

**COLLECTIVE AGREEMENT BETWEEN**



**THE PUBLIC SERVICE ALLIANCE OF CANADA  
(P.S.A.C.)**

**AND**

**THE ALLIANCE EMPLOYEES UNION  
(A.E.U.)**



**EXPIRY DATE**

**UNIT II  
UNIT X**

**APRIL 30, 2019**

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## **ARTICLE 1**

### **PURPOSE OF AGREEMENT**

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the PSAC, the 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 Public Service Alliance of Canada and to promote the well-being and increased efficiency of its employees to the end that the membership of the Public Service Alliance of Canada 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 Public Service Alliance of Canada in which members of the bargaining unit are employed.

## **ARTICLE 2**

### **DEFINITIONS**

- 2.01 For the purpose of this Agreement:
- a) "bargaining units" means the employees of the Employer in the groups described in Article 5 (Recognition);
  - b) a "common-law spouse" relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse, and continues to live with that person as if that person were his/her spouse regardless of sex;

- c) "compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave or when compensatory leave is paid in cash shall be based on the employee's hourly rate of pay received on the day immediately prior to the day on which leave is taken;
- d) "continuous employment" means an unbroken period of employment with the PSAC and its Components and its predecessor organizations and for greater certainty employment should not be considered to be broken by authorized periods of leave, with or without pay, except as specified in clauses 17.10, 17.13 and 17.14 or by any period of less than three (3) months between two separate periods of employment with the PSAC, its Components or its predecessor organizations. (This definition in no way implies any entitlement to pay or other compensation from the PSAC 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 of rest" means Saturday and/or Sunday;
- g) "dependent child" means an employee's or spouse's biological, legally adopted, adopted under Indigenous customs or stepchild who is unmarried, unemployed, dependent and under the age of 21 if not in full time attendance at an educational institution, otherwise under the age of 25 or no age limit if the dependent child has a permanent disability. The definition of spouse and child will be applied to all relevant contract clauses, welfare plans and benefits, except pension plan where dependent child is defined by law;
- h) "employee" means a person who is a member of the bargaining units including term and part-time employees;

- i) "Employer" means the Public Service Alliance of Canada as represented by the Alliance Executive Committee and includes any person authorized to exercise the authority of the Alliance Executive Committee;
- j) "holiday" means a day designated as a paid holiday in this agreement;
- k) "hourly rate of pay" means an employee's weekly rate of pay divided by thirty-five (35);
- l) "job-share" means a situation where one position is divided equally between two employees;
- m) "leave" means authorized absence from duty by an employee during the employee's scheduled regular hours of work;
- n) "membership dues" means the dues established by the Alliance Employees' Union as the dues payable by its members as a consequence of their membership in the Union and shall not include any initiation fee, insurance premium or special levy;
- o) "part-time employee" means a person employed by the PSAC who is required to work less than 35 hours per week and works at least 17.5 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 the employee is appointed;
- q) "secondment" means the authorized temporary assignment with pay of an employee to a position with an organization other than the Employer for the purpose of performing duties for said organization. No employee shall be subject to secondment without her/his consent;



- r) "seniority" and "continuous employment" mean the same by definition. Unless otherwise specified in this Collective Agreement, seniority shall accrue during all periods of leave with pay and during all periods of leave without pay of three (3) months or less;
- s) "spouse" means a person to whom an employee is legally married, or a person with whom an employee has cohabited for a continuous period of at least one (1) year and who has been identified to the Employer as the employee's spouse regardless of sex;
- t) "term employee" means a person who is employed by the PSAC 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 PSAC when the specified period of time is terminated unless the specified period of time is extended by another specified period of time or terminated prior to the specified period;
- u) "transfer" means an appointment to a position which does not constitute a promotion;
- v) "Union" means the Alliance Employees' Union;
- w) "weekly rate of pay" means an employee's annual rate of pay divided by 52.17.

### **ARTICLE 3**

#### **APPLICATION**

- 3.01 The provisions of this Agreement apply to the Alliance Employees' Union, employees and the Employer.
- 3.02 Both the English and French texts of this Agreement are official.
- 3.03 Where the masculine or feminine gender is used in this Collective Agreement, it shall be considered to include both genders unless any provision of this Collective Agreement specifies otherwise.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

- 4.01 All the functions, rights, powers and authority which the Employer has not abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 4.02 The rights set forth in this article and those otherwise retained by management shall be exercised in conformity with the provisions of this agreement in a manner which is not arbitrary, discriminatory or in bad faith.
- 4.03 The authority of the Employer is solely vested in the Alliance Executive Committee and to those persons to whom they delegate authority. This includes decisions concerning the working conditions of staff and/or the operation of PSAC Branches.

## **ARTICLE 5**

### **RECOGNITION**

- 5.01 a) 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 (dated September 18, 1979) employed as office support staff in Ottawa, save and except those employees employed in a confidential capacity; employees employed as office support staff in the National Capital Region Office. For greater certainty the agreed to list of excluded positions is attached hereto as a Memorandum of Agreement #2 (Unit II).
- b) 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 (dated July 25, 1984) employed in the city of Ottawa, in the Mail Distribution Centre, Copy Centre, and Procurement and Inventory Control.

## ARTICLE 6

### APPOINTMENT OF REPRESENTATIVES

- 6.01 The Employer acknowledges the right of the Union to appoint employees as Representatives of the Union.
- 6.02 The Union agrees to limit the appointment of Representatives to a reasonable number.
- 6.03 The Union shall notify the Employer, in writing, of the names of the Representatives.
- 6.04 The representative shall obtain the permission of his/her immediate supervisor, when available, before leaving his/her work to investigate with fellow employees, complaints of an urgent nature, to meet with management for the purpose of dealing with grievances, to attend consultation meetings 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.
- 6.05
- a) The Employer agrees to recognize a Committee of two (2) employees per Bargaining Unit, selected by the Union as the Union's Bargaining Committee. Said employees shall be granted leave with pay to attend any meetings with the Employer in connection with negotiations, including time to travel to and from said meetings, including Conciliation or Mediation meetings. The Employer agrees to recognize an external chairperson at no cost to the Employer.
  - b) In the event that either party wishes to convene a meeting for the purpose of negotiations, said meeting shall be held at a time and place mutually agreed upon by both parties.

- 6.06 A representative shall be granted time off with pay during the grievance process including arbitration in order to represent any member of an AEU bargaining unit employed by the PSAC or PSAC Holdings. Such time off shall be reported on an appropriate leave form.
- 6.07 The Union shall have the right to appoint a representative representing all the bargaining units to any joint committee. The number of union representatives may be increased upon mutual agreement.
- 6.08 The Employer agrees to provide an AEU representative and a new employee up to one (1) hour paid leave to acquaint newly hired employees, at the time of orientation, with the fact that a collective bargaining relationship exists between the Union and the Employer.
- 6.09 An employee who is elected to a full-time position with the Union shall be granted leave of absence without pay for a period of two (2) years subject to renewal on application to the Employer for further successive periods of two (2) years each.

## **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 Treasurer of the Union, from each of two bi-weekly salary cheques each month for each employee in the bargaining unit and forward same to the Treasurer of the Union, together with a list of employees and the amount from whom deductions were made.
- 7.02 The Employer shall ensure that T4s issued to employees in the bargaining unit show the amount deducted for union dues and remitted to the Union.

- 7.03 The Employer and the Union agree that work normally performed by members of the bargaining unit will not be assigned to resources outside the bargaining unit. This does not restrict the employer from using outside resources to perform work for the employer when there is a demonstrated or unforeseeable need or where there is a short term non-recurring work requirement that cannot be met by existing staff.

## **ARTICLE 8**

### **RETENTION OF RIGHTS AND PRIVILEGES**

- 8.01 Should the Employer merge, amalgamate or combine any of its operations or functions with another organization during the term of this Agreement, the Employer, through whatever merger agreement involved, agrees that all benefits and conditions of employment held by the employees shall be integrated and shall not be adversely affected.
- 8.02 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.
- 8.03 All benefits which employees now enjoy or receive shall continue and may be modified by mutual agreement between the Employer and the Union.

## ARTICLE 9

### INFORMATION TO THE UNION

- 9.01 The Employer will forward to the Secretary of the Union at least once a month, the name, address and telephone number of all newly-hired employees who will be included in the bargaining unit. The Employer further agrees to inform the Union of the name of any employee in the bargaining unit leaving the employ of the Employer.
- 9.02 The Employer shall maintain a seniority list of employees. The employer shall send an up-to-date seniority list to the Secretary of the Union and to all employees covered by this Collective Agreement no later than March 31 of each year.
- 9.03 The Employer will also provide the Secretary of the Union with a copy of the Staffing Report at least once a month.
- 9.04
- a) The Employer shall provide the Secretary of the Union with eight (8) bilingual copies of this Collective Agreement within two (2) weeks of receipt of this Collective Agreement from the printer and provide the Union with an electronic version of the said Collective Agreement.
  - b) The parties agree to take all steps necessary to ensure that the collective agreement is printed and available for distribution to employees within 120 days of ratification.
- 9.05 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.

## ARTICLE 10

### INFORMATION TO EMPLOYEES

- 10.01 There shall be only one (1) employee personnel file per employee to be held in the Human Resources Section. Upon request by an employee to the Human Resources Section, the Employer shall allow the employee to view his/her personnel file and provide him/her with a copy of any document on the file requested by the employee. For employees outside of the National Capital Region, the Employer shall present a copy of the file as certified by a Human Resources employee and an AEU representative, if requested, in a secure and confidential manner.
- 10.02 The Employer will provide annually, no later than June 30<sup>th</sup>, each employee with a statement of the employee's contribution to PSAC Pension Plan. The Employer will annually provide each employee with a statement of their leave credits no later than March 31<sup>st</sup>.
- 10.03 The Employer shall provide each employee in the bargaining unit with a signed copy of this Collective Agreement within two weeks of receipt of this Collective Agreement from the printer. This collective agreement will be printed in 14 point Arial.
- 10.04 The Employer shall provide to each new employee, at the time of hire, a copy of this collective agreement and the Internal Training Plan and guide in effect at the time.
- 10.05 The collective agreement shall be provided to employees in an alternative format of choice in compliance with Article 11.

## ARTICLE 11

### NO DISCRIMINATION AND HARASSMENT

#### *No Discrimination*

11.01 The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee (in matters including but not limited to: hiring, salary rates, training, promotion, transfer, discipline, discharge), by reason of age, race, creed, colour, national or ethnic origin, language, political or religious affiliation, disability, sex, family or marital status, sexual orientation, criminal record, gender identity, gender expression or by reason of his/her membership or activity in the Union.

11.02 a) The parties recognize the Employer has a duty to design and maintain an inclusive workplace that builds concepts of equality, as outlined in the grounds for discrimination listed in Article 11.01, into all workplace standards, policies and practices.

The Employer has a duty to accommodate employees who fall within the grounds enumerated in Article 11.01. Where a barrier is identified, the Employer shall make every effort to remove this barrier up to the point of undue hardship. For the purposes of this article, undue hardship shall be assessed on the following considerations:

- i) Cost – Costs will amount to undue hardship if they are: Quantifiable; shown to be related to the removal of barriers and so substantial that they would alter the essential nature of the PSAC, or so significant that they would substantially affect its viability.
- ii) Health and Safety – health and safety risks will amount to undue hardship if the degree of risk that remains after a barrier has been removed outweighs the benefits of enhancing equality to persons in the workplace.



- iii) Outside Resources/Funding – before claiming undue hardship the PSAC must make use of any available outside sources of funding which may help alleviate costs associated with the removal of barriers.

### *No Harassment*

11.03 Harassment on any of the grounds set out in Article 11.01 constitutes prohibited discrimination. Such harassment means any unwelcome conduct directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonably to have known would cause offence or harm. It comprises any act, comment or display that demeans, belittles or causes personal humiliation or embarrassment, and includes intimidation and threats. Such harassment generally takes the form of repeated incidents, but an isolated incident can also constitute harassment. Harassment also includes a poisoned work environment.

### *No Psychological Harassment or bullying*

11.04 Psychological harassment or bullying is:

- a) repeated conduct which is hostile or unwanted, and includes verbal comments, actions or gestures, that affect an employee's dignity, psychological or physical integrity or well being, that results in a harmful work environment for the employee, or that creates a risk to or constitutes a threat to the health or safety of the employee. A single serious incident of such behavior may also constitute psychological harassment; or
- b) engaging in a course of vexatious comment or conduct in the workplace that is known or ought reasonably to be known to be unwelcome.

11.05 For the purpose of Article 11, harassment includes, but is not limited to, any harassment which may be experienced at meetings, seminars, courses, conferences, conventions, etc., held during or outside of an employee's normal work hours.

11.06 A reasonable action taken by a manager or supervisor to the management and direction of employees or the workplace is not workplace harassment. Such action must be conducted in good faith and administered in a manner reasonably connected to the legitimate exercise of management responsibilities.

### *Employer's Responsibilities*

- 11.07
- a) The Employer and the Union recognize that all employees are entitled to work in an environment of dignity and respect. It is the responsibility of the employer to ensure that this respectful environment is maintained.
  - b) The Employer will take appropriate measures to prevent harassment and discrimination. All PSAC employees will receive ongoing training related to discrimination and harassment.
  - c) The Employer and the Union recognize that the employer has a duty to investigate circumstances where it has reasonable grounds to believe that harassment and/or discrimination may have occurred.
  - d) The Employer and the Union recognize that the Employer has an obligation to maintain a discrimination and harassment free work environment and to ensure the timely and effective resolution of incidents of discrimination and/or harassment.

## *Employee's Responsibilities*

- 11.08 a) The Employer and the Union recognize that employees share a responsibility to ensure that their work environment is free from discrimination and harassment and as such, employees must not engage in any behaviour that is considered discrimination or harassment.
- b) It is the responsibility of every employee to co-operate in any attempts to resolve a discrimination and/or harassment grievance.
- c) The Employer and the Union recognize that the Union is committed to a discrimination and harassment-free work environment and agrees to and participate in the resolution of incidents of discrimination and harassment.

## *Harassment and Discrimination Grievance Procedure*

- 11.09 a) Prior to filing a grievance, an employee who experiences alleged harassment and/or discrimination may contact his/her Coordinator or Director or the Director of Human Resources to ask him/her to participate in a problem solving initiative. In such cases, the management representative will discuss the incident with the employee and may offer to assist him/her. Such assistance could include initiating an informal resolution process, if it is appropriate under the circumstances and the parties agree. In doing so, the management representative is encouraged to make reference to this clause, and shall advise the employee of her/his right to contact their union representative regarding the issue and request the union's participation in helping resolve the issue at this stage.
- b) Any efforts to resolve an issue informally do not extend the timeline for filing a grievance, unless otherwise agreed by the parties.

- 11.10
- a) A grievance concerning this article will include detailed written allegations in support of the grievance, outlining the alleged incident(s) of harassment or discrimination.
  - b) Formal complaints filed under the PSAC Anti-Racism Policy shall be considered a grievance and follow the procedures outlined in this article.
  - c) The Employer will make a reasonable determination as to whether the grievance discloses reasonable grounds to believe that harassment and/ or discrimination may have occurred.
    - i) If the grievance discloses such reasonable grounds, the employer will investigate the allegations in accordance with this article; or
    - ii) If the Employer determines that no reasonable grounds exist, this will be stated in its reply to the merits of the grievance. The grievance may then proceed to the appropriate step in accordance with Article 25.
  - d) Where the Employer decides to investigate:
    - i) The Employer, in consultation with the Union, will determine if the investigation can be done internally by a qualified manager or a Human Resources representative;
    - ii) Internal investigation shall:
      - have knowledge and experience in various types of harassment situations;
      - have investigation training and be designated by the Employer as competent to perform investigations;
      - be impartial.
    - iii) The parties agree that an external investigation will occur in instances involving alleged discrimination;

iv) When the Employer determines that the investigation should be conducted by an external investigator, it will consult the Union regarding the selection of investigator. In the event that there is no agreement on the investigator, the Employer will appoint the investigator. An investigator shall be appointed within 20 working days of receiving the grievance.

v) External investigators shall:

- have knowledge and experience in various types of discrimination and harassment situations;
- have investigation experience;
- have an understanding of working in a unionized environment; and
- be impartial.

e) The investigation will start within 20 days of appointment;

f) A report will be released to the parties within 30 days of the conclusion of the investigation; and

g) The Employer will reply in writing to the grievance within 20 days of receipt of the report.

11.11 A grievor may submit a grievance concerning this article to any level of the grievance process.

11.12 The parties may engage in an alternate dispute resolution process at any time by mutual agreement.

11.13 Any time limits in this article may be extended by mutual agreement between the employer and the Union representative.

11.14 The investigator shall:

- a) Provide all participants in the investigation with a copy of the terms of reference for the investigation; and
- b) Investigate the alleged harassment and/or discrimination, prepare a report detailing findings of fact and his or her findings as to whether the allegation(s) are founded in whole or in part.

11.15 The Employer may take interim measures during an investigation process, including but not limited to temporary relocation and restructuring of supervisory relationships, where warranted. The grievor may request any such measures at any time. Every effort will be made to keep the grievor in the workplace. Where the grievor cannot be maintained in the workplace or given alternate work assignments, the grievor will be provided leave with pay pending the outcome of the investigation. Such leave will not be subtracted from the grievor's leave banks.

- 11.16
- a) The Employer shall grant time off with pay to the grievor, the grievor's representative and any employee of the PSAC called as a witness in connection with an investigation, where such a meeting is deemed necessary by the investigator or where such a meeting is convened by the Employer. Such meetings should normally be held during the employee's normal working hours. Where this is not possible, the employee will be granted equivalent time off with pay. In either case, such time will be recorded on an appropriate leave form.
  - b) AEU members, including witnesses, may be accompanied by a person of their choice to be present during the investigation process. If this person is an employee of the PSAC, the Employer shall grant leave with pay, however the participation of this person will not otherwise represent any cost to the employer and does not affect any rights to AEU representation.

11.17 The grievance process will be handled with all possible confidentiality. The Employer will not disclose the name of a grievor or alleged person responsible for the harassment and/or

discrimination or the circumstances related to the grievance to any person, except to the bargaining agent and where disclosure is necessary for the purposes of investigating a grievance, taking corrective action with respect to an incident of harassment and/or discrimination, or where required by law.

- 11.18 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under this article, or for participating in proceedings under this article. A complaint that is unfounded does not necessarily constitute a complaint filed in bad faith. However, complaints found after an investigation to be filed in bad faith (i.e. found to be arbitrary or malicious) may constitute harassment and may lead to disciplinary action.
- 11.19 The employer will take corrective action respecting any person under its direction who subjects one of its employees to harassment and/or discrimination. Such corrective action may include the imposition of disciplinary action.
- 11.20 The provisions of this article are neither intended to discourage nor prevent employees from exercising any other legal rights under tribunals of competent jurisdiction, including the right to file a human rights complaint/application under the applicable human rights legislation.
- 11.21 Pursuant to the applicable Occupational Health and Safety legislation, employees may request the assistance of an Occupational Health and Safety Officer to resolve an incident of harassment in jurisdictions where this option is available.
- 11.22 Unless specifically varied by this article, Article 25 applies to all grievances concerning a violation of Article 11.

## **ARTICLE 12**

### **RESTRICTION ON OUTSIDE EMPLOYMENT**

- 12.01 An employee shall not be restricted in engaging in other employment or activities outside the hours the employee is required to work for the Employer unless the Employer specifically states that, in its opinion, such outside employment or activities involves a conflict of interest.
- 12.02 An employee shall not engage in outside employment or activities if the hours or responsibilities involved are likely to impair the employee's ability to perform her/his PSAC duties in an efficient and satisfactory manner.
- 12.03 It is the responsibility of each employee to advise the Employer of any outside employment and/or activity which may be considered a conflict as envisaged in Article 12.01 and/or 12.02. Upon receiving such notice the Employer shall within twenty (20) working days advise the employee if, in its opinion, such activity involves a conflict of interest.

## **ARTICLE 13**

### **HOURS OF WORK**

- 13.01 a) The work week shall be thirty-five (35) hours from Monday to Friday inclusive and the work day shall be seven (7) consecutive hours, (exclusive of a lunch period) between the hours of 7:00 a.m. and 6:00 p.m.
- b) 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.



- c)
  - i) Notwithstanding the provisions of this Article, employees with the approval of the Employer, may complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer, employees work an average of thirty-five (35) hours per week. In every such period employees shall be granted days of rest on days not scheduled as normal work days for them.
  - ii) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.
  - iii) Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected and shall apply to all employees at the work unit.
  - iv) The Employer may require employees to register their attendance in a form or in forms to be determined by the Employer.
  - v) An employee required to work on his/her scheduled "Compressed Day Off" will have that day (CDO) displaced to another working day mutually agreed to by the employee and supervisor. Every reasonable efforts shall be made to give the employee as much notice as possible in the event the CDO must be displaced.

- 13.02 a) Notwithstanding article 13.01, the Employer may establish regular late hour shifts that end between 6:00 p.m. and 8:00 p.m., subject to operational requirements, in order to ensure that there is service to all parts of the country.

- b) Employees may volunteer to work these late hour shifts, but in any area where a need to establish these late hour shifts is identified and there are no volunteers, vacant or newly created positions in the area will be posted with the new late hour shifts.
- c) The Employer will provide forty-five (45) days' notice to AEU of the need to establish regular late hour shifts in an identified work area, and the parties agree to meaningful consultation on the establishment of these shifts.
- d) An employee who completes his/her workday in accordance with the provisions of paragraph 13.02(a) shall receive a late hour premium of seven dollars (\$7.00) per hour for the hours scheduled after 6:00 p.m. The late hour premium shall not apply to overtime hours.

#### *Rest Periods*

- 13.03 The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.
- 13.04 All employees shall receive an allowance per PSAC reimbursement rates for expenses and meals when required to work out of the office, when not in travel status.

## **ARTICLE 14**

### **OVERTIME**

- 14.01 In this article:
  - a) "overtime" means:
    - i) authorized work performed in excess of an employee's scheduled hours of work;
  - 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.

14.02 Subject to clause 14.04, an employee who is required to work overtime on his/her work day is entitled to compensation at the rate time and one-half (1 1/2T) for all overtime hours worked.

14.03 Subject to clause 14.04:

- a) an employee 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 (2T) time thereafter;
- b) an employee who is required to work overtime beginning on Sunday is entitled to compensation at double (2T) time for all continuous hours worked exclusive of meal breaks and regularly scheduled work periods;
- c) when an employee is required to report for work and reports on a day of rest or a designated paid holiday, he/she shall be paid the greater of:
  - i) compensation at the applicable overtime rate;
  - or
  - ii) a minimum of three (3) hours pay at the applicable overtime rate.

14.04 An employee is entitled to overtime compensation under clause 14.02 and 14.03 for each completed fifteen (15) minute period of overtime worked by the employee:

- a) when the overtime work is authorized in advance by the Employer on the required form;

and

b) when the employee does not control the duration of the overtime work.

14.05 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 grant compensatory leave on shorter notice than that herein provided.

14.06 In the event operational requirements preclude an employee taking compensatory leave during the year in which it was earned, compensatory leave credits may be carried over into the succeeding year up to a maximum of 105 hours (15 days) or up to the maximum leave credits earned during the period of September 1 to December 31, whichever is the greater.

Compensatory leave credits in excess of the permissible maximum leave credits being carried over, 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.

While compensatory leave will normally be taken in the year in which it is earned and while normally a maximum of 105 hours (15 days) may be carried over into the next year, an employee may request to bank additional compensatory leave for a specific purpose. Such requests must be made in writing by October 31 and must specify the purpose and duration of the banked compensatory leave. Such requests shall not be unreasonably denied.

Banked compensatory leave may be taken for the purposes of, but not limited to, special holiday travel, education or shorter workweek in pre-retirement period.

Banked compensatory leave must be taken in one block in the following year. In the year of the employee's retirement, the banked compensatory leave may be taken in accordance with a mutually agreed to schedule in shorter blocks of time leading up to the retirement date.

- 14.07 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 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.
- 14.08 Employees shall record starting and finishing times of overtime work in a form determined by the Employer.
- 14.09
- a) An employee who is authorized to work three (3) or more hours following his/her scheduled hours of work, shall be reimbursed his/her expenses for one (1) meal at the amount specified in the PSAC Travel Policy except that such expenses shall not be reimbursed if a free meal is provided. Reasonable time to be determined by the Employer shall be allowed an employee in order that he may take a meal break.
  - b) An employee who is authorized to work overtime on a day of rest or on a designated paid holiday, and such overtime work includes a meal period, shall be reimbursed expenses for meals at the amount specified in the PSAC Travel Policy, except that such expenses shall not be reimbursed if free meals are provided. An employee shall be reimbursed his/her meal expenses only when he returns to work and works at least two (2) hours after a meal break.
- 14.10 When an employee is required to work during holiday season, or is required to work overtime on a day of rest or designated paid holiday, and is required to use transportation other than that provided by normal public transportation services, she/he shall be paid:

- a) mileage allowance as per the PSAC Travel Policy, and receipted parking expenses, when authorized by the Employer to use his/her automobile when the employee travels by means of his/her own automobile, or
- b) out-of-pocket expenses for other means of commercial transportation provided that the employee submits a receipt for reimbursement.

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

- 14.11
- a) The Employer shall reimburse, at the hourly rate established as the minimum wage within the relevant provincial jurisdiction, an employee who is responsible for family care for the cost of substitute care when an employee works outside of his/her regular hours of work. For the purpose of this clause “family” means a relative permanently residing in the employee’s residence or for whom an employee shares custody. A receipt will be submitted to the Employer and this reimbursement will not normally be paid to a member of the family residing with the employee. The actual costs of a licensed care provider will be reimbursed in accordance with the PSAC Family Care Policy. Requests for reimbursement shall be supported by appropriate receipts.
  - b) The Employer will provide family care payments for employees where such payments are required to help overcome barriers in work situations which go beyond the regular routine such as campaigns requiring substantial evening work. Payments required in accordance with this provision shall not be stacked onto payments that may be paid in accordance with 14.11 (a).

14.12 Assignment of Overtime

- a) The Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime on an equitable basis among readily available qualified employees.

- b) Except in cases of emergency, call-back, or by mutual agreement with an employee, the Employer shall, whenever possible, give at least four (4) hours' advance notice of any overtime requirement.

14.13 a) Employees who, at the request of the Employer, spend 35 nights per year away from their headquarters area shall be credited with fourteen (14) hours (2 days) of compensatory leave.

- b) Employees who, at the request of the Employer, spend an additional fifteen (15) (or multiple of fifteen) nights per year away from their headquarters area, shall be credited with seven (7) hours (one day) of compensatory leave for each fifteen night period.

- c) All such compensatory leave credits must be taken in leave and must be liquidated by April 1<sup>st</sup> in the year following that in which they were earned.

14.14 Authorized overtime worked beyond an employee's regular daily hours of work, which is not eligible for compensation under another provision of this collective agreement, shall be banked at the straight time rate. An employee may book paid leave from this bank of time up to a maximum of thirty-five (35) hours (five days) per year. This bank of leave is not subject to carry over or to being cashed out.

## **ARTICLE 15**

### **VACATION LEAVE**

15.01 For each calendar month in which an employee earns at least seventy hours (10 days) pay, he/she shall earn vacation leave credits at the rate of:

- a) 8.75 hours (1 ¼ days) if he/she has completed less than two (2) years of continuous employment;

- b) 11.67 hours (1 2/3 days) if he/she has completed two (2) years of continuous employment;
- c) 12.83 hours (1 5/6 days) if he/she has completed seven (7) years of continuous employment;
- d) 14.58 hours (2 1/12 days) if he/she has completed twelve (12) years of continuous employment;
- e) 15.75 hours (2 ¼ days) if he/she has completed seventeen (17) years of continuous employment;
- f) 17.5 hours (2 ½ days) if he/she has completed twenty (20) years of continuous employment.
- g) After having completed 22 years of continuous service, an employee shall be credited with 3.5 hours of vacation leave;
  - i) For each successive year of continuous service, an employee shall be entitled to a further 3.5 hours (1/2 day) of vacation leave per completed year of service, to a maximum of thirty-five additional hours (5 days) of vacation leave;
  - ii) the credit shall be added to the employee's vacation bank annually on the day the employee completes an additional year of service; and
  - iii) for part-time employees, long service vacation credits are subject to Article 37.08.
- h) For the purpose of clause 15.01 only, all service with the Employer, whether continuous or discontinuous, shall count toward vacation leave, except where a person who, on leaving the employ of the Employer, takes or has taken severance pay.

15.02 An employee is entitled to vacation leave with pay to the extent of his/her earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.



- 15.03 In the event of termination of employment for reasons other than death, the Employer shall recover from any monies owed 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.
- 15.04 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.
- 15.05 If an employee becomes ill or becomes entitled to special leave during any period of vacation 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.
- 15.06 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.
- 15.07 Where, during any period of vacation leave with pay, an employee is recalled to duty, he/she shall be reimbursed for actual expenses, approved by the Employer, that he/she incurs:
- 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.
- 15.08 The employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under clause 15.07 to be reimbursed for expenses incurred by him/her.

## Granting of vacation leave

- 15.09 Applications for vacation leave shall normally be made at least 48 hours in advance of the commencement of such leave. The Employer may grant vacation leave on shorter notice than that herein provided. Such requests shall not be unreasonably denied.
- 15.10 In cases of conflicting requests by two or more PSAC employees, length of continuous employment shall be the governing factor, except that the Employer shall not be expected or compelled to cancel leave previously granted to a lesser service employee.
- 15.11 The Employer shall authorize the carry-over of vacation leave not exceeding one year's entitlement.
- 15.12 In granting vacation leave with pay to an employee, the Employer shall:
- a) subject to operational requirements, make every reasonable effort to schedule the employee's vacation leave at times specified by the employee;
- and
- b) not require an employee to take his/her earned vacation leave at times not specified by him/her provided that the employee has not accumulated more than his/her current annual entitlement plus a year's carry-over;
  - c) For vacation from November 1 – April 30, requests must be submitted to the immediate supervisor no later than September 15<sup>th</sup>. Decision whether to accept or deny the vacation leave requested for this period will be made no later than October 1<sup>st</sup>. Requests for vacation leave submitted after September 15<sup>th</sup> shall be considered taking into account operational requirements after the requests submitted prior to September 15<sup>th</sup> have been decided.

For vacation from May 1 – October 31, requests must be submitted to the immediate supervisor no later than March 15<sup>th</sup>. Decision whether to accept or deny the vacation leave requests for this period will be made no later than April 1<sup>st</sup>. Requests for vacation leave submitted after March 15<sup>th</sup> shall be considered taking into account operational requirements after the requests submitted prior to March 15<sup>th</sup> have been decided.

Requests for vacation made prior to the request dates identified above may be considered and granted in exceptional circumstances.

- 15.13 An employee who has accumulated more vacation leave than that provided in sub-clause 15.12 b) above may be instructed by the Employer after October 1<sup>st</sup> to liquidate his/her excess leave credits 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 of vacation leave when requested to do so by the Employer, the Employer may unilaterally schedule the employee's vacation leave for a period equivalent to the excess amount of vacation leave credits.

## **ARTICLE 16**

### **SICK LEAVE WITH PAY**

- 16.01 An employee shall earn sick leave credits at the rate of 8.75 hours (1 ¼ days) for each calendar month for which she/he receives pay for at least seventy hours (10 days).

#### Granting of Sick Leave

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

- a) the employee satisfies the Employer of his/her condition by presenting a medical certificate or in such a manner and at such times as may be determined by the Employer, and
- b) the employee has the necessary sick leave credits.

16.03 Unless otherwise informed in advance, a statement signed by the employee stating that because of illness or injury she/he was unable to perform his/her duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 16.02 a). In the event a medical certificate is requested by the Employer certifying that the employee was/is unable to perform the duties of the employee's position because of illness or injury the costs charged by the Doctor for the certificate will be reimbursed by the Employer.

16.04 a) Unless otherwise instructed by the employee, the Employer shall pay the premiums of both the employee's and the Employer's share of all benefit premiums except the pension plan premiums for a period of up to one year, or a longer period as provided for under Article 16.07, for any employee who is on leave without pay (LWOP) because of illness. Such payment shall be repaid to the Employer by the employee after the employee is returned to work. Should the employee fail to return to work, the employee recognizes that the employee is indebted to the Employer for the amount paid as advanced payments of benefit premiums for the period in question.

b) Notwithstanding 16.04(a) and 16.08, the Employer shall pay the Employer's contributions of welfare and benefit plans, as defined in Article 27 of this agreement for an employee who is in receipt of Long Term Disability benefits.

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

- 16.06 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.
- 16.07 When it has been established that the employee will be off work on Long Term Disability, the Employer may, at reasonable intervals, request that the employee notify the Employer of the expected date of return to work. The motivating factor is to plan how the workload is handled during the absence.
- 16.08
- a) Upon the exhaustion of his/her paid sick leave credits, an employee is entitled to leave without pay for the duration of her/his illness up to one (1) year and, thereafter, to additional leave without pay on a case by case basis as may be required by the duty to accommodate. Notwithstanding 42.01, an employee who is granted further leave without pay on account of illness in accordance with 16.08 a) shall have his/her job protected for such further period.
  - b) For a further two (2) years the employee shall retain the right to apply on internal competitions for any vacant position as if he/she were still an employee.

## **ARTICLE 17**

### **SPECIAL LEAVE WITH PAY**

- 17.01 General
- a) When an employee is on leave and receiving disability insurance, the Employer shall pay the Employer's portion of the pension funds premium as per the terms and conditions of the PSAC Pension Plan.
  - b) For the purpose of this Article, the parties recognize the practice of custom adoption for Indigenous employees.

## 17.02 Bereavement Leave with Pay

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

- a) When a member of an employee's immediate family dies, the employee shall be entitled to bereavement leave with pay for a period of five (5) days for purposes relating to the bereavement and may, in addition, be granted up to three (3) days' leave with pay for the purposes of travel related to the death.
- b) An employee is entitled to two (2) days' bereavement leave with pay for the purpose related to the death of the employee's, son-in-law, daughter-in-law.
- c) An employee is entitled to one (1) day's bereavement leave with pay for purposes relating to the death of the employee's brother-in-law or sister-in-law, aunt, uncle, niece or nephew.
- d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which she/he would have been eligible for bereavement leave with pay under paragraph a), b) or c) of this clause, she/he shall be granted bereavement leave with pay and his/her compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

### 17.03 Court Leave with Pay

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

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

## Family Leave

### 17.04 Maternity Leave

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



- c) The Employer may:
  - i) upon written request from the employee, defer commencement of maternity leave without pay of an employee or terminate it before the full twenty-eight (28) weeks have expired;
  - ii) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;
  - iii) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- d) Leave granted under this clause shall be counted in the calculation of 'continuous employment' for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for seniority and pay increment purposes. During such leave, the Employer will continue to pay its applicable share of pension and benefit plans.
- e)
  - i) An employee who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to applicable provisions of the Employment Insurance Act or Québec Parental Insurance Plan, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan. While in receipt of this allowance, the employee shall continue to accumulate annual leave and sick leave credits.
  - ii) Employees shall have no vested right to payments under the plan, except to payments during a period of unemployment specified in the plan.
  - iii) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.

- f) An applicant under sub-clause e) of this clause shall sign an agreement with the Employer providing:
- i) that she will return to work and remain in the Employer's employ for a period equal to the period she was in receipt of maternity allowance;
  - ii) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
- g) i) Should the employee fail to return to work in accordance with the provisions of sub-clause f) i), or should she return to work but fail to work for the total period specified in provisions of sub-clause f) i), she will be indebted to the Employer for an amount determined as follows:

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

-----  
total period to be worked as specified in f) i)

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

5. has become disabled.

17.05 Parental Leave

- a) An employee shall receive twenty-one (21) hours of leave with pay for needs related to the birth or adoption of the employee's child. A pregnant employee shall be entitled to this twenty-one (21) hours of leave immediately prior to the commencement of maternity leave.
- b) An employee requiring leave for reasons pertaining to the birth or adoption of a child joining their immediate family shall be granted up to thirty-five (35) weeks of leave without pay if the employee also took a period of maternity leave. If the employee did not take any maternity leave, the employee shall be entitled to thirty-seven (37) weeks of leave without pay.
- c) A notice that leave will be requested under this clause shall be made at least two (2) weeks prior to the expected date of commencement of that leave. The employee shall make every effort to keep the Employer informed of leave requirements. Notice of the leave requirement may be waived by the Employer.
- 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 seventy-two (72) weeks for both employees combined.

- f) Leave granted under this clause shall be counted in the calculation of 'continuous employment' for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for seniority and pay increment purposes. During such leave the Employer will continue to pay its applicable share of pension and benefit plans.
- g)
  - i) An employee who provides the Employer with proof that he/she has applied for and is eligible to receive employment insurance benefits pursuant to applicable provisions of the Employment Insurance Act or Québec Parental Insurance Plan, shall be paid a parental leave allowance in accordance with the Supplementary Employment Benefit Plan. While in receipt of this allowance the employee shall continue to accumulate annual leave and sick leave credits.
  - ii) Employees shall have no vested right to payments under the plan, except to payments during a period of unemployment specified in the plan.
  - iii) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- h) An applicant under the 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 equal to the period he/she was in receipt of the parental allowance;
  - ii) that the applicant will return to work on the date of the expiry of the parental leave, unless this date is modified with the Employer's consent.

- i) i) Should the employee fail to return to work in accordance with the provisions of sub-clause h), or should he/she return to work but fail to work for the total period specified in provisions of sub-clause h), he/she will be indebted to the Employer for an amount determined as follows:

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

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total period to be worked as specified in h)

- ii) the repayment provided for in 17.05 i) i) will not apply in situations of:

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

- j) Notwithstanding sub-clause 17.05 b):

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

- ii) where the employee's child is hospitalized and the employee is on parental leave without pay,

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

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

#### Maternity Leave and Parental Leave Supplementary Employment Benefits

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

- a) an allowance of ninety-three percent (93%) of her weekly rate of pay for the one (1) week waiting period less any other monies earned during this period; and/or
- b) for each week that the employee receives a maternity benefit under the Employment Insurance Act or Québec Parental Insurance plan, the difference between the gross weekly amount of the Employment Insurance or the Québec Parental Insurance plan maternity benefit she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in the maternity benefits to which she would have been eligible if no extra monies had been earned during this period.

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

- a) where an employee is subject to a waiting period of one (1) week before receiving Employment Insurance parental benefits, ninety-three percent (93%) of his/her weekly rate of pay for the waiting period, less any other monies earned during this period;
- b) for each week in respect of which the employee receives parental adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, the difference between the gross weekly amount of the employment insurance parental adoption or paternity benefits he or she is eligible to receive and ninety-three percent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance or the Québec Parental Insurance Plan benefits to which he or she would have been eligible if no extra monies had been earned during this period;
- c) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.

17.07.1 Special Maternity and Parental Allowance for Totally Disabled Employees

- a) An employee who:
  - i) fails to satisfy the eligibility requirements specified in clause 17.06 and/or clause 17.07 solely because a concurrent entitlement to benefits under the Disability Plan (DI) or the Long Term Disability Insurance Plan (LTD) or provincial compensation schemes prevents her from receiving employment insurance benefits (EI), and
  - ii) has satisfied all of the other eligibility criteria, shall be paid, in respect of each week of maternity and/or parental leave, the difference between ninety-three percent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan or the LTD Plan.
- b) An employee shall be paid an allowance under this clause for the same number of weeks for which she would have been eligible for an allowance under clause 17.06 and/or clause 17.07 had she been in receipt of benefits under the Employment Insurance Act or the Québec Parental Insurance maternity benefits.

- 17.08
- a) For a full-time employee the weekly rate of pay referred to in clauses 17.06, 17.07 and 17.07.1 above shall be the weekly rate of pay to which she or he is entitled to on the day immediately preceding the commencement of maternity leave or parental leave.
  - b) For a part-time employee, the weekly rate of pay referred to in clauses 17.06, 17.07 and 17.07.1 above shall be the pro-rated weekly rate of pay to which she or he is entitled, averaged over the six (6) month period of continuous employment immediately preceding the commencement of maternity leave or parental leave.



- c) Where an employee becomes eligible for an annual increment during the period of maternity leave or parental leave, payments under clauses 17.06, 17.07 and 17.07.1 above shall be adjusted accordingly.

17.09 Special Leave With Pay

- a) Up to a total of sixty (60) hours leave with pay will be granted in the categories below (17.09 b), 17.09 c) and 17.09 d) in a fiscal year.
- b) Leave With Pay for Family Related Responsibilities
  - i) to provide for temporary care of a sick member of the employee's family;
  - ii) for appointments of a professional nature (doctor, dentist, therapist, lawyer, teacher, etc.).
- c) Leave With Pay for Personal Responsibilities
  - i) for appointments of a professional nature (doctor, dentist, therapist, lawyer, etc.);
  - ii) for moving (a maximum of one (1) day);
  - iii) for writing an examination for the purposes of professional development;
  - iv) for reasons of a personal nature (a maximum of three (3) days).
- d) Leave With Pay for Civic Responsibilities
  - i) for working as a volunteer for a charitable organization or charitable activity (a maximum of one (1) day).

- e) In affirmation that it is not the intent of the parties to privilege the nuclear family, and for the purpose of this clause, family is defined as spouse (including common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse and foster children), parents (including step-parents or foster parents) not necessarily residing with the employee but requiring assistance, grandparents, mother-in-law, father-in-law, grandchildren, or any relative residing in the employee's household or with whom the employee permanently resides and anyone for whom the employee has power of attorney.

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

- a) At the request of an employee, leave without pay in one (1) or more periods of no less than one hundred and forty (140) consecutive hours to a total maximum of five (5) years during an employee's total period of employment with the Employer shall be provided for the care and nurturing of pre-school age children. Employees must give no less than one (1) month notice prior to embarking on leave under this clause if the leave is less than three (3) months and no less than three (3) months' notice if the leave is greater than three (3) months. Any period of notice may be waived by the Employer at the request of the employee. Such waiver shall not be unreasonably withheld.
- b) Leave without pay which is for a period of more than three (3) months, granted under this clause, shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.
- c) Following each period of approved care and nurturing leave, the employee will return to work and shall not be eligible for further care and nurturing leave for a period of three months.

## 17.11 Spousal Union Leave

- a) After completion of one (1) year's continuous employment with the PSAC, an employee who gives the Employer at least five (5) days' notice, shall be granted thirty-five (35) hours spousal union leave with pay for the purpose of getting married or declaring spousal union.
- b) For an employee with less than two (2) years of service in the event of termination of employment for reasons other than death within six (6) months after the granting of spousal union leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

Use of this benefit is limited to two (2) times during years of service at the PSAC.

## 17.12 Injury-on-duty Leave With Pay

An employee shall be granted injury-on-duty leave with pay for such reasonable period to be determined as the period while in receipt of Workplace Safety Insurance Board benefits because of:

- a) personal injury received in the performance of duties and not caused by the employee's willful misconduct;
- or
- b) an industrial illness or a disease arising out of and in the course of employment;

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

17.13 Leave Without Pay for Personal Needs

- a) Subject to operational requirements, the Employer may grant leave without pay for a period of up to one (1) year to an employee for personal needs, including parental and other family-related reasons. Such leave shall not be unreasonably withheld.
- b) Leave without pay in excess of three (3) months, granted under paragraph a) shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved.
- c) Leave without pay granted under this section may not be extended and may not be used in combination with maternity, parental 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 outlined under Article 27 of this Agreement, in effect at the time of signing.

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

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

## 17.15 Religious Leave

- a) At the request of an employee time off with pay shall be granted to observe religious occasions in accordance with his/her religious beliefs. The total of leave with pay granted for Religious Leave, shall not exceed two (2) days. For additional Religious Leave, time off granted under this article shall be made up in a manner which is agreed upon between the Employer and the employee. The employee has the right to use annual leave or compensatory leave to make up the time off if the employee chooses.
- b) Should there be failure to agree mutually on an acceptable replacement date within the first six (6) months, following the displaced holiday, the Employer may unilaterally schedule the "make-up day" referred to in a) above which may be outside of normal working hours, on a day of rest, on a designated paid holiday or compressed day off. It is understood that no overtime premium will apply in these situations. The make-up day can be on an hour by hour basis.

## 17.16 Other Leave With or Without Pay

At its discretion, the Employer may grant:

- a) leave with pay when circumstances not directly attributable to the employee, including illness in the immediate family as defined in clause 17.02 prevent the employee reporting for duty. Such leave will not be unreasonably withheld;
- b) leave with or without pay for purposes other than those specified in this Agreement.

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

## 17.18 Holiday Season Leave

- a) Employees not designated as essential by the Employer shall be granted leave with pay for regular working days falling in the period between December 26<sup>th</sup> and January 1<sup>st</sup>.
- b) Employees designated as essential by the employer and who are required to work the regular working days between December 26<sup>th</sup> and January 1<sup>st</sup>, shall be subject to the overtime provisions of Article 14.
- c) Employees designated as essential by the Employer and who work the regular working days between December 26<sup>th</sup> and January 1<sup>st</sup>, shall be credited with one (1) day vacation leave for each day worked during this period.
- d) Except for unforeseen circumstances, employees will be advised by December 1<sup>st</sup> if they are designated essential and will be required to work during this period.
- e) For greater certainty, only designated employees may work during this period.

With the adoption of the above, the informal practice of taking ½ day off without leave being taken on December 24<sup>th</sup> shall be discontinued. For greater clarity, leave shall be granted on December 24<sup>th</sup> subject to the usual conditions, including the submission of leave forms.

## 17.19 Compassionate Transfer of Leave Credits

Alternatively, the parties agree that indeterminate employees may transfer, for compassionate reasons, their own vacation and/or compensatory leave credits to another indeterminate employee. Such transferred leave credits may only be taken as leave and may not be taken as cash. The Employer shall not consider a transfer under this provision until all other applicable sources of leave contained within this collective agreement have been exhausted.

17.20 Leave Without Pay for the Compassionate Care of Family Member

- a) Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.
- b) For the purpose of this Article, family will be defined as in the Employment Insurance Act.
- c) Subject to sub-clause b), an employee shall be granted leave without pay for the compassionate care of family member in accordance with the following conditions:
  - i) an employee shall notify the Employer in writing, as far in advance as possible, but not less than two (2) weeks of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
  - ii) an employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.
- d) Leave granted under this article shall be for a minimum period of one (1) week.

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



- b) for each week in respect of which the employee receives Compassionate Care benefits, the difference between the gross weekly amount of the Employment Insurance Compassionate Care benefits he or she is eligible to receive and ninety-three percent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period.
- iii) At the employee's request, the payment referred to in sub-clause 17.20 f) ii) a) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI compassionate benefits.

17.21 At the request of an employee, an employee shall be granted seven (7) hours leave with pay to attend a recognized function by an organization other than the Employer during International Women's Week. This leave is not subject to carry over or to being cashed out. The request must be made at least one (1) week in advance of the function.

17.22 Statutory Leave

Leave without pay for all other types of leaves provided for under applicable provincial employment standards legislation, that may be amended from time to time, shall be granted. For greater clarity, this only applies where there is no greater or equivalent type of leave provided for in the collective agreement.

## ARTICLE 18

### DESIGNATED PAID HOLIDAYS

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

- a) New Year's Day;
- b) January 2 for all employees who work in Québec. For those employees who do not work in Québec, a floating holiday to be scheduled in a manner similar to annual as described in 15.10, 15.11 and 15.12 a). This floating day must be taken in the calendar year and cannot be banked for use in later calendar years;
- c) Good Friday;
- d) Easter Monday;
- e) The day fixed by proclamation of the Governor-in-Council for the celebration of the Sovereign's Birthday;
- f) Canada Day;
- g) One additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed; or, in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first Monday in August;
- h) Labour Day;
- i) The day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving;
- j) Remembrance Day;
- k) Christmas Day;
- l) Boxing Day;
- m) Any day proclaimed by the Governor-in-Council as a holiday shall be included as a designated paid holiday for purposes of this Agreement.
- n) Heritage Day, to be celebrated as a floating holiday. This day shall be scheduled in a manner similar to annual leave as described in 15.10, 15.11 and 15.12 a). Should a day be proclaimed under "m", and should such a day be celebrated in February or March, the floating Heritage Day shall cease to exist;

*Specific to Unit II*

- 18.02 An employee absent without pay on both his/her full working day immediately preceding and his/her full working day immediately following a designated holiday is not entitled to pay for the holiday.
- 18.03 When a day designated as a holiday under article 18.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following said day of rest.

*Specific to Unit II*

- 18.04 a) Subject to the provisions of sub-clause 14.03 c) when an employee is required by the Employer to work on a designated paid holiday, the employee shall be paid in addition to the regular pay for that day double time (2T) for all hours worked to a maximum of seven (7) hours at the overtime rate.

*Specific to Unit X (18.04 b))*

- b) 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 (2T) for all hours worked.

*Specific to Units II & X (18.04 (c))*

- c) The employee concerned shall receive the overtime payment not later than the end of the month following that in which it was earned.
- 18.05 Where a day that is a designated holiday for an employee falls within a period of leave with pay, that day shall count as a holiday and not as a day of leave.

## ARTICLE 19

### SEVERANCE PAY

#### *General*

- 19.01 Upon termination for any reason, the employee recognizes that he/she is indebted to the Employer for all monies owing to the Employer and the amount will be deducted from monies owing to the employee under a severance entitlement.

#### *Retirement*

- 19.02 An employee who is entitled to a pension under the terms of the PSAC Pension Plan shall, on retirement, be paid one (1) week's pay at the employee's current rate of pay for each year of continuous employment in respect of which he/she has not previously been paid severance pay. For greater clarity, severance pay will be calculated on a pro-rated basis for an incomplete year of service in the last year.

#### *Resignation*

- 19.03 An employee who resigns and who, at the time of resignation, has sixteen (16) years of continuous employment, shall be paid one (1) week's pay at his/her current rate of pay for each year of continuous employment in respect of which he/she has not previously been paid severance pay. For greater clarity, severance pay will be calculated on a pro-rated basis for an incomplete year of service in the last year.
- 19.04 An employee who resigns after six (6) or more years of continuous employment, and who does not qualify for severance pay under clauses 19.02 or 19.03 shall be paid one-half (1/2) of one (1) week's pay at his/her current rate of pay for each year of continuous employment in respect of which he/she has not previously been paid severance pay. For greater clarity, severance pay will be calculated on a pro-rated basis for an incomplete year of service in the last year.

19.05 Clause 19.03 and 19.04 notwithstanding, when an employee terminates employment with the PSAC and, within one week, commences employment with a Component of the PSAC, the severance pay to which the employee is entitled shall be calculated and a cheque in that amount shall be issued to the Component.

*Termination for Other Reasons*

19.06 An employee whose services are terminated involuntarily for any reason other than discipline, shall be paid one (1) week's pay at the employee's current rate of pay for each year of continuous employment in respect of which he/she has not previously been paid severance pay. For greater clarity, severance pay will be calculated on a pro-rated basis for an incomplete year of service in the last year.

*Death*

19.07 If an employee dies after one (1) or more years of continuous employment, there shall be paid to his/her estate an amount determined in accordance with clause 19.02 despite the fact that the conditions specified in clause 19.02 may not have been fulfilled, and regardless of any other benefit payable.

**ARTICLE 20**

**PAY AND CLASSIFICATION**

20.01 Except under unusual circumstances, an employee shall be paid by direct deposit every two (2) weeks and shall be entitled to an electronic statement accessible through an online payroll portal system indicating the employee's gross and net entitlements and details of all deductions.

20.02 Except as otherwise specified in the letter of offer, on appointment, an employee's salary rate will be the minimum of salary range applicable to the classification level in which the employee is appointed. Unless the PSAC takes action to withhold increments because of unsatisfactory performance of duties, an employee shall be entitled to periodic increments in accordance with the applicable salary range until the maximum of such salary range is reached.

20.03 When an employee is promoted, she/he shall be entitled to that rate of pay in the salary range of the classification level to which she/he is promoted which provides an increase in an amount not less than the lowest annual increment provided for in the new salary range.

20.04 If an employee is appointed to a different position, the salary range for which does not permit an increase in an amount as great as that applicable on promotion (see clause 20.03), such appointment shall constitute a transfer, in which case the employee shall be entitled to the rate of pay in the new salary range which is nearest to but not less than that which applied to the employee in respect of the classification level of the position from which she/he was transferred.

a) If there is no such rate in the new salary range:

- i) and the employee is requesting a voluntary reduction in job levels through application for a position posted in accordance with Article 32; or
- ii) the employee is requesting appointment to a position which has a lower pay range;

the employee shall receive the salary in the new range of rates that is nearest to their salary in the range of rates they are leaving.

- b) If there is no such rate and the appointment is initiated by the Employer without the consent or agreement of the employee, 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, she/he shall be entitled to the salary rate which is closest to but not less than his/her previous salary rate.

20.05 An employee to whom clause 20.04 applied shall retain the increment date if she/he had not reached the maximum rate in his/her former position and is not paid the maximum rate in the new position to which she/he is appointed.

20.06 If an employee is promoted or transferred on a date which coincides with the date on which she/he would otherwise have received a salary increment in respect of the employee's previous position, such salary increment shall be deemed to have been duly authorized before determining the rate of pay applicable on promotion or transfer as the case may be.

#### Acting Pay

20.07 a) When an employee is required in writing by the Employer to perform for a temporary period of at least three (3) consecutive working days, the duties of a higher position than the one held by him/her, such employee shall be paid acting pay from the first day of such temporary period, calculated as if she/he had been appointed to the higher position. This acting pay will not be affected by any increment which may apply to the employee's substantive position during the assignment. The employee would be eligible, however, to receive any salary increase which might apply to the higher position during the acting period. Designated paid holidays shall be counted as time worked for the purposes of determining the qualifying period of three (3) consecutive working days.

*Specific to Unit X (20.07 b))*

- b) When an employee is required in writing by the Employer to perform for a temporary period of at least one (1) working day, 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 she/he had been appointed to the higher position. Designated paid holidays shall be counted as time worked for the purposes of determining the qualifying period of one (1) working day.
- 20.08 The pay increment date for an employee appointed to a position shall be his/her anniversary date of the increment period for the position to which the employee was appointed.
- 20.09 The increment period shall be as specified in Appendix "A" (Rates of Pay).
- 20.10 Except where otherwise specified, when an employee has been granted leave of absence without pay for a period in excess of three (3) months, a pay increment shall become due to that employee on the date on which he/she will have completed a period of employment equal to the pay increment period for the position held by him/her. Subsequent pay increments thereafter for that employee shall become due on the date on which he/she will have completed a period of employment equal to the pay increment period for the position held by him/her.
- 20.11 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 the employee 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 the employee's letter of offer if that classification and the classification of the position to which she/he is appointed do not coincide.



## Reclassification

20.12 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 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.

20.13 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 20.13 a) above 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.

#### 20.14 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.

20.15 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.

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

## ARTICLE 21

### COMPENSATION FOR TRAVEL

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

- a) on a normal working day on which she/he travels but does not work, the employee shall receive his/her regular pay for the day;
- b) on a working day on which she/he 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 and work time in excess of a seven (7) hour period of work and travel, with a maximum payment for such additional time not to exceed seven (7) hours at the applicable overtime rate in any day. Any combination of work and travel time in excess of the 7 hours in sub-clause (i) must be approved in advance by the Employer (except in unusual travel circumstances).
- c) on a day of rest or on a designated paid holiday, the employee shall be paid the applicable overtime rate provided the total payment for hours travelled to a maximum of seven (7) hours pay at the applicable overtime rate.

21.02 The provisions of the PSAC Travel Policy shall apply to all travel approved by the Employer.

- 21.03 For each night an employee remains in overnight travel status she/he shall be entitled to be reimbursed the cost of one ten (10) minute long distance telephone call. Related associated service charges shall form part of the cost of the call.
- 21.04 The Employer will issue, on a loan basis, a suitcase to employees who are required to travel frequently. The standard issue suitcase will be of a quality equal to the Samsonite Epsilon case. It is understood and agreed that the suitcase must be returned to the Employer when the employee either leaves the PSAC or accepts a job with no requirements for frequent traveling.
- 21.05 For the purpose of Article 21.01 b) i), b) ii), and c), the seven (7) hours referred to therein shall be increased to twelve (12) hours for travel to, from or within the Territories (Yukon, N.W.T. and Nunavut).

## **ARTICLE 22**

### **RELOCATION**

- 22.01 Unless otherwise specified in this Agreement, the provisions of PSAC (T.B.) Relocation Directive shall apply to all employee relocation approved by the Employer.

## **ARTICLE 23**

### **STATEMENT OF DUTIES**

- 23.01 The parties agree that the mutually agreed upon classification system in the PSAC is the “Deloitte & Touche System: PSAC Plan”.

23.02 The parties agree that all positions will be classified using the nine (9) following factors:

- Knowledge
- Interpersonal Skills
- Concentration
- Physical and Visual Demands
- Complexity
- Impact of the Position
- Responsibility for Information
- Development and Leadership of Others
- Environmental Working Conditions

23.03 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.

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

## **ARTICLE 24**

### **NO STRIKE - NO LOCK-OUT**

24.01 The Union, during the term of this Collective Agreement, and any employee covered by the said Collective Agreement or on whose behalf it has been entered into shall not go on strike and the Union shall not declare or authorize a strike of any of the employees. The Employer shall not cause the employees to be locked-out during the period of this Collective Agreement.

24.02 Employees covered by this Collective Agreement shall have the right to refuse to cross a picket line and to refuse to do the duties of striking workers.

24.03 Unless authorization has been granted by the Employer, the exercise of the right to refuse to cross a picket line which exists on or about the employee's workplace shall result in forfeiture of pay by the employee.

24.04 No employee shall be disciplined by the Employer for exercising the rights outlined in this Article.

## **ARTICLE 25**

### **GRIEVANCE PROCEDURE**

25.01 a) 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.

b) A grievance concerning harassment or discrimination of any nature must follow the procedure outlined in Article 11 of the collective agreement.

25.02 Before submitting a grievance, an employee is encouraged to discuss the matter with his/her supervisor. An employee may, if desired, be assisted or represented by the Union during such discussions.

25.03 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.

- 25.04 Grievances shall be submitted to the Human Resources Section at each step of the grievance procedure. The Human Resources Section shall be responsible for forwarding the grievance to the representative of the Employer authorized to deal with grievances at the appropriate step and for providing the employee and the Union, if applicable, with a receipt stating the date on which the grievance was received signed by an authorized representative of the Human Resources Section.
- 25.05 Step 1: An employee or the Union may submit a grievance in accordance with clause 25.04. The Director of the Branch is the authorized representative of the Employer at Step 1 unless the grievance concerns a decision made by the Director of the Branch, in which case the authorized representative shall be the Executive Director. The Director may delegate this responsibility to a Coordinator.
- 25.06 Step 2: If the grievance is not dealt with to the employee's satisfaction, the employee or the Union may submit the grievance to Step 2 in accordance with clause 25.04. The National President shall hear and determine the grievance at Step 2. The National President may delegate this responsibility to the National Executive Vice-President or the Executive Director.
- 25.07 Step 3: If the responsible representative of the Employer at Step 2 does not deal with the grievance to the employee's satisfaction, the Union may submit the grievance to arbitration in accordance with clause 25.04. The Human Resources Section is authorized by the Employer to agree with the Union on a mutually acceptable arbitrator to whom the grievance will be submitted.
- 25.08 The decision of the 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.

- 25.09 The Employer shall grant time off with pay to the grievor, the grievor's representative and any employee of the PSAC called as a witness in connection with a grievance where such a meeting is deemed necessary or where such a meeting is convened by the Employer, such time off shall be recorded on an appropriate leave form.
- 25.10
- a) A grievance must be presented to the First Step within twenty-five (25) working days of the employee becoming aware of the circumstances giving rise to the grievance.
  - b) Grievance hearings at Step 1 shall be heard in a mutually agreeable location preferably in the city which the employee is employed. Where no agreement can be reached, the hearing shall be heard in Ottawa. By mutual agreement, the parties may conduct grievance hearings by teleconference or videoconference.
  - c) A written reply will be given by the Employer to the grievor and the grievor's representative within 10 working days of receipt of the grievance at Step 1.
  - d) If the Employer's reply is not satisfactory to the employee or failing reply at Step 1, the employee or the Union has ten (10) working days from the expiry of the time limit in subclause 25.10 c) in which to transmit the grievance to Step 2.
  - e) Grievance hearings at Step 2 shall be heard in Ottawa. By mutual agreement, the parties may conduct the grievance hearing by teleconference or videoconference.
  - f) A written reply will be given by the Employer to the grievor and the grievor's representative within 20 working days of receipt of the grievance at Step 2.
  - g) An employee has twenty (20) working days from the expiry of the time limit for response at Step 2 in which to transmit his/her grievance to arbitration.



- h) Arbitration hearings shall be heard in a mutually agreeable location. Where no agreement can be reached, the hearing shall be in the city in which the employee is employed.
- i) Arbitration hearings for union/policy grievances shall be held in Ottawa unless otherwise agreed to by the parties.
- j) When a classification decision is challenged by an employee and the challenge is presented to the Employer within twenty-five (25) working days of the classification decision, the Employer, the Union and the grievor agree that a disclosure meeting will be held within fifteen (15) working days. The time limits provided for in 25.10 a) would continue from the date of the disclosure meeting but would not include the time required to arrange and hold the disclosure meeting.
- k) The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Union representative.

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

25.12 When an employee is awarded a disciplinary action resulting in suspension and/or discharge or when an employee is released for incompetence or incapacity, the grievance procedure set forth in this Agreement shall apply except that the grievance may be presented at the second step should both parties agree.

25.13 If a grievance is referred to an arbitrator pursuant to Article 25.07 (Step 3) or Article 25.15, the Employer and Union will share arbitration costs equally.

25.14 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.

## 25.15 Expedited Arbitration

The parties agree that, by mutual consent only, any grievance may be referred to the following expedited arbitration procedure:

- a) grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) days from the date of referral, unless the hearing is delayed by mutual agreement between the parties or by the Arbitrator;
- b) the parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses;
- c) whenever possible the Arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing;
- d) when it is not possible to give an oral decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume of the reasons. The Arbitrator must render the written decision as soon as possible, but at all times within ten (10) days of the date hearing;
- e) the decision of the Arbitrator shall not constitute a precedent and shall not be referred to in subsequent arbitrations;
- f) such decisions may not be used to alter, modify or amend any part of the collective agreement, nor should any decision be incompatible with the provisions of the collective agreement;
- g) such decisions from the expedited format shall be final and binding upon the parties;
- h) the Arbitrator shall be chosen by mutual agreement between the parties.

## ARTICLE 26

### JOINT CONSULTATION

- 26.01 The Employer shall consult meaningfully with representatives of the Union at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.
- 26.02 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of the appropriate machinery for the purpose of providing joint consultation on matters of common interest.
- 26.03 A Union Employer Committee will be established to discuss matters of mutual concerns. The Committee shall be comprised of three (3) AEU representatives and up to three (3) Employer representatives. Topics of discussion shall include but not limited to staffing issues and issues pertaining to renovations at PSAC headquarters. Either party may provide additional items for discussion for any proposed meeting. Meetings shall be scheduled at a time convenient to both parties. The Committee shall meet at least once quarterly and as required. Additional meetings or cancellation of such meeting shall be by mutual consent of the parties. Each party shall be responsible for expenses incurred by their Representatives except that the Employer agrees to allow leave with pay for such meetings.
- 26.04 Where employees working outside of the PSAC Headquarters area are members of a Joint Union-Employer Committee the parties agree that these employees may participate in the work of the Joint Committee by way of teleconferences and that reasonable costs of these teleconferences shall be paid by the Employer. Such costs shall not exceed \$500 to the Employer in a year.

## ARTICLE 27

### WELFARE PLANS AND BENEFITS

- 27.01 The Employer shall pay one hundred percent (100%) of the premium for the Dental Plan (equal to or better than the plan in effect at the date of signing of this Collective Agreement).
- 27.02 The Employer shall pay one hundred percent (100%) of the premium for the Income Protection Plan (equal to or better than the plan in effect at the date of signing of this Collective Agreement).
- 27.03 The Employer will pay one hundred percent (100%) of the premium for the current Extended Health Care Plan (equal to or better than the plan in effect at the date of signing of this Collective Agreement).
- 27.04
- a) Up to age 65, the Employer will pay one hundred percent (100%) of a life insurance plan equal to two (2) times the employee's annual salary to the higher thousand.
  - b) At age 65 and up to age 70, the Employer will pay one hundred percent (100%) of a life insurance plan equal to one (1) time the employee's annual salary to the higher thousand.
  - c) At age 70 the life insurance will be reduced to \$1000.
- 27.05 The Employer shall pay 100% of the premium for a vision care benefit which provides for \$450.00 per insured member per two years effective May 1, 2011.
- 27.06 The terms and conditions of the PSAC Pension Plan shall apply to the employees.

- 27.07 If the premiums paid by the Employer for any employee benefits are reduced as a result of any legislative change or action, the amount of the saving shall be used to increase other benefits available to the employees as may be mutually agreed between the parties providing such change affects a majority of the employees.
- 27.08 The Employer agrees that it will not amend the Welfare and Benefit Plans described in Article 27.01 (Dental Plan), 27.03 (Extended Health Care Plan) and 27.05 (Vision Care Benefit) of the AEU collective agreement without prior negotiated consent of the Union.
- 27.09 For the purpose of this Article, excepting clause 27.06 (Pension Plan), for each calendar month for which an employee has received pay for at least seventy (70) hours, the Employer shall pay the portion of the premium for the benefit plans as specified in this Article.
- 27.10 An employee who receives less than seventy (70) hours' pay in a calendar month, shall pay the full premium (100%) for the benefit plans specified in this Article, excepting clause 27.06 (Pension Plan).
- 27.11 The Employer will provide all employees with a copy (paper or electronic format) of the health and welfare master plan texts and amendments. The Employer will provide all employees with an updated version within 90 days of modification of the master plan texts and amendments.

- 27.12
- a) An employee who terminates employment and who is eligible to receive an immediate or deferred pension in accordance with the PSAC pension regulations on or after May 1, 2004, and retiring prior to age 65 may elect to continue coverage in the extended health plan and will pay the total of 100% of the premiums which is equal to the rate that the Employer pays on behalf of employees for the extended health benefit plus the amount paid by the employees identified in 27.13 b). In addition, these employees may elect to continue coverage in the life insurance plan and will pay 100% of the premiums.
  
  - b) The Employer agrees to provide an employee who terminates employment and who is eligible to receive an immediate or deferred pension in accordance with the PSAC pension regulations on or after May 1, 2004, and at age 55, is entitled to receive an annual retirement allowance of \$1,500 for a maximum of 10 years and up to age 65. This annual retirement allowance is deposited into an individual Health Care Spending Account (HCSA). The retiree may submit receipts in accordance with the provisions of the Income Tax Act, or receipts for the premiums of PSAC extended health benefit plan or receipts for premiums for an external Retiree Benefit Plan and these expenses will be reimbursed from their individual HCSA up to the amount deposited. Any unused amounts at the end of twenty-four months shall revert and be deposited into an AEU Trust Fund Health Care Account to be used at the sole discretion of the AEU for health care expenditures.
  
  - c)
    - i) Effective November 14, 2008, the annual retirement allowance referred to in clause b) shall be of \$1,800 and shall apply to any employees who retired after November 14, 2008.
  
    - (ii) Effective May 1, 2011, the annual retirement allowance referred to in clause b) shall be \$2,000 and shall apply to any employees who retired after May 1, 2011.

(iii) Effective February 7, 2012, the annual retirement allowance referred to in clause b) shall be \$2,200 and shall apply to any employees who retires after February 7, 2012.

d) The employee described in (a) may elect to participate in the PSAC extended health benefit and/or life insurance plan. This election must be made within 30 days of retirement date.

e) The Employer agrees to allow those persons who retire prior to the age of fifty-five, and who elect not to immediately opt in to the PSAC Benefit Plan, the right to elect, at age fifty-five (55), to join the PSAC Benefit Plan, as a retiree. This election must be provided to the Employer in writing within 30 days of the date the person turns fifty-five (55).

27.13

a) Employees will pay an amount that will be applied to the cost of retiree benefits and this amount will be paid through payroll deductions. The Employer will provide the Union with semi-annual reports on the funding of the PSAC extended health benefit plan.

b) Effective the date of signing of this collective agreement, employee payroll deductions shall be equal to .4% of the employee's actual salary (or salary at retirement).

c) A joint Sub-committee of the UMC shall be established to periodically review the funding of the retiree benefit. The payroll deduction may change as a result of the funding review. The employer shall assume no funding liability as a result of this retiree benefit.

27.14 The Employer agrees to amend the existing Extended Health Care Plan to include psychological counseling, or sessions with registered social workers and registered therapists, to a maximum of \$2,500 per year and the cost of hearing aids to reimburse expenses paid after receipt of government subsidy (where applicable). Effective January 1, 2012, the plan is amended to reflect a cap on pharmaceutical dispensing fees of \$9.95 per prescription, and a cap on massage therapy of \$750 per year per claimant.

27.15 The Employer will reimburse all technical aids not currently covered by the current plans and which are necessary for the employee to perform his/her work.

## **ARTICLE 28**

### **EDUCATION AND TRAINING**

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

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

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



- 28.03
- a) Full reimbursement of the direct expenses of instruction will be made in some circumstances, 50% in others, and in some circumstances no reimbursement. In making its decision, the Employer will consider the immediacy and the degree to which additional training can be applied to the work.
  - b) Full reimbursement of the direct expenses of instruction may be approved in situations in which a specific training need in relation to the present work of an employee has been identified. Reimbursement of 50% of the direct expenses of instruction is applicable in other cases where need is less specific, or is based more on opinion than rigorous analysis. This would include situations in which the need cannot be determined precisely, where there is no immediate link between completion of training and assignment of new work to the trainee, or where training anticipates long-term general needs of the PSAC.
  - c) Reimbursement will not be approved for training which does not, as a minimum, relate directly to the general need of the PSAC and to the reasonable career aspirations of employees.

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

### *Education Leave Without Pay*

- 28.05 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 (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's 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. Such requests for leave without pay shall not be unreasonably withheld. Seniority shall continue to accrue.
- 28.06 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 percent (100%) of the annual rate of pay as provided for in Appendix "A" of this Agreement, depending on the degree to which the education leave is deemed, by the 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.
- 28.07 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.
- 28.08 As a condition of the granting of education leave without pay an employee shall, if required, give a written undertaking 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.

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 the employee has undertaken to serve after completion of the course;

the employee 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.

#### *Career Development Leave with Pay*

- 28.09
- a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering the employee's 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) a seminar, convention or study session in a specialized field directly related to the employee's work;
    - iv) language training.
  - b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 28.09 a) above. The employee shall receive no compensation under Article 14 (Overtime) and Article 21 (Compensation for travel) during time spent on career

development leave provided for in this clause. Such request shall not be unreasonably withheld.

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

28.10 Where operational requirements permit, PSAC employees shall be enabled to attend courses offered by the PSAC without loss of pay. When such courses are held on a weekend, the employee will be entitled to take off the equivalent time in lieu at a straight-time rate. There will be no entitlement for overtime for attending the courses. Applications to attend these courses should meet the established deadlines and approval to attend will be based on operational requirements and availability of seats.

#### *Pre-retirement Training*

28.11 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. In the event that an employee cannot attend a pre-retirement seminar sponsored by the PSAC due to being located outside the region where seminars are put on by the PSAC, the employee shall be permitted time off to attend a privately sponsored pre-retirement seminar with costs of registration up to \$500 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.

**ARTICLE 29**  
**ALLOWANCES**

*Bilingualism Allowances*

- 29.01 The Employer agrees that a Bilingualism Allowance of \$1,300 per year shall be payable to all eligible employees of the PSAC Centre who are required by the Employer to use both official languages (French/English) or Indigenous languages of the North, (including Inuktitut) when communicating, either orally or in writing.
- 29.02 The Employer agrees that the amount of the bilingualism allowance stipulated in 29.01 shall be increased on May 1 of each year (starting May 1, 2010), by the same percentage rate as the salary increase negotiated by the parties for that year.
- 29.03 An eligible employee is entitled to receive the Bilingualism Allowance during any period of paid leave up to a maximum of sixty (60) consecutive calendar days.
- 29.04 The Bilingualism Allowance shall be converted to a daily amount and payment will be included in the normal bi-weekly pay cheque.
- 29.05 The Bilingualism Allowance shall be considered as part of an employee's salary for the purpose of the following:
- PSAC Pension Plan
  - Canada or Quebec Pension Plan
  - PSAC Income Protection Plan
  - Workplace Safety Insurance Board Benefits
  - PSAC Group Life Insurance
  - Employment Insurance

29.06 The Bilingualism Allowance will not be considered as part of an employee's salary or used to compute an employee's salary entitlements for the following:

- a) transfer;
- b) promotion;
- c) overtime calculation;
- d) severance pay.

29.07 When an employee is notified by the Employer that he/she is no longer eligible to receive the Bilingualism Allowance, the notice of termination to the employee shall be provided two (2) months prior to its effect.

#### *Technical Allowances*

29.08 The Employer agrees to reimburse all employees who are required to connect from their home to the PSAC network up to sixty dollars (\$60.00) per month for remote Internet services.

### **ARTICLE 30**

#### **LAY-OFF**

30.01 The Employer agrees that employees covered by this Agreement shall not be subject to lay-off during the term of this Agreement.

### **ARTICLE 31**

#### **PROBATION FOR NEW EMPLOYEES**

31.01 New indeterminate employees shall be considered on probation for a period of six (6) months from the date of engagement.

- 31.02 Such probationary period may be extended for just cause by the Employer. In such event, the Employer will notify the employee, in writing, of such extension of probationary period with reasons for extension. Extension of probationary periods will not exceed a total of six (6) months.
- 31.03 In the event that a new employee proves unsatisfactory in the performance of his/her duties any time during the probationary period, she/he may be released by the Employer. The reason(s) for the release will be provided to the employee in writing.
- 31.04 A new employee's probation period will be reduced by the amount of time spent in the position as a term employee provided that service is contiguous and in the same position.

## **ARTICLE 32**

### **PROMOTIONS AND APPOINTMENTS**

- 32.01 Subject to the application of Article 32.10 b), all indeterminate employees shall have the right to apply for a transfer into a vacant or newly created position in the Bargaining Unit which has similar duties or skill sets and for which the employee is qualified.

On or before the date a competition poster is issued for such position, the Employer shall notify all employees (except terms) of such position. Applications for transfer must be submitted to the Human Resources Section on or before the closing date of the competition as specified in the competition poster.

It is recognized that this clause, which is being discussed within the JEEC could be a barrier to the introduction of employment equity. Should it be agreed that this clause on transfer is a barrier, AEU agrees to initiate discussions within the JEEC process to consider eliminating that barrier.

32.02 Notification of all vacant and newly created positions within and outside the bargaining units shall be conveyed in writing to all employees so that they shall have an opportunity to make written application for such positions.

Notification of all temporary assignments, projects and acting appointments above four (4) months duration shall be conveyed in writing to all employees covered by this collective agreement so that employees shall have an opportunity to make written application.

32.03 With the exception of vacancies of four (4) months or less, the promotion and/or transfer of employees to positions within and outside the bargaining units save and except positions excluded from the collective bargaining process, shall be the result of a competition based on the following factors:

- a) skill, competence and efficiency;
- b) continuous employment with the PSAC and its Components.

Where the factors in sub-clause (a) are relatively equal, length of continuous employment with the PSAC and its Components shall govern.

32.04 The Employer shall not make appointments from outside the Public Service Alliance of Canada to any position within or outside the bargaining units save and except positions excluded from the collective bargaining process until the Selection Process in accordance with clause 32.03 is completed and the Selection Board determines that there is no qualified candidate.

32.05 A successful applicant who was an employee of the PSAC prior to his/her new appointment shall be placed on probation for a period of four (4) months. Except that in the case of an employee who, in accordance with clause 32.14, is on language training, the probationary period will terminate only when the employee has completed four (4) months of work in the position excluding the time spent while on language training.



- 32.06 In the event an employee is rejected on probation following a promotion from within the PSAC, or if the employee wishes to withdraw from the position within the probationary period, the Employer shall make every possible reasonable effort to place the employee in a position at a classification level equivalent to his/her former position, for which they are qualified.
- 32.07 The increment date of an employee appointed in accordance with clause 32.06 shall be the same as in the former position as if the appointment to the higher position had never been made.
- 32.08 The salary to which an employee becomes entitled upon appointment in accordance with clause 32.06 shall be that to which the employee would have been entitled in the former position as if the appointment to the higher position had never been made.
- 32.09 Term employees are not eligible to apply in closed competitions before they have completed six (6) months of continuous employment.
- 32.10
- a) Except as provided for in sub-clause 32.10 b), an employee who has been a member of the bargaining unit for more than three (3) consecutive years shall not be required to transfer.
  - b) Should an employee's position be permanently abolished due to a reorganization, the employee(s) concerned shall be notified in writing as early as possible, but not less than three (3) months prior to the date his/her position is 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 provide individual training plans to affected employees as deemed necessary. Upon the expiration of the notice period referred to above the Employer may transfer the employee(s) concerned.
  - c) The position(s) to be abolished shall be the position(s) occupied by the Employee(s) who is/have been a member of the bargaining unit for the shortest period of time.

- 32.11 No employee shall suffer a loss of salary as a result of a transfer under 32.10.
- 32.12 The Employer shall not require an employee to transfer for disciplinary reasons.
- 32.13 If the employee is required to transfer, he/she shall not be required to serve a new probationary period.
- 32.14 If a position is identified as bilingual by the Employer, and it is to be staffed on a non-imperative basis, indeterminate unilingual employees will be eligible to make written application provided that an appointment to this position constitutes a promotion for an employee and provided that they undertake to become proficient in the other official language within a two (2) year period from the date on which the Employer approves the employee to commence language training. If an employee fails to meet the language requirements of the position within the above noted two (2) year period, the Employer shall make every possible reasonable effort to place the employee in a position at a classification level equivalent to his/her former position. An employee shall be granted leave with pay for the purpose of language training and the Employer shall bear all costs associated with such training.
- 32.15 a) The Union and the Employer are committed to employment equity. The parties agree to cooperate in the full implementation and monitoring of the PSAC 2015 Employment Equity Plan, and as outlined in the PSAC Employment Equity Policy. The PSAC Employment Equity Plan is a comprehensive document. It includes qualitative and quantitative measures and strategies to remove barriers that equity group members face and to achieve a representative workplace. The application of the PSAC Employment Equity Plan is enforceable through the application of Article 25 of this Collective Agreement.

- b) To this end, the Joint Employment Equity Committee (JEEC) will continue to review and monitor all aspects of employment for evidence of differential or discriminating treatment of employees by sex, race, disability and sexual orientation. The JEEC will also develop recommendations, strategies and solutions necessary for eliminating such practices in order to ensure the full implementation of the PSAC Employment Equity Plan.
- c) AEU will name up to one representative from each AEU bargaining unit. There will be an equal number of Union and Employer representatives on the Joint Employment Equity Committee.
- d) The Committee shall meet with no loss of pay incurred and the Employer agrees to pay the necessary transportation. Meetings shall be held on a regular basis (at least four times per year).
- e) The PSAC Employment Equity Plan includes a Protocol on Collective Agreement Revisions. This provides for a Working Group, and a mandate to identify issues in the Collective Agreement and outline a process for their resolution as they relate to the implementation of the PSAC Employment Equity Plan. If the parties fail to reach mutual agreement on issues, the issues in dispute will be referred to third party mediation and conciliation for a decision binding on the parties.

- 32.16
- a) When an employee is an unsuccessful candidate in a promotional competition, the Employer shall notify the employee of his/her lack of success. He/she shall be entitled to a post board interview, upon request, to be arranged at a mutually agreeable date.
  - b) The employee, together with his/her representative, shall be entitled to review his/her performance during the competition process. This will assist the employee in meeting his/her career aspirations while respecting the privacy of individuals involved in the process.

## ARTICLE 32A

### TERM EMPLOYMENT

- 32A.01 The parties recognize the necessity and benefit of occasionally staffing positions on a term basis.
- 32A.02 For greater certainty, the provisions of clause 30.01 (lay-off) shall not apply when a term employee ceases to be employed by the PSAC when the specified period of time (or its extension) terminates.
- 32A.03 The above notwithstanding, the term employee shall not be terminated early unless the incumbent returns and not with less than 10 days notice.
- 32A.04 No term employee shall be appointed for a specified period of more than one year except, and only with, the written agreement of the Union.
- 32A.05 Any term who has been continuously employed for a period of three (3) years or more in the same position, shall be appointed, without competition, to the position that she/he is occupying, if the position is or becomes vacant, and shall henceforth be considered an indeterminate employee. This is notwithstanding Article 32 of this Collective Agreement. A break of thirty (30) days or less between periods of employment shall not constitute a break in employment for the purposes of this article.
- 32A.06 Any term employee who has been continuously employed for a period of one year or more, shall for one year from the day on which his specified period expires, be notified in writing by the Director, Human Resources and Organizational Development Branch of the PSAC of any PSAC competition open to the general public.
- 32A.07 All terms and temporary assignments may be terminated early by the Employee or Employer and with ten (10) days' notice.

## **ARTICLE 33**

### **STANDBY PAY**

- 33.01 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of \$25.00 for each eight (8) consecutive hours or portion thereof that she/he is on standby, except on his/her day of rest during holiday season leave and designated paid holidays. For all standby on a day of rest, holiday season leave or designated paid holiday, she/he shall be paid \$50.00.
- 33.02 When an employee on standby is called to work, the provisions of Article 34.01, Call Back, shall apply.
- 33.03 The Employer shall provide a communication device (i.e. a pager and/or a cell phone), including other accessible communication aids to employees placed on standby for the duration of the standby period. For further clarification, being in receipt of a communication device does not place an employee on standby. The Employer will designate whom, and for what duration, an employee will be on standby.

## **ARTICLE 34**

### **CALL BACK PAY**

- 34.01 When an employee is recalled to his/her place of work after having completed his/her normal hours of work and having left his/her place of work, or is recalled to his/her place of work on a date of rest, holiday season leave or a designated paid holiday,

she/he shall be paid the greater of:

compensation at the applicable overtime rate for all hours worked, or

a minimum of three (3) hours' pay at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's normal hours of work.

34.02 When an employee, who is recalled to his/her place of work in accordance with clause 34.01, is required to use transportation other than that provided by normal public transportation services, she/he shall be paid:

- a) mileage allowance as per the PSAC Travel Policy, and receipted parking expenses, when authorized by the Employer to use his/her automobile when the employee travels by means of his/her own automobile, or
- b) out-of-pocket expenses for other means of commercial transportation provided that the employee submits a receipt for reimbursement.

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

34.03 Clauses 34.01 and 34.02 do not apply to an employee who is required before the termination of the working day or at any previous time, to report and reports to work on a normal working day outside of his/her hours of work. Such employee shall be paid the greater of:

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

## ARTICLE 35

### DISCIPLINE

#### *Just Cause and Burden of Proof*

- 35.01
- a) No disciplinary measure in the form of a notice of discipline, suspension or discharge or in any other form shall be imposed on any employee without just, reasonable and sufficient cause. The disciplinary action shall contain the grounds on which the disciplinary measure is imposed.
  - b) In any arbitration relating to disciplinary measure, the burden of proof shall rest with the Employer and such proof shall be confined to the grounds mentioned in the notice referred to in paragraph (a) above.

#### *Personnel File*

- 35.02
- a) The Employer agrees that there shall be only one personnel file for each employee and that no report relating to the employee's conduct or performance may be used against him/her in the grievance procedure nor at arbitration unless such report is part of the same file.
  - b) No report may be placed in the file or constitute part thereof unless a copy of the said report is sent to the employee within twenty-five (25) working days after the date of the employee's alleged infraction, or of its coming to the attention of the Employer, or of the Employer's alleged source of dissatisfaction with the employee.
  - c) Any unfavourable report concerning an employee and any report concerning an infraction shall be withdrawn from the file after a period of two (2) years from the date of the alleged infraction provided there is no further infraction of a similar nature.

#### *Access to Personnel File*

35.03 Upon request from an employee, the employee and/or his/her union representative, if authorized by the employee, shall have access to the official personnel file of the employee in the presence of an authorized representative of management.

*Disciplinary Interview*

- 35.04 a) The Employer agrees to notify an employee at least twenty-four (24) hours in advance of any interview of a disciplinary nature and to indicate:
- i) the employee's right to be accompanied by a union representative;
  - ii) the purpose of the meeting, including whether it involves the employee's personnel file;
  - iii) that if the employee's personnel file is to be considered during the interview, the employee and/or his/her union representative, the latter with the employee's permission, shall, before the meeting, have access to this file in accordance with Clause 35.03.

Notwithstanding the foregoing, the period referred to in 35.04 a) shall be two (2) weeks when the disciplinary interview pertains to an employee whose place of employment is other than the PSAC Headquarters. The parties may mutually agree to waive all or part of the 2 week notice period. It is agreed that this notice period shall not be counted in the 25 working days within which the Employer must act in accordance with 35.02 b).

- b) During the interview, the Employer will not be limited to the subject matter that is outlined in the purpose of the meeting in clause 35.04 a) ii), however, should new issues be raised, the Union retains the right to adjourn the meeting for up to twenty-four (24) hours.



- c) The employee has the right to refuse to participate or to continue to participate in any interview of a disciplinary nature unless the employee has received the notice herein above provided for.
- d) If the employee fails to appear at the interview and does not explain his/her inability to do so, the Employer shall proceed unilaterally.

35.05 The Employer shall have the right to discuss work or working conditions with the employees. These discussions shall not be considered as discipline.

## **ARTICLE 35A**

### **COOLING OFF PERIOD**

35A.01 An employee who willfully terminates his/her employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he/she does so within 3 consecutive working days.

## **ARTICLE 36**

### **PARKING**

36.01 An employee who uses his/her car to travel to and from work, may, provided that space is available, apply to rent parking space either indoors or outdoors at the workplace parking area.

36.02 Subject to clause 36.01, the Employer shall pay sixty percent (60%) of the parking cost and the employee's portion of the cost shall be deducted from the employee's pay. Employees with mobility issues requiring accommodation, as certified through a provincially issued handicapped parking permit, will be provided free parking.

- 36.03 Employees who do not receive the parking subsidy contained in 36.02 shall receive a monthly allowance of \$90.00 for each month where an employee has received pay for at least 70 hours in that month.
- 36.04 Any additional parking-related expenses pertaining to disabled employees in the performance of their duties shall be compensated for by the Employer.

## **ARTICLE 37**

### **PART-TIME EMPLOYEES**

- 37.01 Except as otherwise specified in this Article, the provisions of this Collective Agreement apply to part-time employees.
- 37.02 The scheduled work week for a part-time employee shall be at least 17.5 hours, from Monday to Friday inclusive as determined by the Employer.
- 37.03 A part-time employee's weekly hours of work shall be determined and authorized by the Employer in consultation with the employee concerned.
- 37.04 Overtime for a part-time employee means authorized work performed in excess of 7 hours on a scheduled work day; or Authorized work performed in excess of 35 hours in a scheduled work week; or  
  
Authorized work performed on Saturday and/or Sunday; or  
  
Authorized overtime work performed on a designated paid holiday.
- 37.05 The performance of authorized overtime shall be first offered to qualified full-time employees.
- 37.06 Subject to clause 37.08, a part-time employee shall earn vacation leave credits for each calendar month in which she/he receives pay for at least 35 hours.

- 37.07 Subject to clause 37.08, a part-time employee shall earn sick leave credits for each calendar month in which she/he receives pay for at least 35 hours.
- 37.08 For the purposes of this Article, a part-time employee shall accumulate leave credits on the basis of the proportion that his/her weekly hours of work, as determined and authorized by the Employer at the time of appointment, compare with the normal hours of work of full-time employees.
- Such accumulated leave credits shall be converted into hours and minutes.
- 37.09 The pay increment period for a part-time employee is outlined in Article 20.08.
- 37.10 A part-time employee is entitled to be paid for services rendered in accordance with clause 20.11 at the hourly rate.
- 37.11 A part-time employee who is eligible to receive the Bilingualism Allowance shall be entitled to receive the Bilingualism Allowance for any month in which she/he receives pay for at least 35 hours.
- 37.12 The amount of Bilingualism Allowance payable to an eligible part-time employee shall be determined on the basis of the proportion that his/her weekly hours of work, as determined and authorized by the Employer at the time of appointment, compared with the normal hours of work of full-time employees.
- 37.13 A part-time employee is eligible to receive call back and reporting pay as outlined in Article 34 on a normal working day on which she/he has worked 7 hours or on a day of rest or a designated paid holiday.
- 37.14 Qualified full-time employees shall first be given the opportunity to receive call-back and reporting pay as outlined in Article 34 of this Agreement.

37.15 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 38**

### **TECHNOLOGICAL CHANGE**

38.01 "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 the manner in which the Employer carries on operations and any change in work methods and operations affecting one or more employees.

38.02 Adverse effects to be eliminated: In carrying out technological changes, the Employer agrees to eliminate all adverse effects on employees and any denial of their contractual or legal rights which might result from such changes.

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

- a) the Employer agrees to notify the Union as far as possible in advance of 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 change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

38.04 Pertinent information included: The notice mentioned in clause 38.03 shall be given in writing and shall contain pertinent data including:

- a) the nature of the change;
- b) the date on which the Employer proposes to effect the change;
- c) the approximate number, type and location 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.

38.05 Union-Management meetings on changes: Where the Employer has notified the Union of its intention of introducing a technological change, the parties undertake to meet within the next 15 days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from this change.

38.06 Protection of employees: In order to render effective the principle established in clause 38.02, the Employer agrees to the following provisions, which are designed to protect all employees covered by this Agreement:

- a) guaranteed employment: except as otherwise provided in this Agreement, the Employer guarantees continuous employment to all employees covered by this Agreement until the signing of the next Collective Agreement between the parties;

- b) guaranteed classification: for the period of continuous employment guaranteed in the previous sub-clause, an employee shall retain his/her classification and the corresponding wage scale, regardless of any reassignment to other duties or any reclassification of the duties performed by the employee at a lower level;
- c) retraining: any employee either voluntarily or compulsorily reassigned or reclassified as a result of these changes shall be provided with whatever amount of retraining she/he requires during the employee's hours of work with full pay from the Employer and at no additional cost to the employee. Any employee unable to follow a retraining course shall maintain his classification, or its equivalent, in the bargaining unit;
- d) surveillance and privacy: employees will be informed in writing of any changes in work measurement and evaluation methods due to technological change. At no time may electronic systems or devices be used as a means to evaluate the performance or output of individual employees.

38.07 Whenever new hardware or software is introduced by the Employer to the employee's job, the employee using the new hardware or software will be provided with whatever amount of training he/she requires in the official language of his/her choice during the employee's hours of work with full pay from the Employer and at no additional cost to the employee.

## **ARTICLE 39**

### **UNION LABEL**

39.01 The Union bug whether by stamp or typewritten, shall be included on all correspondence, reports, briefs, etc. that are produced in the office of the Employer by persons working under the conditions of this Collective Agreement.

## ARTICLE 40

### HEALTH AND SAFETY

#### 40.01 Preamble

The Employer agrees to take appropriate measures as deemed necessary with a view to ensuring that employees, during their course of employment, work in a safe and healthy environment.

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.

#### 40.02 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 meetings 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 of all accidents involving members of the bargaining units.

#### 40.03 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 all first aid kits and first aid stations shall comply with the appropriate provincial health and safety legislation and regulations.

#### 40.04 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, healthy and ergonomically correct work environment, and the cost of such tests will be borne by the Employer.

#### 40.05 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. Results of all medical examinations will be made available to employees 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 EAP file system.

#### 40.06 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. The Employer shall fully and immediately implement all the requirements under the WHMIS Legislation in consultation with the Joint Health and Safety Committee. All training provided under WHMIS shall be organized through and with the approval of the Joint Committee.

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



40.08 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.

40.09 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.

40.10 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.

40.11 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.

40.12 Grievance Procedure

The existence of health and safety hazards in the workplace is subject to Article 25 (Grievance Procedure) of this Collective Agreement.

#### 40.13 Recreation Allowance

- a) The parties agree that there is a need to participate in some recreational activity to alleviate stress associated with the work functions. To this end, the Employer agrees to reimburse all employees \$650 per year paid on the last pay of each calendar year.
- b) The “Recreation Allowance” will be pro-rated at 1/12<sup>th</sup> of the annual amount for each complete month of work under this Collective Agreement.
- c) The term employee will be required to submit a claim for the reimbursement on or after January 1<sup>st</sup> in any year. If the term employee ceases to be an employee prior to January 1<sup>st</sup>, the term employee may claim 1/12<sup>th</sup> of the Allowance for each complete month or work upon termination.

#### d) Stress Leave

Employees will be entitled to one (1) day leave per calendar year for the purpose of relieving stress. Such leave may be combined with any other type of leave, subject to approval. Such leave shall not be carried over to the following year.

#### e) Leisure Leave

Employees shall be entitled to two (2) days leisure leave per calendar year. Such leave may not be combined with any other type of leave and shall not be carried over to the following year.

## ARTICLE 41

### JOB SHARING

- 41.01
- a) The terms and conditions governing any job sharing arrangements will be as mutually agreed to by the Union and the Employer, and the participants.
  - b) Job sharing will only be permitted when requested by existing employees and those employed in job sharing situations will continue to be members of the bargaining unit and covered by the Collective Agreement.
  - c) The terms and conditions of job sharing arrangements agreed to by the parties will form part of the Collective Agreement and will have regard for:
    - i) hours of work;
    - ii) all earned leave;
    - iii) increment period;
    - iv) designated paid holidays;
    - v) all benefit plans;
    - vi)
      - a) Employees commitment to the terms of conditions of the shared position.
      - b) Cancellation of the agreement with a one-month written notice to the Director of Human Resources and Organizational Development Branch.
    - vii) scheduling - Provided reasonable advance notice is given and with the approval of the Employer, employees may exchange working days if there is no increase in cost to the Employer. Such approval will not be unreasonably withheld.

- d) All requests for job sharing shall be considered by the Employer. The Union shall be notified of any such requests immediately after they have been made to the Employer.
- e) It is understood that job sharing will not result in any additional costs to the Employer.
- f) Job sharing is not meant to replace or supersede the application of Article 37: part-time employees.
- g) Where an employee is looking to job share, and an alternate employee cannot be found within the Alliance family, the Employer, where possible and without additional costs to the Alliance, may consider qualified applicants from outside the Alliance family bargaining units.

## **ARTICLE 42**

### **ONE YEAR POSITION PROTECTION**

- 42.01 An employee who is granted leave up to one (1) year under this collective agreement shall return to his/her position upon the termination of his/her leave.

## **ARTICLE 43**

### **DEFERRED SALARY PLAN**

- 43.01 The parties hereby agree that the Employer may grant leave without pay for a period of up to one (1) year to each employee who has completed seven (7) years of continuous employment within the bargaining unit. Furthermore, the Employer may grant further periods of leave without pay of up to one (1) year after an employee has completed each additional four (4) years of continuous employment within the bargaining unit.

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

- a) the Employer shall not be required to grant such leave during the same period of time to more than one (1) employee employed in the same branch. If more than one (1) employee employed in the same branch submits a request for such leave which covers all or part of the same period of time, seniority shall be the determining factor in the granting of such leave;
- b) the Employer shall not be required to grant such leave during the same period of time to more than five (5) employees covered by this collective agreement. If more than five (5) employees submit a request for such leave which covers all or part of the same period of time, seniority shall be the determining factor in the granting of such leave;
- c) leave granted under this Article which is for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes;
- d) during any period of leave granted under this Article, the employee shall pay the full premium (100%) for the benefit plans specified in Article 27 of this collective agreement. If the employee so chooses, he/she may pay the Employer and the employee shares of the premiums for the PSAC Pension Plan during such periods of leave;
- e) an employee who is granted leave under this Article shall have the right to return to his/her former position upon the termination of such leave;
- f) this leave shall not be used in conjunction with any other leave without pay.

43.03 The regulations governing the Deferred Salary Plan are contained in Appendix "E".

## ARTICLE 44

### INCOME AVERAGING LEAVE

44.01 The Employer may grant leave without pay for a period of between 5 weeks and 3 months to indeterminate employees within the bargaining units within a specific 12 month period. Approval of such arrangement is subject to operational requirements and will be approved on an equitable basis within the organization. This 12 month period shall be a consecutive period of time and does not need to be a calendar year. The terms and conditions governing this leave shall be as follows:

- a) pay for participating employees would be reduced and averaged out over the year to reflect the reduced time at work;
- b) pension and benefit coverages, as well as premiums or contributions, will continue at pre-arrangement levels;
- c) pension and benefit coverages during the leave without pay period will continue at pre-arrangement rates and the employee is responsible for their share of pension and benefit contributions. No vacation or sick leave credits will be earned during the period of leave without pay;
- d) changes to an approved leave arrangement may be made only in rare and unforeseen circumstances, and with 30 days prior notice to the employee;
- e) employee-requested changes to, or cancellation of, leave arrangements must occur and take place within the originally approved 12 month income averaging arrangement;
- f) changes to the leave arrangements by the employee must be provided in writing, with reasonable notice;
- g) this period of leave without pay will not be extended by any other periods of leave with or without pay;

- h) employees are eligible to apply for an income averaging leave arrangement once every 3 years;
- i) application for Leave with Income Averaging Arrangement is contained in Appendix “F”.

## **ARTICLE 45**

### **PROFESSIONAL FEES**

- 45.01 An employee will be reimbursed for the fees paid to join and retain membership in a professional association, where membership in the professional association is required by the employer for the performance of the duties of the employee’s position.

## **ARTICLE 46**

### **MODIFICATION, TERM, RENEWAL OF AGREEMENT**

- 46.01 Unless otherwise expressly stipulated, the terms and conditions of this Agreement shall become effective on the date of signing and shall remain in force and effect from year to year thereafter unless either party gives the other party notice in writing that it desires its termination or amendment.
- 46.02 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.
- 46.03 This Agreement may be amended by mutual consent of the parties.
- 46.04 This Agreement shall expire on April 30, 2019.

46.05 The rates of pay outlined in Appendix "A" of this Collective Agreement will apply retroactively, as applicable, to all those individuals who have left the employ of the PSAC prior to the signing of this Collective Agreement. It is the responsibility of the individual to maintain a current address and telephone number with Personnel.

**SIGNED AT OTTAWA THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2018.**

**FOR THE EMPLOYER**

**FOR THE UNION**

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## APPENDIX "A"

### RATES OF PAY

Effective Date	Step 1 (Min)	Step 2	Step 3	Step 4	Step 5 (Max)
<b><u>Band 1</u></b>					
Current annual salaries	31,182	32,115	33,078	34,071	35,094
May 1,2016	31,650	32,597	33,574	34,582	35,620
May 1,2017	32,125	33,086	34,078	35,101	36,154
May 1,2018	32,607	33,582	34,589	35,628	36,696
<b><u>Band 2</u></b>					
Current annual salaries	35,335	36,394	37,487	38,613	39,769
May 1,2016	35,865	36,940	38,049	39,192	40,366
May 1,2017	36,403	37,494	38,620	39,780	40,971
May 1,2018	36,949	38,056	39,199	40,377	41,586
<b><u>Band 3</u></b>					
Current annual salaries	39,489	40,674	41,893	43,151	44,446
May 1,2016	40,081	41,284	42,521	43,798	45,113
May 1,2017	40,682	41,903	43,159	44,455	45,790
May 1,2018	41,292	42,532	43,806	45,122	46,477
<b><u>Band 4</u></b>					
Current annual salaries	43,645	44,952	46,302	47,690	49,120
May 1,2016	44,300	45,626	46,997	48,405	49,857
May 1,2017	44,965	46,310	47,702	49,131	50,605
May 1,2018	45,639	47,005	48,418	49,868	51,364
<b><u>Band 5</u></b>					
Current annual salaries	49,456	50,942	52,470	54,046	55,667
May 1,2016	50,198	51,706	53,257	54,857	56,502
May 1,2017	50,951	52,482	54,056	55,680	57,350
May 1,2018	51,715	53,269	54,867	56,515	58,210
<b><u>Band 6</u></b>					
Current annual salaries	55,277	56,934	58,640	60,402	62,213
May 1,2016	56,106	57,788	59,520	61,308	63,146
May 1,2017	56,948	58,655	60,413	62,228	64,093
May 1,2018	57,802	59,535	61,319	63,161	65,054

**Band 7**

Current annual salaries	61,091	62,924	64,811	66,756	68,758
May 1,2016	62,007	63,868	65,783	67,757	69,789
May 1,2017	62,937	64,826	66,770	68,773	70,836
May 1,2018	63,881	65,798	67,772	69,805	71,899

**Band 8**

Current annual salaries	66,907	68,914	70,982	73,111	75,305
May 1,2016	67,911	69,948	72,047	74,208	76,435
May 1,2017	68,930	70,997	73,128	75,321	77,582
May 1,2018	69,964	72,062	74,225	76,451	78,746

**Band 9**

Current annual salaries	72,725	74,905	77,151	79,465	81,850
May 1,2016	73,816	76,029	78,308	80,657	83,078
May 1,2017	74,923	77,169	79,483	81,867	84,324
May 1,2018	76,047	78,327	80,675	83,095	85,589

**Student Rates of Pay**

Current Rate of Pay	19.39
May 1, 2016	19.68
May 1, 2017	19.98
May 1, 2018	20.28

## APPENDIX "B"

### LEVEL STRUCTURE FOR THE NEW CLASSIFICATION PLAN

<b>LEVEL</b>	<b>POINT RATING</b>
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)

## APPENDIX "C"

### CONVERSION RULES

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

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

#### Increments

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

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

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

#### Increments

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

#### 03 Probation following the reclassification of a position

- a) When an employee has completed the initial probationary period for the position held by him/her, the employee shall not be placed on probation following the reclassification of his/her position.

or

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

## **APPENDIX “D”**

### **PSAC - TRAVEL POLICY COMMERCIAL TRANSPORTATION**

- 1.1 The selection of the mode, class and carrier of commercial transportation shall be made by the Employer. This determination shall be made on the basis of cost, and will also be impacted by agreements the Employer has negotiated with service providers.
- 1.2 The standard for air and rail travel is economy class. This includes APEX, charters and other reduced fares. The lowest available airfares appropriate to particular itineraries shall be sought when making bookings. Discount and reduced fares shall be selected rather than full fare economy where these rates are available. Significant savings can be realized if flights are booked as far in advance as possible.
- 1.3 Business/Executive Class travel may be authorized by the Employer in accordance with the following principle:  
  
upgrading the class of travel is a consideration which relates to the actual duration of a single flight or the duration of continuous travel time. When the Employer requires the employees to travel on a direct flight of nine or more hours (uninterrupted by overnight stops) with one or more intermediate stops upgrading shall be authorized when requested by the employee.
- 1.4 All exceptions to this policy must be approved by the Director of the Branch.

## APPENDIX “E”

### DEFERRED PAYMENT PLAN REGULATIONS

#### General

1. Purpose

The Deferred Payment Plan has been conceived to enable Employees the opportunity of taking a minimum of three months' leave funded through the deferral of salary over a period not exceeding six years.

2. Application

An employee must make written application to the Employer, through the employee's Director, at least two months prior to the commencement of the leave funding period. Such approval will not be unreasonably withheld. The employee shall be advised within ten days of receipt of the application for such leave of the acceptance or denial of such leave. Once approval for self-funded leave has been granted, it shall not be rescinded. The Employer may restrict, in any period, the number of participants in the Plan, due to operational requirements.

3. Agreement

The employee and Employer will enter into a written agreement which will detail the funding period, the amount of deferred salary and the period of leave.

#### Payment Formula and Leave of Absence

1. The leave period shall be not less than:

- a) three consecutive months if the employee enrolls in full time attendance at an education institution, otherwise;
- b) six consecutive months.

2. The leave period may be funded over a maximum period of six years.
3. The amount of annual deferred salary shall not exceed 33 1/3% of annual salary.
4. All deferred salary shall be forwarded to the bank of the PSAC. These funds shall be deposited in a special account and the interest earned on these funds during the funding period shall be paid to employees during the funding period on their regular pay cheques.
5. The leave period must be taken immediately after the deferral period.
6. The amount of deferred salary shall be paid in equal bi-weekly payments during the leave period to employees. The leave period must terminate by the end of the first taxation year that commences after the deferral period. Therefore, the leave period cannot exceed 23 months.
7. During the leave period, all interest earned on the deferred salary shall also be included in the bi-weekly payments made to the employees.
8. Statutory Deductions in accordance with the Income Tax Act
  - a) During the funding period
    - i) tax withholdings on the net salary after the deferred portion;
    - ii) EI Premiums of the full, regular salary;
    - iii) CPP Premiums on the net salary after the deferred portion.
  - b) During the leave period



- i) tax withholdings on the deferred portion only;
  - ii) EI Premiums – Nil;
  - iii) CPP Premiums on the deferred portion only.
9. The employees must return to work for the Employer immediately after the leave period for a period at least equal to the leave period.

## Benefits

1. During the funding period, all benefits tied to salary shall be structured according to the full salary (excluding the deferred portion).
2. An employee's benefits will be maintained during the period of leave; however, the employee will be responsible for the employee and Employer portions. These benefits will also be based on the full salary.
3. The period of leave shall not be counted for continuous service and no leave shall accrue during this period.
4. If the employee so chooses the period of leave may be counted as pensionable service. If so, the employee shall be responsible for both the employee and Employer portions of the premiums for the PSAC Pension Plan during the period of leave.

## Withdrawal from the Plan

1. An employee may withdraw from the Plan, at any time, prior to the commencement of the leave.
2. Within 60 days of the withdrawal from the plan, the employee shall be paid the full amount of deferred salary, less any statutory deductions, plus all accrued and previously unpaid interest.

3. Should an employee die while participating in the plan, any monies accumulated, plus accrued and unpaid interest, shall be paid to the employee's estate.

#### Other

The Employer agrees to assist employees interested in the tailoring of a specific plan for their needs.

#### Income Tax Act (ITA)

Should there be any subsequent changes made to the ITA which affect this plan, then the Union and the Employer agree to consult to ensure the plan remains in compliance with the Act.

#### Written Agreement

##### Deferred Salary Plan Agreement

I have read and agree to the terms and conditions of the Deferred Payment Plan contained in my Collective Agreement. The following specific conditions shall also apply:

1. the period of funding of my leave shall commence on the first payroll of month/year and end on the final payroll of month/year;
2. I agree that for the period of my Plan, I shall take all overtime earned as paid time off in the year it is earned instead of cash. I understand that I may request to have portions of my overtime cashed out and that this request shall not be unreasonably denied;
3. I agree to defer \_\_\_\_\_% of (from) my salary over this period;
4. I agree to begin my leave period on \_\_\_\_\_ and return to work on \_\_\_\_\_;
5. I agree to be paid the amount deferred in equal, bi-weekly sums over the above-mentioned period including any accumulated interest;

6. I agree to be paid interest on the deferred portion of my salary during the funding period.

\_\_\_\_\_

Date

\_\_\_\_\_

Employee

\_\_\_\_\_

Date

\_\_\_\_\_

Employer

**APPENDIX “F”**

**APPLICATION FOR LEAVE WITH INCOME AVERAGING  
ARRANGEMENT**

I have read and agree to the terms and conditions of the Leave with Income Averaging contained in my Collective Agreement. The following specific conditions shall apply:

1. The 12 month period of participating in the leave with income averaging arrangement shall commence on the first payroll of \_\_\_\_\_ (month/year) and end on the final payroll of \_\_\_\_\_ (month/year).
2. I agree to commence my leave without pay period on \_\_\_\_\_ and return to work on \_\_\_\_\_ for a total period of \_\_\_\_\_ consecutive weeks. I agree that this period of leave without pay will not be extended by any other periods of leave with or without pay.
3. I agree to have my annual salary reduced by the amount of the leave period defined in #2 and to have this reduced amount of pay averaged over the same 12 month period as defined in #1.
4. I agree to fulfill the commitment of the 12 month period. In the event I do not fulfill the terms of the 12 month and do not return to work on the date specified in #2. I agree that the salary received during the period may have been over or under paid and the necessary salary adjustments will be made.
5. I agree to submit this application for approval at least 60 days in advance of the period defined in #1.

\_\_\_\_\_ Date

\_\_\_\_\_ Employee

\_\_\_\_\_ Date

\_\_\_\_\_ Employer

**MEMORANDUM OF AGREEMENT #1**

**BETWEEN**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**AND**

**THE ALLIANCE EMPLOYEES' UNION**

**JOINT PENSION ADVISORY COMMITTEE**

The parties agree that the Joint Pension Advisory Committee's mandate is to review the PSAC Pension Plan with a view of identifying possible areas of improvement. This committee is responsible to report to its principals.

## MEMORANDUM OF AGREEMENT #2

### BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

### AND

THE ALLIANCE EMPLOYEES' UNION

### EXCLUDED POSITIONS

- 1) The parties agree that the following positions should properly be excluded from the bargaining units represented by the AEU:
  - a) All employees who are covered under a subsisting collective agreement in another bargaining unit. For greater certainty, the parties recognize that the list of “subsisting” collective agreements currently includes collective agreements between the PSAC and:
    - Canadian Union of Labour Employees (CULE), Units I and II
    - SEESOCQ;
    - Unifor, Local 2025.
  - b) All elected and appointed officers of the Public Service Alliance of Canada.
  - c) The list of positions excluded from the bargaining units described in Article 5 for managerial or confidential capacity include:
    - Human Resources Section Administrative Assistants
    - Administrative Assistants to Branch Directors;
    - Executive Office: Administrative Assistants
- 2) In the event the Employer intends to create a position not listed in paragraph 1 (c) above that in its view should be excluded from the bargaining units represented by the Alliance Employees Union, the Employer will refer the exclusion request to the Ontario Labour Relations Board for determination. The AEU reserves the right to proceed to the Board with its own requests concerning exclusions.

**MEMORANDUM OF AGREEMENT #3**

**BETWEEN**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**AND**

**THE ALLIANCE EMPLOYEES' UNION**

**DECENTRALIZE DUTIES AND/OR RESPONSIBILITIES**

The parties agree that prior to any decision being made by the Alliance Executive Committee to decentralize duties and/or responsibilities from the Headquarters' area to the regions, the Employer shall engage in meaningful consultation with the Union.

The Employer agrees that if the existing positions covered by this Agreement, or a substantial part of the functions of these positions, are moved or otherwise transferred to a location(s) outside the geographic area of the bargaining unit, this Collective Agreement shall thereupon also be applicable at the new location(s).

The general provisions of the Technological Change Article of the Collective Agreement shall apply once notification of intent has been given to the Alliance Employees' Union by the Employer.

**MEMORANDUM OF AGREEMENT #4**  
**BETWEEN**  
**THE PUBLIC SERVICE ALLIANCE OF CANADA**  
**AND**  
**THE ALLIANCE EMPLOYEES' UNION**  
**RELOCATION OF PSAC's HEADQUARTERS**

The parties hereby agree to enter into meaningful consultation to determine the consequences on PSAC staff resulting from a decision to relocate the PSAC Headquarters.

Upon mutual consent, the parties may agree to reopen the Collective Agreement in specific areas in accordance with clause 46.03 with a view of dealing with the impact of the relocation of the PSAC Headquarters upon employees.



**MEMORANDUM OF AGREEMENT #5**  
**BETWEEN**  
**THE PUBLIC SERVICE ALLIANCE OF CANADA**  
**AND**  
**THE ALLIANCE EMPLOYEES' UNION**  
**PRINCIPLES OF REORGANIZATION**

The Employer recognizes that all employees covered by this Collective Agreement between the Alliance Employees Union and the Public Service Alliance of Canada will be directly or indirectly affected by organizational restructuring, including downsizing and regionalization. While the Employer remains committed to the no lay-off clause, it is also recognized that additional steps need to be taken to protect employees' income security and job satisfaction. The Employer further commits to the principle that decisions regarding changes to where employees work, what employees do, and the conditions under which work is performed will be made in meaning full consultation with the Union.

To that end, the Union and the Employer hereby agree that the impact on employees of all decisions regarding reorganizational restructuring of the PSAC, including downsizing and regionalization will be subject to meaningful consultation between the Employer and the Union.

The following list contains the principles that both parties agree will premise these discussions.

1. In reorganization and/or downsizing the parties will consider proactive Employment Equity as criteria in making their decisions.
2. The Employer agrees to make every reasonable effort to ensure there will be no mandatory re-locations.

3. Probation will be waived where appropriate as indicated in 32.13 of the Collective Agreement.
4. Career and retraining counselling will be made available to affected employees. Career counselling will include the development of a training plan for employees who will have to be re-trained to maintain their employment.

**MEMORANDUM OF AGREEMENT #6**  
**BETWEEN**  
**THE PUBLIC SERVICE ALLIANCE OF CANADA**  
**AND**  
**THE ALLIANCE EMPLOYEES' UNION**  
**BENEFITS COMMITTEE**

- a) Pursuant to Article 27.08, the parties agree to establish a Joint Benefits Committee consisting of two (2) Union members and two (2) Employer representatives. The committee will meet to implement the following mandate:
  - i) review the benefit plans with a view to making recommendations to their principles on cost containment. Plans for review should include, but not be limited to, the following:
    - a. Dental Plan
    - b. Vision Plan
    - c. Extended Health Care Plan
    - d. Disability Insurance
    - e. Accidental Death and Dismemberment
    - f. Life Insurance
  - ii) review the disability insurance process in order to examine problems experienced by employees on DI; assessment of support mechanisms available to employees on DI; and the development of recommendations to improve the process and supports available;
  - iii) wherever feasible and taking into account the impact of increased costs, discuss improvements in the benefit plans.

- b) The Committee will meet within twelve (12) months of the signing of this collective agreement. The Employer will pay all costs related to the participation of one (1) Union representative of the Union's choosing on the Committee. In addition, Union representatives shall suffer no loss of pay as a result of their participation on this Committee.

**MEMORANDUM OF UNDERSTANDING #7**  
**BETWEEN**  
**THE PUBLIC SERVICE ALLIANCE OF CANADA**  
**AND**  
**THE ALLIANCE EMPLOYEES' UNION**

**ADVERSE IMPACT OF THE EXTENDED HEALTH  
CARE BENEFITS PLAN ON EQUITY GROUPS**

The parties agree to refer to JEEC the issue of any adverse impact of the Extended Health Care Benefits Plan on equity groups. The JEEC will conduct an assessment of the Plan and provide their recommendation(s) to their respective principals within 2 years of the signing of this collective agreement.

The parties agree that this memorandum of understanding will form part of the collective agreement.

**MEMORANDUM OF AGREEMENT #8**  
**BETWEEN**  
**PUBLIC SERVICE ALLIANCE OF CANADA**  
**AND**  
**ALLIANCE EMPLOYEES' UNION**  
**SUMMER STUDENT EMPLOYMENT**

Preamble:

The parties recognize the importance of building relationships between the labour movement and post-secondary students. There is a critical need for the labour movement to increase its relevance to youth. There is an additional need for students to secure skill-building opportunities through student employment. The hiring of students will be in accordance with the PSAC employment equity plan. Principles:

The following principles will guide our work in the area of student employment at the PSAC:

- a) the hiring of student employees will have the primary objective of developing employment skills of selected students. An additional objective will be to ensure that the work of the students furthers the objectives of the PSAC and the labour movement in general;
- b) student employment should not detract from our desire to increase and improve our experience with developmental positions for AEU members;
- c) demonstration that an appropriate support and mentoring by supervisors and co-workers will be put in place and will be required prior to the final approval of the student employment project;
- d) bargaining unit positions shall not be reduced as a result of the work of students under this MOA.

As such the parties agree as follows:

1. This Memorandum of Agreement (“MOA”) is meant to clarify and harmonize the terms and conditions of students employed by the PSAC who are doing work related to that performed by members of AEU Units II and X. The terms set forth in this MOA are meant to apply from the date of signature of the collective agreement.
2. The Public Service Alliance of Canada and Alliance Employee’s Union agree that students employed by PSAC in Headquarters doing work related to that performed by members of AEU Units II and X shall be members of the Union. The employer shall deduct and remit the applicable union dues to the Treasurer of the AEU.
3. The Parties agree that the terms and conditions set forth in the Collective Agreement do not apply to student employees except for the provisions outlined in Articles 2, 4, 7, 11, 20.01, 21, 24, 25, 29, 35, 36 and 40 (except 40.13).
4. The Parties agree that the following terms and conditions of employment shall apply to student employees covered by this MOA:
  - a. 35-hour work week;
  - b. Wage rate as set out in Appendix “A”;
  - c. All hours worked over and above the weekly 35 hours, which may be scheduled on any day of the week including Saturday or Sunday, will be paid at time and one half (1 ½);
  - d. Furthermore, all hours worked over and above 35 hours must be pre-approved by the relevant Director or Coordinator and will be recorded on the appropriate form.

- e. Annual Leave credits will accrue at 1 ¼ days for each calendar month in which a student employee earns at least 70 hours of pay. Should there be annual leave credits remaining at the end of the student's term assignment, it will be calculated in hours and paid out at the student's hourly rate of pay. Annual leave shall be administered in compliance with Article 15.12.
- f. Sick Leave credits will accrue at 1 ¼ days for each calendar month for which the student employee receives pay for at least 70 hours. Sick leave credits do not have a monetary value. Sick leave shall be administered in compliance with Article 16.02 and 16.03.
- g. One (1) floating day to be taken as leave during the length of the student's term assignment.



**MEMORANDUM OF AGREEMENT #9**

**BETWEEN**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**AND**

**THE ALLIANCE EMPLOYEES UNION**

**DOMESTIC VIOLENCE**

**SECTION 1 - PREAMBLE:**

The Employer and the Union recognize that workplace violence can stem from incidents of domestic violence.

The Employer recognizes that employees sometime face situations of violence or abuse in their personal life that may affect their attendance and performance at work. Therefore, the Employer is committed to providing support to employees who experience domestic violence.

**SECTION 2 - DEFINITIONS:**

Domestic Violence is any form of violence between intimate partners. The violence can be physical, sexual, emotional or psychological abuse, including financial control, stalking, harassment, bullying or any other behavior that abuses, devalues or humiliates. It occurs between mixed or same sex intimate partners, who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

The “workplace” for purposes of this Memorandum is broadly defined to include but not be limited to functions and locations related to the workplace such as conferences, training sessions, work-related social gatherings, work travel, work email or other work-related situations.

**SECTION 3 – LEAVE OF ABSENCE**

Should an employee be absent from work as a result of domestic abuse or violence, the employee will be entitled to up to seventy (70) hours of paid

leave per annum for the purpose of attending medical appointments, legal proceedings and any other activities that people experiencing domestic violence need to manage. Verification satisfactory to the Employer may be required.

This leave will be in addition to existing paid and unpaid leave entitlements and may be taken in consecutive or single days or as a fraction of a day. Leave may be taken without prior approval in emergencies when prior approval could not be obtained.

#### **SECTION 4 – CONFIDENTIALITY**

All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee’s personnel file without their express written permission.

#### **SECTION 5 – PROTECTION FROM DISCIPLINE AND ADVERSE ACTION**

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the employer and the union agree that an employee’s culpability in relation to performance issues or potential misconduct shall be mitigated if the employee is dealing with an abusive or violent situation.

#### **SECTION 6 –WORKPLACE POLICY**

The Employer will develop a workplace policy on preventing and addressing domestic violence at the workplace. The policy will be made accessible to all employees and will be reviewed annually. It will include the appropriate action to be taken in the event that an employee reports domestic violence or is perpetrating domestic violence, identify the process for reporting, risk assessments and safety planning, indicate available supports and protect employees’ confidentiality and privacy while ensuring workplace safety for all.

#### **SECTION 7 – TRAINING**

The Employer will provide awareness training on domestic violence and its impacts on the workplace to all employees.

The Employer will identify a management contact who will be trained in domestic violence issues, for example, training in domestic violence risk

assessment and risk management. The Employer will advertise the name of the designated domestic violence contact to all employees.

The Employer shall provide joint training on domestic violence to the union and management representatives facilitated by persons with expertise in the field of domestic violence.

The Employer agrees to pay for lost time, travel time, registration costs, lodging, transportation, meals and other related expenses.

## **SECTION 8 – SUPPORT FOR INDIVIDUALS AND EMPLOYEES**

In order to provide support to an employee experiencing domestic violence and to provide for a safe work environment for all employees, the Employer will invite the employee and Union representative to participate in a discussion to explore appropriate measures to accommodate the employee including but not limited to:

- i. changes to their working hours;
- ii. job assignments;
- iii. job transfer to another location;
- iv. a change to their telephone number, email address, or call screening to avoid harassing contact;
- v. any other appropriate measure including those available under existing provisions for family-friendly and flexible working arrangements.
- vi. taking all necessary measures to ensure the health and safety for all employees in the workplace.

Should an employee experience incidents of domestic violence which could affect the employee's presence and/or performance in the workplace, the employee is encouraged to notify their Coordinator, Regional Coordinator or Director as soon as possible. Coordinators, Regional Coordinators or the Director are encouraged to offer measures of support and provide assistance where possible, such as referrals to community services, and the Employer's EAP program.

**MEMORANDUM OF AGREEMENT #10**

**BETWEEN**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**AND**

**THE ALLIANCE EMPLOYEES UNION**

**NATIONAL WORKING GROUP ON MENTAL HEALTH**

The PSAC and CULE recognize the importance of ensuring a workplace culture which promotes and improves the psychological health and safety of all employees in the workplace.

The Employer is committed to developing a strategy to address mental health in the workplace. This strategy shall be developed in collaboration with the internal staff unions through a National Working Group on Mental Health. This strategy may include the development of policies, guidelines and/or initiatives such as training.

The National Working Group on Mental Health is established with a long-term focus and commitment from senior leadership of the parties. It will consider the unique challenges and impact of working in a political environment. It will focus on continuous improvement and the successful implementation of measures to improve mental health in the workplace.

The National Working Group on Mental Health will provide a report of recommendations to the Leadership of both parties by (date to be determined by the National Working Group on Mental Health). The recommendations will include a detailed work plan as well as target dates for its completion. The members of the National Working Group on Mental Health may, by mutual agreement, extend this period.

Without limiting the National Working Group's determination of its responsibilities, these will include:

- Identifying ways of reducing and eliminating the stigma in the workplace that is too frequently associated with mental health issues;

- Identifying ways to better communicate the issues of mental health challenges in the workplace and tools such as existing policies, legislation and directives available to support employees facing these challenges;
- Reviewing practices from other jurisdictions and employers that might be instructive for the PSAC;
- Ensuring that psychological health and safety forms part of the organizational decision making process in the workplace;
- Identifying how implementation of the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard) may best be achieved within the PSAC;
- Seeking input from the Health and Safety Committees and Joint Employment Equity Committees;
- Outlining any possible challenges and barriers that may impact the successful implementation of mental health best practices; and
- Outlining areas where the objectives reflected in the Standard represent a gap with existing approaches within the PSAC. Once identified, make ongoing recommendations to the Leadership of the parties on how those gaps could be addressed. The National Standard for Psychological Health and Safety in the Workplace should be considered a minimum standard that the Employer's policies may exceed.

The PSAC will establish an aggregated data collections process to support the National Working Group on Mental Health and measure the successful implementation of the Standard. The data required will be at the discretion of the National Working Group on Mental Health.

The National Working Group on Mental Health will be comprised of Union and Employer representatives. The Leadership of the parties is responsible for determining the number and the identity of their representatives, with the goal of cross organization representation.

The National Working Group shall meet with no loss of pay incurred. When it is agreed by the Working Group Co-Chairs that travel is required, employees will be reimbursed for travel expenses in accordance with the collective agreement.

**MEMORANDUM OF AGREEMENT #11**

**BETWEEN**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**AND**

**THE ALLIANCE EMPLOYEES UNION**

**PRE-RETIREMENT TRANSITION LEAVE**

**PREAMBLE:**

This memorandum of Agreement is intended to introduce pre-retirement transition leave to eligible employees on a trial basis for the duration of the collective agreement term. The terms of this Memorandum shall expire and become renegotiable upon renewal of the collective agreement. Both managers and employees are responsible to ensure that the operational needs of the organization are met and that neither productivity nor costs are negatively impacted by the application of this Memorandum.

**OBJECTIVE:**

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

**REQUIREMENTS:**

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

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

To be eligible for PRTL employees must:

- be eligible for a pension at the start of the leave arrangement, or be within one (1) year of becoming eligible for a pension;
- agree not to work for another employer paying into the same pension plan during the leave;
- agree not to participate in a Compressed Days Off (CDO) arrangement during the leave.

Cancellation of approved leave arrangements will be considered only in rare or unforeseen circumstances. Where cancelled by employee, repayment to the employer of the premiums and contributions that would otherwise not have been required with reduced hours, shall become the responsibility of the employee. Where cancelled by the employer, any reasonable costs associated with the cancellation may be submitted by the employee for consideration by the employer.

Changes to approved leave arrangements may be made only in rare or unforeseen circumstances. Employee requests to change or cancel leave arrangements must be made in writing with not less than thirty (30) days' notice.

This MOA will expire upon expiry of the collective agreement.