requirements as determined from time to time by the Employer, an employee shall have the right to select and request flexible or staggered hours between 7:00 a.m. and 6:00 p.m. and such request shall not be unreasonably withheld.

ARTICLE 18

OVERTIME

18.01 * In this Article:

- (a) 'overtime' means
 - (i) in the case of an employee who is not included in the Officer Group, authorized work performed in excess of the employee's scheduled hours of work;
 - (ii) in the case of an employee who is included in the Officer Group, authorized work performed on a day of rest.
- (b) 'straight-time rate' means the hourly rate of pay;
- (c) 'time and one-half' means one and one-half times the straight-time rate;
- (d) 'double time' means twice (2) the straight-time rate.

Overtime Compensation For An Employee Who Is Not Included In The Officer Group

18.02 Subject to Clause 18.04, an employee not included in the Officer Group who is required to work overtime on his/her work day is entitled to compensation at the rate of one and one-half (1 1/2T) for all overtime hours worked.

18.03 Subject to Clause 18.04:

- (a) An employee not included in the Officer Group who is required to work on Saturday is entitled to compensation at time and one-half (1 1/2T) for the first seven (7) hours and double time (2T) thereafter;
- (b) An employee not included in the Officer Group who is required to work overtime on Sunday is entitled to compensation at double time (2T) for all hours worked.
- (c) When an employee not included in the Officer Group is required to report for work and reports on a day of rest, he/she shall be paid the greater of:
 - (i) compensation at the applicable overtime rate; or
 - (ii) a minimum of four (4) hours' pay at the straight-time rate.

ARTICLE 18 (OVERTIME) - (CONT'D)

- 18.04 An employee is entitled to overtime compensation under Clauses 18.02 and 18.03 for each completed fifteen (15) minute period of overtime worked:
- (a) when overtime work is authorized in advance by the Employer; and
 - (b) when the employee does not control the duration of the overtime work.

Overtime Compensation For An Employee Who Is Included In The Officer Group

- 18.05 Subject to Clause 18.06, an employee included in the Officer Group who is required to work overtime on a day of rest shall be entitled to be compensated three and one-half (3 1/2) hours when the overtime worked does not exceed three and one-half (3 1/2) hours and shall be entitled to be compensated seven (7) hours when the overtime worked is in excess of three and one-half (3 1/2) hours.
- 18.06 An employee included in the Officer Group shall be compensated for overtime worked on a day of rest at the following rates:
- (a) for overtime performed on Saturday - at time and one-half (1 1/2T);
 - (b) for overtime performed on Sunday - at double time (2T).

Clauses 18.07 Through 18.13 Shall Apply To All Employees

- 18.07 (a) Overtime shall be compensated in cash except where upon request of an employee overtime may be compensated in equivalent leave with pay at times convenient to both the employee and the Employer.
- (b) Application for compensatory leave shall normally be made at least forty-eight (48) hours in advance of the commencement of such leave. The Employer may, for good and sufficient reasons, grant compensatory leave on shorter notice than that herein provided.
- 18.08 In the event operational requirements preclude an employee taking compensatory leave during the year in which it was earned, a maximum of 10 days' compensatory leave credits may be carried over into the succeeding year. Compensatory leave credits in excess of 10 days shall be liquidated by means of an equivalent cash payment and will be based on the employee's regular salary rate as at December 31st.

ARTICLE 18 (OVERTIME) - (CONT'D)

- 18.09 If an employee becomes ill or becomes entitled to special leave during any period of compensatory leave, the period of leave so displaced shall be added to his/her period of leave or reinstated for use at a later date, provided any sick leave claim is supported by a certificate signed by a qualified medical practitioner.
- 18.10 The employee concerned shall receive the overtime payment not later than the end of the month following that in which it was earned.
- 18.11 (a) An employee who is required to work three (3) or more hours following his/her hours of work shall be reimbursed expenses for one meal at the amount specified in the Union of Environment Workers' Regulations. Reasonable time to be determined by the Employer shall be allowed the employee in order that he/she may take a meal break.
- (b) An employee who works overtime on a day of rest or on a designated paid holiday and such overtime work includes a meal period, shall be reimbursed his/her expenses for meals at the amounts specified in the Union of Environment Workers' Regulations when the employee returns to work and works for at least two (2) hours after the meal break.
- 18.12 The Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime on an equitable basis among readily available qualified employees.
- 18.13 Except in cases of emergency, or by mutual agreement with an employee, the Employer shall, whenever possible, give at least four (4) hours' advance notice of any overtime requirement.

ARTICLE 19

PENSION, WELFARE COVERAGE, AND BENEFITS

- 19.01 * The Employer will pay one hundred per cent (100%) of the premiums for the dental plan.
- 19.02 ** The Employer will pay one hundred per cent (100%) of the premiums for the income protection plan.
- 19.03 The Employer will pay one hundred per cent (100%) of the premiums for the extended health care plan, including over-the-counter drugs.
- 19.04 The Employer will pay one hundred per cent (100%) of a life insurance plan equal to two times the employee's annual salary to the higher thousand.
- 19.05 *** The terms and conditions of the PSAC Pension Plan, including the full indexation provisions, shall apply to all employees.
- 19.06 **** The employer shall bear sole responsibility with respect to the unfunded liability as established by the Actuary.
- 19.07 The Union shall be consulted on any proposed amendments or changes with respect to welfare plans and benefits other than legislative changes.
- 19.08 For the purpose of this Article, excepting Clause 19.05 (Pension Plan), for each calendar month for which an employee receives pay for at least ten days, the Employer shall pay the portion of the premium for the benefit plans as specified in this Article.
- 19.09 Subject to the conditions in effect at the date of signing of this Agreement, all employees in the bargaining unit are entitled to the benefit plans specified in this Article from the date they become eligible except that Clauses 19.05 and 19.06 (Pension Plan) shall apply to term employees after completion of six months of continuous employment.
- ***** UEW will make every reasonable effort to provide the Union and all employees with copies of said plan(s) within 30 days of the date of this Agreement and as revisions are made thereafter.

- * **Amended December 1985**
- ** **Amended January 1984 and January 1988**
- *** **Amended December 1991**
- **** **Amended December 1991 and May 1999**
- ***** **Amended November 2007**

ARTICLE 19 (PENSION, WELFARE COVERAGE, AND BENEFITS) - (CONT'D)

- 19.10 * An employee who uses his/her car to travel to and from work shall have his/her parking paid by the Employer.
- 19.11 ** An employee who uses public transportation to travel to and from work shall be reimbursed 100% of the actual cost of a monthly bus pass from the Employer. Employees hired after May 6, 1997 will not be eligible for this benefit.
- 19.12 The Employer shall pay one hundred per cent (100%) of the premiums for a travel accident plan for employees who travel on business for the Employer (equal to the plan in effect at date of signing of this agreement).
- 19.13 * The Employer shall pay one hundred per cent (100%) of the premiums for the Public Service Alliance of Canada Group No. "E" Plan.

UEW will make every reasonable effort to provide the Union and all employees with copies of said plan(s) within 30 days of the date of this Agreement and as revisions are made thereafter.

* **Amended June 1991/May 1997/November 2007**

** **Amended December 1985; January 1988; June 1991; May 1997**

ARTICLE 20

EXPENSES AND ALLOWANCES

- 20.01 Employees shall be reimbursed in accordance with the provisions of the Union of Environment Workers' Regulations as amended from time to time for reasonable expenses incurred while performing their duties.
- 20.02 When in the course of his/her employment the employee is authorized by the Employer to use transportation other than his/her own automobile, the Employer will pay the full cost of such transportation.

ARTICLE 21

COMPENSATION FOR TRAVEL

21.01 For the purposes of this Article, 'applicable overtime rate' means time and one-half (1 1/2T) for a combined period of travel and work on a work day and a Saturday and double time (2T) for a period of travel on a Sunday or a designated paid holiday.

21.02 When an employee is required by the Employer to travel outside of his/her headquarters area, and such travel is approved by the Employer, his/her method of travel shall be determined by the Employer and he/she shall be compensated in the following manner:

- (a) On a working day on which he/she travels but does not work, the employee shall receive his/her regular pay for the day;
- (b) On a working day on which he/she travels and works, the employee shall be paid:
 - (i) his/her regular pay for the day for a combined period of travel and work not exceeding seven (7) hours; and
 - (ii) at the applicable overtime rate for additional travel time in excess of a seven (7) hour period of work and travel, with a maximum payment for such additional travel time not to exceed seven (7) hours at the straight-time rate in any day.
- (c) On a day of rest or on a holiday, the employee shall be paid at the applicable overtime rate provided the total payment for such travel time does not exceed ten (10) hours at the employee's straight-time rate, except that if an employee travels and works on a day of rest or on a holiday, his/her total compensation for travel and work on each such day shall not exceed ten (10) hours at the applicable overtime rate, exclusive of his/her normal salary entitlement for a paid holiday.

ARTICLE 22

DESIGNATED PAID HOLIDAYS

22.01 The following days shall be designated paid holidays for all employees:

- (a) New Year's Day
- ** (b) The day after New Year's Day
- (c) Good Friday
- (d) Easter Monday
- (e) The day fixed by proclamation of the Governor-in-Council for celebration of the Sovereign's Birthday
- (f) Canada Day
- * (g) First Monday of August or St. Jean Baptist Day
- (h) Labour Day
- (I) The day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving
- (j) Remembrance Day
- (k) Christmas Day
- (l) Boxing Day
- (m) Any day proclaimed by the Governor-in-Council as a holiday shall be included as a designated paid holiday for purposes of this agreement

* **Amended December 1985**

** **Amended December 1985 & January 1988**

(a) - (m) - re-ordered March 1992

ARTICLE 22 (DESIGNATED PAID HOLIDAYS) - (CONT'D)

- 22.01 ** (n) Heritage Day to be celebrated as a floating holiday and to be taken between January 15th and March 31st of each year.
- *** (o) Employees shall be granted leave with pay for regular working days falling in the period between December 26th and January 1st.
- 22.02 When a day designated as a holiday under Clause 22.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his/her day of rest.
- 22.03 * When an employee is required by the Employer to work on a designated paid holiday, he/she shall be paid in addition to the regular pay for that day double time for all hours worked.
- 22.04 When a day that is designated as a paid holiday for an employee falls within a period of leave with pay, the employee will be granted a day of leave with pay at a later date in lieu of the paid holiday.

* Amended January 1984
** Amended December 2001

ARTICLE 23

SICK LEAVE

23.01 An employee shall earn sick leave credits at the rate of 1 1/4 days for each calendar month for which he/she receives pay for at least ten days.

Granting of Sick Leave

23.02 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 satisfies the Employer of his/her condition in such a manner and at such times as may be determined by the Employer; and

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

23.03 * Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he/she was unable to perform his/her duties shall, when delivered to the Employer, be considered as meeting the requirements of 23.02(a), if the period of leave with pay requested does not exceed five (5) days and the total number of days of sick leave with pay granted in a calendar year does not exceed ten (10) days. The Employer may extend the above time limits based on individual circumstances.

Should an employee be required to produce a medical certificate, the employer shall reimburse the cost of said certificate to the employee.

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

* **Amended May July 1999**

-35-

ARTICLE 24

VACATION LEAVE

- 24.01 For the purpose of this Article, 'continuous employment' means the unbroken period of employment with the Alliance or its Components; and, for greater certainty employment should not be considered to be broken by authorized periods of leave, with or without pay, or by any period of less than three months between two separate periods of employment with the Alliance, its Components or its predecessor organizations. (This definition in no way implies any entitlement to pay or other compensation from the Union of Environment Workers during the interval between two separate periods of employment.)
- 24.02 * For each calendar month in which an employee earns at least ten days' pay, he/she shall earn vacation leave credits at the rate of:
- ** - 1 1/4 days if he/she has completed less than five (5) years of continuous employment;
 - 1 2/3 days if he/she has completed five (5) years of continuous employment;
 - ** - 2 1/12 days if he/she has completed twelve (12) years of continuous employment;
 - ** - 2 1/2 days if he/she has completed twenty-one (21) years of continuous employment.
- 24.03 An employee is entitled to vacation leave with pay to the extent of his/her earned credits but an employee who has completed six months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.
- 24.04 In the event of termination of employment for reasons other than death, the Employer may recover from any monies owed to the employee an amount not to exceed unearned vacation leave taken by the employee, calculated on the basis of the rate of pay received by the employee on the date of termination.
- 24.05 If an employee dies or otherwise ceases to be employed, he/she or his/her estate shall in lieu of earned vacation leave be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his/her employment.

* **Amended May December 1985/October 1996**

**** Amended December 2001; July 2010**

ARTICLE 24 (VACATION LEAVE) - (CONT'D)

- 24.06 If an employee becomes ill or becomes entitled to other leave during any period of vacation or compensatory leave, the period of leave so displaced shall be added to his/her period of leave or reinstated for use at a later date provided any sick leave claim is supported by a certificate signed by a qualified medical practitioner.
- 24.07 When the Employer cancels a period of approved vacation leave, the Employer shall reimburse the employee for all cancellation fees and non-refundable expenses incurred by the employee.
- 24.08 Where during any period of vacation leave with pay an employee is recalled to duty, he/she shall be reimbursed for actual expenses incurred:
- (a) in proceeding to his/her place of duty; and
 - (b) in returning to the place from which he/she is recalled if he/she immediately resumes vacation upon completing the assignment for which he/she was recalled, after submitting such accounts as are normally required by the Employer.
- 24.09 The employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under Clause 24.07 to be reimbursed for expenses incurred to a maximum of five days' reimbursement of vacation leave entitlement.
- 24.10 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 day, the entitlement shall be increased to the nearest half day except for employees working on the compressed work week schedule during any portion of the vacation year.

Granting of Vacation Leave

- 24.11 * Applications for vacation leave shall normally be made at least 48 hours in advance of the commencement of such leave. The Employer may for good and sufficient reasons grant vacation leave on shorter notice than that herein provided. Such requests shall not be unreasonably denied.

* **Amended December 1985**

ARTICLE 24 (VACATION LEAVE) - (CONT'D)

24.12 When there are conflicting requests for vacation leave between employees covered by this collective agreement and it is not possible to accommodate both or all requests, length of continuous employment in the Union of Environment Workers shall be the determining factor in the scheduling of vacation leave.

24.13 * The Employer shall authorize the carry-over of vacation leave not exceeding one year's entitlement. Carry-over requests over and beyond one year for special circumstances will not be unreasonably denied.

24.14 In granting vacation leave with pay to an employee, the Employer shall:

(a) make every reasonable effort to schedule the employee's vacation leave at times specified by the employee; and

** (b) an employee who has accumulated more vacation leave than that provided in Clause 24.13 above may be instructed by the Employer after October 1st to liquidate his/her vacation leave credits in excess of those permitted by Clause 24.13 prior to the end of the vacation year or at times mutually agreed upon by the employee and the Employer.

If the employee fails to identify a period to liquidate excess vacation leave when requested to do so by the Employer, the Employer may schedule the employee's vacation leave for a period equivalent to the excess amount of vacation leave credits.

* **Amended December 1985**

** **Amended November 2007**

ARTICLE 25

OTHER LEAVE WITH OR WITHOUT PAY

25.01 An employee who is granted leave up to one year under this collective agreement shall return to his/her position upon the termination of his/her leave.

25.02 * An employee who is elected to a full-time position with A.E.U. shall be granted leave of absence without pay for a period of up to two (2) years.

Bereavement Leave With Pay

25.03 ** For the purpose of this Clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, grandparents, grandchildren, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.

** (a) When a member of an employee's immediate family dies, the employee shall be entitled to bereavement leave with pay for a period of up to five days for purposes relating to the bereavement but not extending beyond the date following the day of the funeral and may, in addition, be granted up to four days' leave with pay for the purpose of travel related to the death.

(b) In special circumstances and at the request of the employee, bereavement leave with pay may be extended beyond the day following the day of the funeral but the total number of days granted shall be consecutive, shall not exceed the number provided for in paragraph (a) above, and must include the day of the funeral.

*** (c) An employee is entitled to two days' bereavement leave with pay for purposes relating to the death of his/her son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

**** (d) An employee is entitled to one day's bereavement leave with pay for the purposes relating to the death of his/her aunts, uncles, nephews & nieces.

* **Amended December 1985/November 2007**

** **Amended January 2005**

*** **Amended March 1992 and January 2005**

**** **Amended November 2007**

ARTICLE 25 (OTHER LEAVE WITH OR WITHOUT PAY) - (CONT'D)

Bereavement Leave With Pay (Cont'd)

25.03 * (e) If, during the period of compensatory and/or vacation leave, an employee is bereaved in circumstances under which he/she would have been eligible for bereavement leave with pay under paragraphs (a), (b), (c) or (d) of the Clause, he/she shall be granted bereavement leave with pay and his compensatory and/or vacation leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

* (f) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided above.

Court Leave With Pay

25.04 The Employer shall grant leave with pay to an employee for the period of time he/she is required:

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (c) by subpoena or summons to attend as a witness in any proceeding in any case:
 - (i) in order or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate, or coroner;
 - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his/her position;
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; and
 - (v) before an arbitrator or umpire or a person or a body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

* **Amended November 2007; July 2010**

ARTICLE 25 (OTHER LEAVE WITH OR WITHOUT PAY) - (CONT'D)

Marriage Leave With Pay

25.05 After completion of one-year's continuous employment, an employee who gives the Employer at least five days' notice shall be granted special leave with pay for five days for the purpose of getting married.

Family Leave (Amended June 1991)

Maternity Leave

25.06 * (a) An employee who becomes pregnant shall notify the Employer at least fifteen (15) weeks prior to the expected date of the termination of her pregnancy and subject to Sub-Clause (b) of this Clause shall, eleven weeks before the expected date of the termination of her pregnancy be granted leave without pay under this Clause for a period ending not later than fifty-two (52) weeks after the date of termination of her pregnancy subject to Clause 25.06(d).

(b) The Employer may:

* (i) upon written request from the employee defer the commencement of Maternity Leave without pay for an employee or terminate it earlier than fifty-two (52) weeks after the date of the termination of her pregnancy;

(ii) grant maternity leave without pay to an employee to commence earlier than eleven 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 the pregnancy.

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

* **Amended May 1999 and December 2001**

-41-

ARTICLE 25 (OTHER LEAVE WITH OR WITHOUT PAY) - (CONT'D)

Family Leave (Cont'd)

Maternity Leave (Cont'd)

- * (d) After completion of six months' continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to applicable provisions of the Employment Insurance Act shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan. While in receipt of this allowance, the employee shall continue to accumulate annual leave and sick leave credits.
- (e) An applicant under sub-clause (d) shall sign an agreement with the Employer providing:
- (i) that she will return to work and remain in the Employer's employ for a period of at least six months after her return to work;
 - (ii) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Employer's consent.
- (f) Should the employee fail to return to work as per the provisions of sub-clause (e), the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance.

Parental Leave

- 25.07 ** (a) An employee shall receive two (2) days of leave with pay for needs related to the birth or adoption of the employee's child which may be divided into two (2) periods and granted on separate days.
- (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 26 weeks' leave without pay.
- (c) A notice that leave will be requested under this clause shall be made at least three (3) months prior to the expected date of commencement of that leave. The employee shall make every effort to keep the Employer informed of leave requirements. Notice of leave requirement may be waived by the Employer.

* **Amended January 1993**

ARTICLE 25 (OTHER LEAVE WITH OR WITHOUT PAY) - (CONT'D)

Family Leave (Cont'd)

Parental Leave (Cont'd)

- (d) The Employer may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) require an employee to submit a birth certificate for the child or evidence of adoption.
- (e) Parental leave without pay utilized by an employee-couple in conjunction with the birth or adoption of a child shall not exceed a total of twenty-six weeks for both employees combined.
- (f) Leave granted under this clause shall be counted in the calculation of 'continuous employment' for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes. During such leave, the employer will continue to pay its applicable share of pension and benefit plans.
- (g) After completion of six months' continuous employment, 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.
- (h) An applicant under sub-clause (g) shall sign an agreement with the Employer providing:
 - (i) that the applicant will return to work and remain in the Employer's employ for a period of at least six months after the return to work;
 - (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 employer's consent.
- (i) Should the employee fail to return to work as per the provisions of sub-clause (h), the employee recognizes that he/she is indebted to the Employer for the amount received as parental leave allowance.

ARTICLE 25 (OTHER LEAVE WITH OR WITHOUT PAY) - (CONT'D)

Family Leave (Cont'd)

Maternity Leave and Parental Leave - Supplementary Employment Benefits

- 25.08 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 of her weekly rate of pay for each week of the two-week waiting period less any other monies earned during this period; and/or
- 25.08 (b) up to a maximum of fifteen weeks' payment equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three per cent of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
- 25.09 In respect of the period of parental leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:
- * (a) Up to a maximum of thirty-five weeks' (35) payments for those eligible under the applicable provisions of the Employment Insurance Act (parental leave), equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three per cent of the employee's weekly rate of pay less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
 - (b) Up to a maximum of five weeks' payment for those eligible under the applicable provisions of the Employment Insurance Act (child with special needs), equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three per cent of the employee's weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.

ARTICLE 25 (OTHER LEAVE WITH OR WITHOUT PAY) - (CONT'D)

Family Leave (Cont'd)

Maternity Leave and Parental Leave - Supplementary Employment Benefits (Cont'd)

- 25.09 (c) Where the employee has not previously received maternity or parental benefits for the birth or adoption of a child and is required to serve a two-week waiting period for EI benefits, he or she shall receive an allowance of ninety-three per cent of her or his weekly rate of pay for this "waiting period".
- 25.10 (a) For a full-time employee, the weekly rate of pay referred to in Clauses 25.08 and 25.09 above shall be the weekly rate of pay to which she or he is entitled to in his or her substantive position 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 25.08 and 25.09 above shall be the pro-rated weekly rate of pay to which she or he is entitled in her or his substantive position averaged over the six-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 Clause 25.08 or Clause 25.09 above shall be adjusted accordingly.
- * (d) (I) Employees shall have no vested right to payments under the plan except to payments during a period of employment specified in the plan.
- (ii) 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.

Leave With Pay For Family-Related Responsibilities

- 25.11 ** (a) For the purpose of this clause, family is defined as spouse (including common-law spouse residing with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents, foster parents) not necessarily residing with the employee but requiring assistance, mother-in-law or father-in-law, grandparents, grandchildren, or any relative residing in the employee's household or with whom the employee permanently resides.

* **Amended December 1985**

**** Amended January 1993; January 2005; July 2010**

ARTICLE 25 (OTHER LEAVE WITH OR WITHOUT PAY) - (CONT'D)

Family Leave (Cont'd)

Leave With Pay For Family-Related Responsibilities (Cont'd)

- (b) Leave with pay for family-related responsibilities shall be granted as follows:
 - (i) up to five (5) consecutive days of leave with pay to provide for the care of a sick member of the employee's family;
 - *** (ii) up to one day of leave with pay to take a member of the employee's family for medical or dental appointments, or for appointments with appropriate school authorities.
- (c) The total of leave with pay granted under this section--i.e., Leave With Pay for Family-Related Responsibilities--during one calendar year shall not exceed 38.75 hours.

Compassionate Leave Without Pay for Family-Related Responsibilities

- ** (d) Leave without pay for a period of up to six months shall be granted to an employee to take care of a seriously ill family member. A medical certificate shall be provided upon request. Leave without pay granted under this article may be extended upon mutual agreement.

* **Amended May 1997**
** **Amended January 2005**
*** **Amended July 2010**

ARTICLE 25 (OTHER LEAVE WITH OR WITHOUT PAY) - (CONT'D)

Family Leave (Cont'd)

Leave Without Pay for Personal Needs

- 25.12
- (a) Subject to operational requirements, the Employer may grant leave without pay for a period of up to one year to an employee for personal needs. Such leave is not to be unreasonably withheld.
 - (b) Leave without pay in excess of three months, granted under paragraph (a), shall be deducted from the calculation of 'continuous employment' for the purposes of calculating severance pay and vacation leave for the employee involved. Time spent in such leave shall not be counted for pay increment purposes.
 - (c) Leave without pay granted under this section may not be extended and may not be used in combination with maternity, paternity or adoption leave.
 - (d) An employee who is granted leave under this clause must pay both the employee and employer shares of the benefit plans in effect at time of signing.

Leave Without Pay to Accompany Spouse

- 25.13
- (a) At the request of an employee, leave without pay for a period up to one year shall be granted to an employee whose spouse is permanently relocated and up to five years to an employee whose spouse is temporarily relocated.
 - (b) Leave without pay granted under paragraph (a) shall be deducted from the calculation of 'continuous employment' for the purpose of calculating severance pay and vacation leave for the employee involved.
 - (c) Leave without pay granted under paragraph (a) shall not count for pay increment purposes.

Injury-On-Duty Leave With Pay

- 25.14 *
- (a) An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer when a claim has been made pursuant to the Ontario Workplace Safety and Insurance Act and the Workplace Safety and Insurance Board (WSIB) has notified the Employer that it has certified that the employee is unable to work because of:

ARTICLE 25 (OTHER LEAVE WITH OR WITHOUT PAY) - (CONT'D)

Injury-On-Duty Leave With Pay (Cont'd)

- (i) personal injury received in the performance of his/her duties and not caused by the employee's wilful misconduct; or
- (ii) an industrial illness or a disease arising out of and in the course of his/her employment;

if the employee agrees to remit to the Employer any amount received by him/her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or his/her agent has paid the premium.

- (b) Where the Employer declines to grant leave under conditions satisfying the above criteria, the Employer shall provide the Union and the employee affected with a detailed written rationale for its decision.

Other Leave With or Without Pay

25.15 The Employer may grant:

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

Personnel Selection Leave With Pay

25.16 Where an employee participates in a personnel selection process for a position with the Union of Environment Workers, the PSAC and its Components, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process.

ARTICLE 25 (OTHER LEAVE WITH OR WITHOUT PAY) - (CONT'D)

Leave Without Pay for the Care and Nurturing of Pre-School Age Children

- 25.17
- (a) At the request of an employee, leave without pay in one or more periods to a total maximum of five years in an employee's lifetime shall be provided for the care and nurturing of pre-school children.
 - (b) Leave without pay granted under paragraph (a) shall be deducted from the calculation of 'continuous employment' for the purpose of calculating severance pay and vacation leave for the employee involved.
 - (c) Leave without pay granted under paragraph (a) shall not count for pay increment purposes.

ARTICLE 26

LONG SERVICE RECOGNITION

26.01 An employee shall be paid a bonus of five days' paid leave after fifteen years of completed service within the Union of Environment Workers.

Pre-Retirement Training

26.02 * At the request of an employee, leave with pay once in an employee's career shall be granted to attend a retirement seminar sponsored by the PSAC. Should there be no PSAC-sponsored retirement seminar available in the employee's headquarters, the employee shall be permitted time off to attend a privately sponsored pre-retirement seminar with costs of registration up to \$700.00 being reimbursed once in the employee's career. Such time off and registration fees shall not be used in conjunction with other similar pre-retirement programs that may be reimbursed by the Employer.

* **Amended January 2005**

ARTICLE 27

SEVERANCE PAY

27.01 Under the following circumstances, an employee shall receive severance pay benefits calculated on the basis of his/her weekly rate of pay.

Retirement

27.02 An employee who is entitled to a pension under Section 8.2 or Section 8.3 of the PSAC Pension Regulations shall, on retirement, be paid one week's pay at his/her current rate of pay for each completed year of continuous employment in respect of which he/she has not previously been paid severance pay.

Resignation

27.03 * An employee who resigns and who, at the time of resignation has seven years of continuous employment, shall be paid one-half week's pay at his/her current rate of pay for each completed year of continuous employment in respect of which he/she has not previously been paid severance pay.

Termination For Other Reasons

27.04 An employee whose services are terminated involuntarily for any reason other than discipline shall be paid one week's pay for each completed year of continuous employment at his/her current rate of pay in respect of which he/she has not previously been paid severance pay.

Death

27.05 If an employee dies, there shall be paid to his/her estate an amount equal to one week's pay for each completed year of continuous employment.

* **Amended January 1988**

ARTICLE 28

PAY ADMINISTRATION

- 28.01 Except when circumstances are beyond the control of the Employer, an employee shall be paid every two weeks and shall be provided with a statement indicating the gross and net entitlements and details of all deductions.
- 28.02 Except as otherwise specified in the letter of offer of appointment, an employee's salary rate will be the minimum of the salary range applicable to the classification level in which he/she is appointed. An employee shall be entitled to periodic increments in accordance with the applicable salary range until the maximum of such salary range is reached.
- 28.03 When an employee is promoted, he/she shall be entitled to that rate of pay in the salary range of the classification level to which he/she is promoted which provides an increase in an amount not less than the lowest annual increment provided for in the new salary range.
- 28.04 If an employee is appointed to a different position, the salary range for which does not permit an increase in an amount as great as that applicable on promotion, such appointment shall constitute a transfer, in which case the employee shall be entitled to the rate of pay in the new salary range which is nearest to but not less than that which applied to him/her in respect of the classification level of the position from which he/she was transferred. If there is no such rate in the new salary range, the employee shall continue to receive his/her previous salary rate until such time as a higher rate is provided in the new salary range, at which time, and effective the date thereof, he/she shall be entitled to the salary rate which is closest to but not less than his/her previous salary range.
- 28.05 An employee to whom Clause 28.04 applied shall retain his/her increment date if he/she had not reached the maximum rate in his/her former position and is not paid the maximum rate in the new position to which he/she is appointed.
- 28.06 If an employee is promoted or transferred on a date which coincides with the date on which he/she would otherwise have received a salary increment in respect of his/her previous position, such salary increment shall be deemed to have been duly authorized before determining the rate of pay applicable to him/her on promotion or transfer as the case may be.
- 28.07 * When an employee is required in writing by the Employer to perform for a temporary period of at least two working days the duties of a higher position than the one held by him/her, such employee shall be paid acting pay from the first day of such temporary period, calculated as if he/she had been appointed to the higher position.

ARTICLE 28 (PAY ADMINISTRATION) - (CONT'D)

- 28.08 The pay increment date for an employee appointed to a position shall be the first Monday following his/her anniversary date of the increment period for the position to which the employee was appointed.
- 28.09 The increment period shall be annually.
- 28.10 An employee is entitled to be paid for services rendered at:
- (a) the pay specified in Appendix A for the classification of the position to which he/she is appointed if the classification coincides with that prescribed in his/her letter of offer; or
 - (b) the pay specified in Appendix A for the classification prescribed in his/her letter of offer if that classification and the classification of the position to which he/she is appointed do not coincide.

ARTICLE 29

BILINGUALISM

- 29.01 * The Employer agrees that a bilingualism bonus of \$1,250 per year shall be payable to all eligible employees of the Union of Environment Workers who are required by the Employer to use both official languages when communicating, either orally or in writing, with the membership and with any person, other than regular employees of the Union of Environment Workers or Alliance Centre with whom the Component must establish and maintain communication, when such employees are recognized by the Component as meeting the language proficiency requirements for their position.
- 29.02 An eligible employee shall be entitled to receive the bilingualism bonus for any month in which the employee has received a minimum of ten days' pay.
- 29.03 An eligible employee is entitled to receive the bilingualism bonus during any period of paid leave up to a maximum of sixty consecutive calendar days.
- 29.04 * The bilingualism bonus shall be a flat annual amount of \$1,250 calculated on a monthly basis and payment will be included in the normal bi-weekly cheque.
- 29.05 The bilingualism bonus will not be considered as part of an employee's salary or used to compute an employee's salary entitlements for the following:
- promotion
 - overtime calculation
 - severance pay
- 29.06 The bilingualism bonus shall be payable to a person employed on a term basis.

ARTICLE 30

**EDUCATION LEAVE WITHOUT PAY
AND
CAREER DEVELOPMENT LEAVE WITH PAY**

Education Leave Without Pay

30.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the employer, an employee may be granted education leave without pay for varying periods up to one year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill his/her present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

30.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to one hundred per cent (100%) of his/her annual rate of pay as provided for in Appendix A of this Agreement, depending upon the degree to which the education leave is deemed by the Employer to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

30.03 Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

30.04 As a condition of the granting of education leave without pay, an employee shall, if required, give a written understanding prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

30.05 If the employee:

- (a) fails to complete the course;
- (b) does not resume employment with the Employer on completion of the course; or
- (c) ceases to be employed before termination of the period he/she has undertaken to serve after completion of the course;

he/she shall repay the Employer all allowances paid to him/her under this Article during the education leave or such lesser sum as shall be determined by the Employer.

ARTICLE 30 (EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE WITH PAY - (CONT'D))

Career Development Leave With Pay

30.06 Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his/her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

- (i) a course given by the Employer;
- (ii) a course offered by a recognized academic institution;
- (iii) seminar, convention or study session in a specialized field directly related to the employee's work;
- (iv) language training;
- * (v) a course given by the PSAC;
- ** (vi) a course given by the Public Service Commission.

30.07 Upon written application to the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described above. The employee shall receive no compensation under Article 18 (Overtime) and Article 21 (Compensation for Travel) during the time spent on career development leave provided for in this clause.

30.08 Union of Environment Workers employees may be permitted to attend courses offered by the Component and the PSAC without loss of pay.

30.09 ** Employees on Career Development Leave shall be reimbursed all reasonable travel and other expenses incurred by them which the Employer may deem appropriate. Upon completion of a course, if successful, the Employer shall reimburse the employee 100% of the registration fee and cost of textbook(s) required for the approved course. Such textbook(s) shall remain the property of the Employer.

* **Amended December 1985**

** **Amended January 1984, June 1991**

ARTICLE 30 (EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE WITH PAY - (CONT'D))

Examination Leave

- 30.10 Examination Leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's hours of work. Such leave will be granted where the course of study is related to the employee's duties or will improve his/her qualifications. Such leave shall not be unreasonable withheld.

ARTICLE 31

DISCIPLINE

- 31.01 * No discipline can be taken against any employee regarding a violation of an employer's rule or regulation where such rule or regulation was not clearly communicated to the employee(s).
- 31.02 The Employer 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 of at the time of filing.
- 31.03 Documents relating to disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two years have elapsed since the disciplinary action of the same nature has been recorded during this period.
- 31.04 * No disciplinary measure in the form of a notice of discipline, suspension or discharge or in any other form shall be imposed on any employee without just, reasonable and sufficient cause and without his/her receiving beforehand or at the same time of a written notice showing the grounds on which a disciplinary measure is imposed.
- 31.05 Without limiting the options of the Employer relating to which disciplinary action is to be taken in each particular case, the severity of disciplinary action in ascending order shall be:
- (a) counselling
 - (b) oral reprimand
 - (c) written reprimand
 - (d) suspension
 - (e) discharge
- 31.06 Except in the case of counselling and oral reprimands, the Employer shall provide the employee with written documentation with reference to disciplinary action taken as well as the reason for the disciplinary action and notification to the Union in case of suspension or dismissal.

* **Amended November 2007**

ARTICLE 32*

HEALTH AND SAFETY

32.01 Preamble

- (a) An Employer agrees to take appropriate measures as deemed necessary with a view to ensuring that employees, during their course of employment, work in a safe and healthy environment.
- (b) The Employer and the Union agree to encourage the employees to work in a safe manner and the employees shall observe the safety and health rules and practices established by the Employer from time to time, as a measure of protection for themselves and others.

32.02 Joint Health and Safety Committee

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

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

32.03 First-Aid Training

- (a) The Employer will encourage employees to take first-aid and refresher courses and for this purpose will assume the cost of first-aid training. Employees selected by the Employer for first-aid training shall be granted time-off without loss of pay.
- (b) The Employer undertakes that as a minimum, all first-aid kits shall have the same contents as listed in Appendix E.

32.04 Special Examinations

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

* **New June 1991**

ARTICLE 32 (HEALTH AND SAFETY) - (CONT'D)

32.05 * **Medical Examinations**

- (a) Where the Employer requires an employee to undergo a medical examination by a designated qualified practitioner, the examination will be conducted at no expense to the employee and all time spent to comply with such a request shall be treated as time worked. Results of all medical examinations will be made available to the employee upon request.
- (b) Employees using VDTs in excess of three (3) hours per day shall have their eyesight examined twice each year at no expense to the employee. Records may be kept in the Personnel File.

32.06 **Operating Procedures**

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

No employee shall be required to operate VDT equipment for more than fifty minutes in an hour and five hours in a day.

32.07 **Injured Employees**

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

32.08 **Health and Safety Information**

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

32.09 **Dangerous Situations**

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

ARTICLE 32 (HEALTH AND SAFETY) - (CONT'D)

32.09 **Dangerous Situations (Cont'd)**

A pregnant employee who furnishes the Employer with a medical certificate attesting that her working conditions may be physically dangerous to her unborn child or to herself by reason of her pregnancy, may request to be assigned to other duties involving no such danger for the duration of her pregnancy. Such requests shall be granted by the Employer and the re-assignment shall be without loss of pay or benefits.

32.10 **Grievance Procedure**

The existence of health and safety hazards in the workplace is subject to Article 16 (Grievance Procedure) of this Collective agreement.

ARTICLE 33

COLLECTIVE BARGAINING

- 33.01 * In the event that either party wishes to convene a meeting for the purpose of negotiations, such meeting shall be held at a time and place mutually agreed upon by both parties. Every reasonable effort will be made to meet during the normal working hours of the Employer.

ARTICLE 34

PART-TIME EMPLOYEES

- 34.01 Except as otherwise specified in this Article, the provisions of this collective agreement apply to part-time employees on a pro rata basis.
- 34.02 * The work week for a part-time employee shall be less than 35 hours a week from Monday to Friday inclusive, as determined by the Employer.
- 34.03 A part-time employee's weekly hours of work shall be determined and authorized by the Employer in consultation with the employees concerned.
- 34.04 Overtime for a part-time employee means authorized work performed in excess of seven hours on a regular work day; or
Authorized work performed in excess of 35 hours in a regular work week; or
Authorized work performed on Saturday and/or Sunday; or
Authorized overtime work performed on a designated paid holiday.
- 34.05 The performance of authorized overtime shall be first offered to qualified full-time employees.
- 34.06 Subject to Clause 34.01, a part-time employee shall earn sick leave and vacation leave credits for each calendar month in which he/she receives pay for at least 35 hours.
- 34.07 The pay increment period for a part-time employee shall be determined by the following formula:
$$52 \times \frac{35}{\text{(Average Weekly Hours Worked)}}$$
- 34.08 A part-time employee is entitled to be paid for services rendered in accordance with Clause 34.03 at the hourly rate.

* **Amended January 1984**

ARTICLE 34 (PART-TIME EMPLOYEES) - (CONT'D)

- 34.09 Subject to Clause 34.01, a part-time employee who is eligible to receive the bilingualism bonus shall be entitled to receive the bilingualism bonus for any month in which he/she receives pay for at least 35 hours.
- 34.10 A part-time employee shall receive pay on vacation leave with pay, sick leave with pay, special leave with pay and designated paid holidays for his/her scheduled daily hours of work as determined and authorized by the Employer at the time of appointment.

ARTICLE 35*

CLASSIFICATION

- 35.01 ** The classification system applicable to the Union of Environment Workers shall be the PSAC Deloitte & Touche Classification System.
- 35.02 No employee will receive less money as a result of reclassification. The employee will be salary protected.
- 35.03 Subject to 35.01, and 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 allotted by factor within a reasonable amount of time.

* **New June 1991**

** **Amended July 1999**

ARTICLE 36*

SEXUAL AND PERSONAL HARASSMENT

- 36.01 The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment, and the employer undertakes to discipline any person employed by the Employer engaging in the sexual or personal harassment of another employee.
- 36.02 (a) Sexual harassment shall be defined as but not limited to any incident or series of incidents related to sexuality that may be verbal, physical, deliberate, unsolicited or unwelcomed.
- (b) Personal harassment shall be defined as any behaviour by any person that is directed at an employee and is offensive to that employee. Job counselling shall not be considered personal harassment.
- 36.03 For the purposes of this Article, work environment also includes meetings, seminars, courses, etc., held outside of an employee's normal work location.
- (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 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 re-assignment of duties, the employer shall accommodate such request until the matter is resolved. When neither party requests a transfer but one party has requested discontinued contact, the matter shall be dealt with in accordance with the procedures established by the Joint Harassment Committee.
- (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 in accordance with procedures established by the Joint Harassment Committee. 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.

ARTICLE 36 (SEXUAL AND PERSONAL HARASSMENT) - (CONT'D)

- 36.03 (d) The Joint Harassment Committee will comprise of one management representative and one union representative neither of which will be the complainant plus an impartial mutually agreed to third party.
- 36.04 (a) Each party to the collective agreement has a sexual and personal harassment complaint co-ordinator. Any employee with an allegation of sexual or personal harassment shall have the right to meet with their co-ordinator.
- (b) The employee, employees or the union have the option of a one-step grievance procedure. The Employer will appoint a person responsible for dealing with a complaint and grievance of sexual or personal harassment. The investigation and response will be handled with all possible confidentiality and dispatch.
- (c) If the grievance is not dealt with to the satisfaction of the grievor(s), the grievance may be referred to arbitration.

ARTICLE 37*

SELF-FUNDED LEAVE

37.01 **Purpose**

The purpose of this Policy will afford employees the opportunity of taking a one (1) year leave of absence, and through deferral of salary, finance the leave.

37.02 **Application**

An 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.

37.03 **Approval**

Requests to participate in the plan shall be approved on a first-come first-served basis for employees who occupy similar positions. The Employer, however, may restrict the number of participants in the plan to any one year to one employee in the officer group and one in the administrative support group.

In accordance with Income Tax Regulations, a commitment is required from the employee to return to his/her regular employment for a period that is not less than that of the leave of absence granted. The self-funded leave cannot be used as a pre-retirement initiative. Self-Funded Leave is operated according to Federal Income Tax Regulations.

37.04 **Payment Formula and Leave 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 48 months.

ARTICLE 37 (SELF-FUNDED LEAVE) - (CONT'D)

37.04 **Payment Formula and Leave Absence (Cont'd)**

- (iii) All deferred salary shall be forwarded to a bank, co-operative or financial institution of the Employer's choice.

Any income from the trust/deposit for each year ending during that period of a deferral that has been earned for the benefit of the participant shall be paid in the year to the participant and shown on a T4 as income from employment. In lieu of payment of interest to the participant, the employee may instruct the Employer to retain the income as re-contributions by the employees to the plan.

- (iv) Employee contributions for Canada Pension Plan and Income Tax are to be deducted from the actual amount paid during the life of the plan. The Employment Insurance Premium will be based on the employee's gross salary before deferrals during the period of deferral and no premiums will be withheld from the deferred amounts when paid to the employee during the leave period. During the period of leave, a participant shall not receive any salary or wages from the employee except as noted in paragraph (v). Employee pension plan deductions during each year of the plan, including the 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 and Canada Pension Plan contributions are to be made from the deferred salary plus accumulated interest. All other deductions shall be made as usual.

- (v) In the year of the leave, the amount accumulated in the previous four years will be paid to the employee in equal bi-weekly instalments. The residual will continue to earn interest and any adjustment of accumulations will be paid on the twenty-sixth instalment.

ARTICLE 37 (SELF-FUNDED LEAVE) - (CONT'D)

37.05 **Benefits**

- (i) 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.
- (ii) An employee's benefits will be maintained during her/his leave. The employee will pay the employee and Employer's share of the benefit plans.
- (iii) While 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.
- (iv) The period of leave shall not be counted for continuous service and leave shall not accrue during the period of leave.
- (v) If the employee so chooses, she/he may elect the period of leave as pensionable service. If this option is exercised, she/he shall pay the Employer and employee shares of the premiums for the PSAC Pension Plan during the period of leave.

37.06 **Withdrawal from the Plan**

- (i) An employee may withdraw from the plan only in the case of financial or other hardship 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 sole discretion of the employer. Repayment shall be pursuant to paragraphs (ii), (iii) and (iv).
- (ii) 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.
- (iii) Should an employee die while participating in the plan, any monies accumulated, plus interest accrued at time of death, shall be paid to the employee's estate.
- (iv) Any repayment shall be subject to the Income Tax Laws respecting lump sum payments.

ARTICLE 37 (SELF-FUNDED LEAVE) - (CONT'D)

37.07 **Contract**

- (i) All employees wishing to participate in the plan shall be required to sign the approved contract before approval for participation is granted (see Appendix C).

- (ii) An employee who participates in this plan shall be committed to the year of leave specified. The period of deferral for an employee participating in the plan cannot extend beyond six years after the date on which deferrals for the leave of absence commences. The specified leave will be taken or the money will be returned as in Clause 37.06.

ARTICLE 38

MODIFICATION, TERM, RENEWAL OF COLLECTIVE AGREEMENT

- 38.01 Unless otherwise expressly stipulated, the terms and conditions of employment of this Agreement shall become effective on the date of signing and shall remain in force and effect from year to year thereafter unless either party gives to the other party notice in writing that it desires its termination or amendment.
- 38.02 Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) days prior to the expiry date, give notice in writing to the other party. A meeting of the parties will be convened within twenty (20) days of the date on which the notice was served to commence bargaining.
- 38.03 This Agreement may be amended by mutual consent of the parties.
- 38.04 * This Agreement shall be binding and remain in effect to April 30, 2015.
- 38.05 The parties hereto shall adhere fully to the terms of this collective agreement during the period of bona fide collective bargaining and if negotiations extend beyond the expiry date of the collective agreement, the terms and conditions shall continue in force and effect until a new collective agreement is signed.
- 38.06 The Collective Agreement shall be re-opened upon request of the Union for the sole purpose of negotiating all rates of pay if the cost of living in the current year for the Ottawa area rises above six per cent (6% inflation rate).
- 38.07 ** 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 Environment Workers 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.

* **Amended December 1985, 1988, June 1991, October 1996, May 1997, May 2000, December 2001, January 2005, November 2007; July 2010, June 2014**

** **Amended January 2005**

ARTICLE 38 -MODIFICATION, TERM, RENEWAL OF COLLECTIVE AGREEMENT -
CONT'D

SIGNED AT _____ THIS _____ DAY OF THE MONTH OF _____, 2014

Alliance Employees Union - XVI	Union of Environment Workers
Linda Koo President of AEU Signature: _____	Todd Panas National President Union of Environment Workers Signature: _____
Lucette Charron Chairperson of Negotiating Team Signature: _____	Mark Power Chairperson of Negotiating Team Signature: _____
Manon Desormeaux Member of Negotiating Team Signature: _____	Lorraine Power-Green Member of Negotiating Team Signature: _____
Julie Lavictoire Member of Negotiating Team Signature: _____	Nick Humphreys Member of Negotiating Team Signature: _____

APPENDICES

- APPENDIX A - RATES OF PAY
- APPENDIX A-1 - LEVEL STRUCTURE FOR THE NEW CLASSIFICATION PLAN
- APPENDIX A-2 - CONVERSION RULES
- APPENDIX B - MEMORANDUM OF AGREEMENT - COMPRESSED WORK WEEK
- APPENDIX C - MEMORANDUM OF AGREEMENT - SELF-FUNDED LEAVE
- APPENDIX D - MEMORANDUM OF UNDERSTANDING - CLASSIFICATION
- APPENDIX E - MEMORANDUM OF AGREEMENT - PAY EQUITY
- APPENDIX F - FIRST AID KITS
- APPENDIX G - EXCLUDED EMPLOYEES
- APPENDIX H - STRESS RECOGNITION

APPENDIX "A"

RATES OF PAY

AEU - Unit XVI Salary Scale

Economic increases May 2013 (1.75%) and May 2014 (1.50%)

	Level	MIN					
May-12	1	30,932	31,857	32,815	33,801	34,814	
May-13		31,473	32,414	33,389	34,393	35,423	
May-14		31,945	32,901	33,890	34,908	35,955	
May-12	2	35,054	36,103	37,188	38,303	39,453	
May-13		35,667	36,735	37,839	38,973	40,143	
May-14		36,202	37,286	38,406	39,558	40,746	
May-12	3	39,172	40,348	41,558	42,806	44,091	
May-13		39,858	41,054	42,285	43,555	44,863	
May-14		40,455	41,670	42,920	44,208	45,536	
May-12	4	43,294	44,593	45,932	47,310	48,727	
May-13		44,052	45,373	46,736	48,138	49,580	
May-14		44,712	46,054	47,437	48,860	50,323	
May-12	5	49,063	50,536	52,050	53,614	55,222	
May-13		49,922	51,420	52,961	54,552	56,188	
May-14		50,670	52,192	53,755	55,371	57,031	

May-12	6	54,836	56,479	58,173	59,919	61,717
May-13		55,796	57,467	59,191	60,968	62,797
May-14		56,633	58,329	60,079	61,882	63,739

May-12	7	60,603	62,421	64,294	66,223	68,209
May-13		61,664	63,513	65,419	67,382	69,403
May-14		62,589	64,466	66,400	68,393	70,444

May-12	8	66,372	68,364	70,415	72,528	74,704
May-13		67,534	69,560	71,647	73,797	76,011
May-14		68,547	70,604	72,722	74,904	77,151

May-12	9	72,144	74,307	76,536	78,832	81,196
May-13		73,407	75,607	77,875	80,212	82,617
May-14		74,508	76,741	79,044	81,415	83,856

May-12	10	77,912	80,250	82,657	85,136	87,691
May-13		79,275	81,654	84,103	86,626	89,226
May-14		80,465	82,879	85,365	87,925	90,564

May-12	11	85,330	87,889	90,526	93,242	96,039
May-13		86,823	89,427	92,110	94,874	97,720
May-14		88,126	90,768	93,492	96,297	99,185

May-12	12	92,746	95,530	98,395	101,347	104,388
May-13		94,369	97,202	100,117	103,121	106,215
May-14		95,785	98,660	101,619	104,667	107,808

POSITIONS:

Bilingual Typist - Band 6

May-12	6	54,836	56,479	58,173	59,919	61,717
May-13		55,796	57,467	59,191	60,968	62,797
May-14		56,633	58,329	60,079	61,882	63,739

Financial Officer - Band 7

May-12	7	60,603	62,421	64,294	66,223	68,209
May-13		61,664	63,513	65,419	67,382	69,403
May-14		62,589	64,466	66,400	68,393	70,444

Service Officer - Band 11

May-12	11	85,330	87,889	90,526	93,242	96,039
May-13		86,823	89,427	92,110	94,874	97,720
May-14		88,126	90,768	93,492	96,297	99,185

Signing Bonus:

Signing Bonus of \$1,250 payable to all employees upon ratification.

APPENDIX A-1

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)

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 at 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 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 probation 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.

04 Reimbursement of all retroactive pay, benefits, allowances and adjustments shall be made by the Employer within forty-five (45) days of the date of signing of this Collective Agreement.

The Employer shall take the necessary steps to meet its responsibilities under the Ontario Pay Equity Act.

MEMORANDUM OF UNDERSTANDING

BETWEEN

ENVIRONMENT COMPONENT, PSAC (EMPLOYER)

AND

ENVIRONMENT COMPONENT EMPLOYEES UNION

The parties mutually agree that it may be operationally advantageous to provide the employees with the opportunity of having a compressed work week.

In order to effectively implement the compressed work week in accordance with Clauses 17.04 and 17.05, the following conditions will apply.

1. Core hours shall be between 9:00 a.m. and 4:00 p.m.
2. Designated days off shall be Fridays or Mondays, wherever possible.
3. There shall be at least one bilingual employee on duty at all times.
4. There shall be at least one staff officer and one support staff on duty during core hours.
5. For the purposes of computing leave entitlements and hours of work, all clauses in the collective agreement which specify days shall be converted to hours.
6. Hours of work shall be rounded out to the nearest quarter of an hour.
7. Where the total time credited to an employee for certain benefits such as statutory holidays, bereavement leave, family responsibility leave, is less than the employee's scheduled daily hours of work, there will be a need for the employee to work make-up time to ensure that the employee's required total number of work hours is accounted for within the time limits of the predetermined work schedule. (Make-up time shall be during the two weeks following the leave. The employee also has the option to make up the time by having the appropriate time deducted from his/her annual or compensatory leave credits.)
8. Annual and sick leave shall be credited and debited in hours and shall be debited in an amount equal to an employee's hours of work during the period of leave.
9. Make-up time for statutory holidays shall be amortized over the period of one year.

10. If a designated day off falls on a statutory holiday, the day off shall be moved to the employee's first working day or with the mutual consent of the parties, to another day which is as close as possible to that day.
11. The duration of the lunchbreak shall be at least 30 minutes.
12. A compressed work week schedule shall be established at least one month prior to its application and shall be for a one-month duration. The schedule shall indicate the hours of work of each employee including the lunchbreak, starting and quitting time, and any other relevant details with respect to make-up time.
13. The schedule for the compressed work week shall apply for the year except that individual variations will be permitted from month to month as long as they are specified to the supervisor at the time the schedule is drafted.
14. Accounting for leave credits earned and used in hours applies only to an employee in respect of the period he is on the compressed work week.

Signed at Ottawa, this 26th. day of October, 1982

For the Employer:

Charles E. Moughan
J. P. MacIsaac
Bob Farn
Allen Beithman

For the Union:

Sandra M. Thompson
D. DeLanda
R. J. Harvey

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

I have read and agree to the terms and conditions of the Deferred Payment Plan contained in this 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 of the plan, I agree to be paid at the rate of _____ of my annual salary. I accept responsibility of any financial indemnity arising out of participation in the plan as set forth in the "Deferred Payment Plan" Article of the collective agreement.
- 4. I agree during my leave to be paid in total the amount withheld during the funding period of the plan in which I participated plus any accumulated interest.

Date: _____ Employee: _____

Date: _____ Witness : _____

APPROVAL

- 1. Leave not approved for the following reasons:

- 2. Leave approved from _____ to _____

Date: _____ Signature: _____

**MEMORANDUM OF AGREEMENT
FOR
CLASSIFICATION OF AEU POSITIONS
IN THE
UNION OF ENVIRONMENT WORKERS**

1. Employees who are not classified within a higher salary level than their existing salary will retain their existing salary scale with the annual economic increases that are negotiated applied to that existing scale. This will be considered the salary-protected scale.
2. Employees who are classified within a higher salary level than their existing salary shall be placed on the new salary scale at the next highest increment.

Amended May 1997

MEMORANDUM OF AGREEMENT
BETWEEN
Union of Environment Workers
AND
THE ALLIANCE'S EMPLOYEES' UNION - UNIT XVI

The parties agree that for the purpose of the Pay Equity adjustment, the Employer will:

1. Adjust acting pay;
2. Adjust top-up provisions for maternity leave; parental leave;
3. Adjust overtime, call back and reporting pay; and
4. Adjust severance pay

Signed at Ottawa this 9th day of August 1999

GENERAL PURPOSE FIRST-AID KITS

Description	Quantity		
*First Aid Kit, General Purpose, Type "A", Complete	1		
First Aid Kit, General Purpose, Type "B"	1		
First Aid Kit, General Purpose, Type "C"	1		
Kit Contents			
	A	B	C
Adhesive Tape, surgical, 7.5 cm x 4.6	1	1	2
Applicator, Disposable, 25s	1	1	1
Bandage, Adhesive, 100s	1	1	1
Bandage, Felt, Orthopaedic	-	2	2
Bandage, Gauze, 5.0 cm x 4.6 m	-	6	8
Bandage, Self-Adhering Roller, 7.5 x 4.6	4	6	8
Bandage, Self-Adhering Roller, 10 cm x 4.6 m	-	6	8
Bandage, Triangular, 2s	1	3	6
**Basin, wash	-	-	1
**Blanket, bed, grey	-	-	2
Book, Pocket Guide to First Aid	1	1	1
Book, Record	1	1	1
Case, First Aid Kit	1	-	-
Case, First Aid Kit	-	1	-
Case, First Aid it	-	-	1
Cotton, Purified, 28.0 g	2	4	16
Depressor, Tongue, 25s	1	-	1
Dressing, First-Aid, Field	2	2	3
Dressing, Surgical, Combination	-	2	3
Gloves, Disposable (pair)	2	4	6
Forceps, splinter	1	1	1
**Litter, Folding	-	-	1

APPENDIX G

LIST OF EXCLUDED EMPLOYEES
Union of Environment Workers

1. Daryl Hoelke, Executive Assistant

MEMORANDUM OF AGREEMENT

STRESS RECOGNITION

The parties agree that there is a need to participate in some recognized activity to reduce stress associated with the work functions. To this end, the employer agrees to reimburse all employees up to \$600 per year payable after January 1st each year for such stress-reducing activities.

Employees will be required to produce receipts for any identified activities to reduce stress. When receipts are provided, the employer shall treat this payment as a reimbursement of expenses.

Reimbursement will be pro-rated at 1/12th of the actual amount for each complete month of work under this collective agreement.

Notwithstanding the above, the parties agree to apply this provision to term employees as follows:

1. The reimbursement will be pro-rated at 1/12th of the actual amount for each complete month of work under this collective agreement.
2. The term employee will be required to submit a claim for the reimbursement in the usual manner on or after January 1st in any year. If the term employee ceases to be an employee prior to January 1st, the term employee may claim 1/12th of the reimbursement for each complete month of work upon termination.

INDEX

<u>Article</u>	<u>Subject</u>	<u>Page(s)</u>
1	Purpose of Agreement	1
2	Definitions	2 - 4
3	Recognition	5
4	Human Rights	6
5	Management Rights	7
6	No Strike - No Lock-Out	8
7	Union Security	9
8	Retention of Rights & Privileges	10
9	Appointment of Representatives	11
10	Staffing	12 - 13
11	Information to the Union and Employees	14
12	Joint Union-Employer Consultation	15
13	Technical and Organizational Changes	16 - 18
14	Restriction on Outside Employment	19
15	Security of Employment	20
16	Grievance Procedure	21 - 22
17	Hours of Work	23 - 24
18	Overtime	25 - 27
19	Pension, Welfare Coverage and Benefits	28 - 29
20	Expenses and Allowances	30
21	Compensation for Travel	31
22	Designated Paid Holidays	32 - 33
23	Sick Leave	34

<u>Article</u>	<u>Subject</u>	<u>Page(s)</u>
24	Vacation Leave	35 - 37
25	Other Leave With or Without Pay	38 - 48
26	Long Service Recognition	49
27	Severance Pay	50
28	Pay Administration	51 - 52
29	Bilingualism	53
30	Education Leave Without Pay and Career Development Leave With Pay	54 - 56
31	Discipline	57
32	Health and Safety	58 - 60
33	Collective Bargaining	61
34	Part-Time Employees	62 - 63
35	Classification	64
36	Sexual and Personal Harassment	65 - 66
37	Self-Funded Leave	67 - 70
38	Modification, Term, Renewal of Collective Agreement	71 - 72