



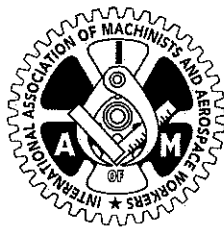
AGREEMENT BETWEEN

THE PROFESSIONAL INSTITUTE OF THE

PUBLIC SERVICE OF CANADA

AND

**THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS – LOCAL LODGE 3011**



EXPIRY DATE: MARCH 31, 2026

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ARTICLE 1

PURPOSE AND APPLICATION OF AGREEMENT

- 1.01 The Institute recognizes and accepts that employees have rights to be treated fairly, professionally and with respect; and to work in a safe and healthy environment.
- 1.02 The purpose of this Agreement is to ensure harmonious and mutually beneficial relationships between the Institute, 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.
- 1.03 The parties to this Agreement share a desire to promote the well-being and increased efficiency of the employees to the end that the Institute and its members will be well and effectively served. Accordingly, they are determined to establish within the framework provided by law an effective working relationship. This includes that we acknowledge the principles of Truth and Reconciliation and our responsibility to enact on the call to action. The parties are committed to the consideration of and progress towards a more inclusive and diverse workforce.
- 1.04 The provisions of this Agreement apply to the Institute, employees covered by this Agreement, and the Union.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

- 2.01 In this Agreement, expressions in the masculine or feminine gender, in plural or in singular, may be substituted to give effect to the true meaning of the Agreement.
- 2.02 "acting pay" - the phrases "required by the Institute to act in a classification having a higher maximum rate of pay" and/or "staffed on an acting basis" mean that an employee has been or will be required to perform a significant number of the duties of the classification having a higher maximum rate of pay, whether or not said classification is in the bargaining unit.
- 2.03 "call-back" means a situation where an employee who is not on travel status and has left their place of work after completing their scheduled daily hours of work and is called upon by the Institute to perform work.
- 2.04 "classification" means the Classification Level identified in Appendix "A" of a substantive position.
- 2.05 "common-law partner": Refers to a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year.
- 2.06 "compensatory leave" means leave with pay in lieu of a payment to the employee for overtime.
- 2.07 "continuous employment" means employment without a break in employment with the Institute.
- 2.08 "day of rest" means a day other than a designated paid holiday on which an employee is not ordinarily required to perform the duties of their position other than by reason of their being on leave.
- 2.09 "designated paid holiday" means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement.
- 2.10 "double time" means two (2) times the employee's hourly rate of pay.
- 2.11 "employee" means a person who is a member of the bargaining unit.
- 2.12 "employer" means The Professional Institute of the Public Service of Canada.
- 2.13 "Executive Committee" means the same as described in the Institute By-Laws.
- 2.14 "existing positions" are those specified in Appendix "A" to this Agreement.
- 2.15 "full-time employee" means an employee whose scheduled hours of work normally

average thirty-five (35) hours per week.

- 2.16 "immediate family" means the spouse of the employee, including a common-law partner; the father and mother of the employee and the spouse of the father or mother (or, alternatively, stepfather, stepmother or foster parent), including a common-law partner; the children of the employee; the children of the employee's common-law partner; stepchild or ward of the employee; the brothers and sisters of the employee; the grandchild of the employee; the grandchild of the employee's spouse; the father-in-law or mother-in-law of the employee and the spouse of the father-in-law or mother-in-law, including a common-law partner; and any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.
- 2.17 "Institute" means The Professional Institute of the Public Service of Canada.
- 2.18 "lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function.
- 2.19 "Manager" means a person employed by the Institute in the capacity of: Chief Operating Officer and Executive Secretary, Chief Negotiations Officer, Chief, Regional Operations and Chief Financial Officer.
- 2.20 "new positions" are those not specified in Appendix "A" and are included in the bargaining unit.
- 2.21 "overtime" means authorized work performed by an employee on behalf of the Institute in excess of their normal hours of work.
- 2.22 "part-time employee" means an employee whose scheduled hours of work are less than thirty-five (35) hours per week.
- 2.23 "President" means the President of the Institute, and includes any person authorized to exercise the authority of the President.
- 2.24 "Full Time Vice-Presidents" means the Full Time Vice-Presidents of the Institute.
- 2.25 "rates of pay" includes:
- (a) "annual rate of pay" means an employee's rate of pay as shown in Appendix "B" to this Agreement;
 - (b) "daily rate of pay" means an employee's annual rate of pay divided by 260.88;
 - (c) "hourly rate of pay" means an employee's annual rate of pay divided by 1826.16, and
 - (d) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176.
- 2.26 "seniority" means all periods of bargaining unit service with the Institute.

- 2.27 "spouse" will, when required, be interpreted to include "common-law partner".
- 2.28 "substantive position" means the position to which an employee is assigned on an indeterminate basis as a result of initial hire, internal competition or redeployment under Article 23.
- 2.29 "technological change" means a change in the Institute's operation directly related to the introduction of equipment or material which will result in changes to the employment status or working conditions of employees.
- 2.30 "term employee" means a person employed for a specified period of time. Term employees shall not be eligible for Severance Pay under Article 24. Term employees shall be eligible to participate in the Institute Pension Plan under Article 25 once they complete the applicable provincial legislation continuous employment requirement for plan membership. Term employees shall not be eligible to participate in Long Term Disability Insurance. The Institute will provide payment equivalent to the premiums the Institute would have otherwise paid for LTD coverage directly to the term employee for purposes of self-insurance. Notwithstanding 17.02, the maximum amount of sick leave that may be advanced to a term employee shall be no more than the amount of sick leave that the employee would be eligible to earn until the end of their term employment.
- 2.31 "time-and-one-half" means one-and-one-half (12) times the employee's hourly rate of pay.
- 2.32 "Union" means IAMAW and its Local Lodge 3011.
- 2.33 "working days" means Monday through Friday, not including designated paid holidays.
- 2.34 "workplace" means the location at or from which an employee ordinarily performs the duties of their position.
- 2.35 Except as otherwise provided in this Agreement, expressions used in this Agreement:
- (a) if defined in the *Ontario Labour Relations Act*, have the same meaning as given them in the *Ontario Labour Relations Act*, and
 - (b) if defined in the *Legislation Act*, but not defined in the *Ontario Labour Relations Act*, have the same meaning as given to them in the *Legislation Act*.
- 2.36 "years of service" means: (a) in the case of full-time employees, years of continuous full-time employment; (b) in the case of full-time employees who have

worked periods of part-time employment, the full-time equivalent of continuous employment based on the number of part-time hours worked combined with full-time hours. Employees currently in the bargaining unit shall be grand-fathered and will not be affected by the definition of years of service. This definition shall apply to all employees hired after April 9, 2009.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.01 Subject only to the specified provisions of this Agreement, and the right of the Union and an employee to lodge a grievance under the grievance procedure in the manner and extent therein provided, the Union and the employees recognize and accept that it is the right of the Institute to manage the affairs of the Institute, including the right:
- (a) to maintain order, discipline and efficiency;
 - (b) to hire, assign, promote, demote, direct or lay-off;
 - (c) to determine, in the interest of efficient operation and high standards of service, job performance, the number of personnel required, work assignment, methods of doing the work, and the working establishments for the operation;
 - (d) to warn, discipline, suspend or discharge;
 - (e) to make, enforce, or alter from time to time, reasonable guidelines and procedures governing the employees in their employment, and
 - (f) to determine and exercise generally those functions which remain with the Institute except as specifically restricted by the provisions of this Agreement.

Such rights shall be exercised in a fair and reasonable manner.

- 3.02 When, as a condition of employment, the Institute requires an employee to be a member of a professional body recognized by statute with an established code of ethics, the Institute shall not, by policy or practice, compromise or seek to compromise the observance by an employee of a code(s) of ethics which applies to the employee by virtue of the employee's membership in such profession.

ARTICLE 4

RECOGNITION

4.01 (a) The Institute recognizes the Union as the exclusive bargaining agent of the employees in the bargaining unit as determined by the Ontario Labour Relations Board in its decision dated February 2, 1973 save and except:

- i. The President
- ii. Vice-Presidents
- iii. Executive Secretary, Executive Director, or General Counsel
- iv. Directors
- v. Section Managers
- vi. Executive Assistant to the President
- vii. Assistants to the President, Vice-Presidents, and Directors
- viii. Senior Advisor to the President
- ix. Legal Counsels
- x. those persons employed for a period of less than four (4) consecutive months.

(b) Those positions that exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations or in accordance with the Ontario Labour Relations Act.

4.02 The parties agree that those who are not part of the bargaining unit will not regularly perform the duties normally assigned to members of the bargaining unit.

4.03 Business merger

Should the employer merge or transfer its activities to another employer, the Institute will make reasonable efforts to ensure any protocol between employers will ensure recognition of the current bargaining certificate and the rights flowing therefrom.

ARTICLE 5

GRIEVANCE PROCEDURE

- 5.01 An employee can only present a grievance or complaint under this provision if they have the written approval of the union.

5.01 Complaint Stage

In the event of a dispute concerning a term or condition of employment, including the application or interpretation of the Collective Agreement, it is desirable that such dispute, in the first instance, be referred to the parties within ten (10) working days following the date on which the cause of the complaint took place or ought reasonably to have come to the attention of the employee. The Union and the Employer will consult within ten (10) working days of receipt of the complaint and seek to resolve the problem without prejudice to the provisions for settling such disputes as provided in the relevant Labour Relations legislation.

5.02 Grievance Stage

In the event of a dispute arising with regard to a term or condition of employment, including the application or interpretation of the Collective Agreement, the Union in consultation with the employee concerned shall proceed as follows:

Step 1

The Union in consultation with the employee shall, by the fifteenth (15th) working day following the day on which consultation at the complaint stage (clause 5.01) takes place, or by the twenty-fifth (25th) working day following the day on which the cause of the grievance took place or ought reasonably to have come to the attention of the employee, present the grievance in writing to the Human Resources who will provide the employee with an acknowledgement confirming the date of receipt of the grievance and will forward the grievance to the appropriate Manager. The Manager shall give their reply in writing within twenty (20) working days following the hearing of the grievance. In the event that a meeting date is not agreed upon within ten (10) working days or that the reply is not issued within the time limit for reply established above, the grievance may be advanced immediately to Step 2 by the Union.

Step 2

If the reply is not satisfactory to the Union, the Union may, within ten (10) working days of receipt of the answer, present an appeal in writing to the Director via Human Resources. The Director shall give their reply within twenty-five (25) working days from the date the grievance was heard by them.

Step 3

If the reply is not satisfactory to the employee, they may, within ten (10) working days of receipt of the answer, or in the case where the grievor received no response within the time limits prescribed in Step 1, present an appeal in writing to the President or designate, via Human Resources. The President or their designate give their reply within twenty-five (25) working days from the date the grievance was received by them.

Step 4

Failing a settlement under Step 3, the dispute may be taken to arbitration in accordance with Article 6. If no written request for arbitration of an employee grievance is received by Human Resources within fifteen (15) working days after the decision in Step 3 is given, it shall be deemed to have been settled and is not eligible for Arbitration.

- 5.03 (a) Any grievance not submitted within the time limits nor advanced by the grieving party within the time limits provided in each step of the grievance procedure shall be deemed to have been abandoned unless an agreement has been obtained to extend time limits.
- (b) Notwithstanding 5.03(a), the time limits for presenting a grievance, except for a grievance related to a staffing action, may be extended by mutual agreement between the Institute and the Union.
- 5.04 The Union may, by written notice, abandon a grievance at any time.
- 5.05 The time limits for replies by the Institute may be extended by mutual agreement between the Institute and the Union.
- 5.06 The Union shall have the right to consult with the appropriate manager with a representative of Human Resources on any grievance or complaint that falls within their Section or Division.
- 5.07 No person shall seek by intimidation or by threat to cause an employee or the Union to abandon a grievance or refrain from exercising the right to present a grievance as provided in the Collective Agreement.
- 5.08 Either party may lodge a grievance in writing with the Union or the Institute on a matter concerning the interpretation, application or administration of this agreement and such grievance will be filed with the Union or President, or their designate, at the final step of the grievance procedure..

ARTICLE 6

GRIEVANCE ARBITRATION

- 6.01 Where the Union, after exhausting the grievance procedure established by this Agreement, wishes to proceed to arbitration, it shall so notify the Human Resources or their designate, in writing within fifteen (15) working days from the date of issuance of the decision.

Within five (5) days of receiving the notice the parties will exchange a list of three (3) proposed arbitrators for selection. In the event that no arbitrator is agreed upon within the ten (10) days following the exchange, either party may request the Minister of Labour to appoint an arbitrator.

- 6.02 In the alternative, the parties may establish an arbitration board. The Union shall, within five (5) working days, inform the Institute of the name of its appointee to the arbitration board. The Institute shall, within five (5) working days inform the Union of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) working days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the Institute, following receipt of the notice, fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the authority designated by statute upon the request of either party.
- 6.03 The parties agree to proceed to arbitration at the earliest possible date. The arbitrator or arbitration board as applicable shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the Chairperson governs.
- 6.04 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairperson of the Arbitration Board.
- 6.05 An Arbitrator shall have the power and the jurisdiction to render such decision as they deem just and equitable, provided such decision shall not be inconsistent with any of the terms of the Agreement. The Arbitrator shall have the right to modify the degree of discipline imposed and/or reinstate the employee with or without pay for the period in question.
- 6.06 The time limits prescribed in this Article may be extended by mutual agreement of the Institute and the Union.
- 6.07 The parties also agree that any grievance may be submitted to mediation at any time during the grievance or arbitration process, by mutual agreement of the parties to mediate. The parties shall mutually agree on who shall be the mediator

and shall split the costs. Any such mediation shall be on a purely without prejudice basis to the either parties' positions and shall not otherwise affect the rights of either party to proceed to arbitration in accordance with the terms set out herein, in the event that the grievance is not resolved through mediation.

- 6.08 No person may be appointed as an arbitrator who was appointed as a mediator for the grievance unless the parties have agreed on a mediation/ arbitration process.

ARTICLE 7

CHECK-OFF

- 7.01 The Institute will, as a condition of employment, deduct an amount equal to the amount of the Union's membership dues from the pay of all employees in the bargaining unit.
- 7.02 Twice in a twelve (12) month period, the Union may inform the Institute, in writing, of any change to the authorized deduction to be checked off for each full-time and part-time employee.
- 7.03 (a) For the purpose of applying clause 7.01, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that pay is available.
- (b) Following a pay increase, deductions from pay for each employee in respect of each month will start with the next month of employment to the extent that pay is available.
- 7.04 When an employee does not have sufficient pay in respect of any month to permit deductions under this Article, the employer shall not be obligated to make such deductions for that month from subsequent salary.
- 7.05 The amounts deducted in accordance with clause 7.01 shall be remitted prior to the fifteenth (15th) day of the month following the month in which such deductions are made.

The dues report and confirmation of EFT remittance will be provided in the form of e-mail to the email address provided by the Union. The report shall be in standard spreadsheet format as provided by the Union and shall contain the following current information:

- (a) Full Name;
- (b) Full address (including city and postal code);
- (c) Telephone number (including area code);
- (d) Work Email Address;
- (e) Rate of pay;
- (f) Classification of each employee for whom deductions were made;
- (g) Full-time or Part-time designation
- (h) Union dues deduction (current) on their behalf
- (i) Employment status of each employee (e.g. active, acting, on leave without pay).

When an employee does not have sufficient pay in respect of any month to permit deductions under this Article, the employer shall not be obligated to make such deductions for that month from subsequent salary.

- 7.06 Part-time employees will be assessed dues in the same proportion to the Union membership dues referred to in clause 7.01 as the employee's hours of work relate to the hours of work of a full-time employee.
- 7.07 On an annual basis, the Institute and the Union will jointly advise employees that the information in clause 7.05 will be disclosed. The message will explain the reasons why the information is being disclosed and how it will be securely stored and protected.

ARTICLE 8

USE OF INSTITUTE PREMISES

- 8.01 When the Union wishes to use Institute premises, it will seek approval from Human Resources, in advance. Use of these premises will not be unreasonably withheld. Meetings of the Institute shall take precedence.
- 8.02 Employees shall have access to the Institute's email and Internet systems for Union business in accordance with the Institute's Policy.
- 8.03 Bulletin boards will be made available at locations mutually agreed by the parties, exclusively for the business of the Union.

ARTICLE 9

TIME OFF FOR UNION BUSINESS

9.01 (a) Grievance/Arbitration

The Institute shall grant time off without loss of pay to an employee to attend a grievance or arbitration hearing involving their personal grievance and to an employee called as a witness in a grievance or arbitration hearing or any other formal procedures between the Institute and the Union before a third party. One (1) Union representative in such matters, who is also an employee, will be granted time off without loss of pay. Such time off will be for the amount of time reasonably required by those employees to attend these proceedings. Up to two (2) union representatives may participate in a grievance meeting with the Institute where requested in advance and approved by the Institute. This shall not apply to proceedings before a third party.

(b) Collective Bargaining

- i. Where operational requirements permit, the Institute shall grant leave without pay to employees for the purpose of preparations for collective bargaining. Such leave shall not be unreasonably denied.
- ii. Negotiations for the renewal of this Collective Agreement shall be conducted at a time mutually agreeable to the parties. When negotiations occur, including proceedings before a duly-appointed third party, the Institute shall grant time off without loss of pay for representatives of the Union. Total remuneration shall not exceed seven (7) hours per day per employee at the applicable rate of pay for each employee who represents the Union. The maximum payable under this sub-clause is 273 hours for all employees.

(c) Consultations

The parties recognize that effective union-management relations are a cornerstone of good human resources management practices and that collaborative efforts between the parties, through regular communication and sustained dialogue, play a pivotal role in improving the working conditions of union members. Accordingly, the Institute shall grant time off without loss of pay for up to five (5) employees representing the Union at meetings and consultations between the parties. Consultation meetings shall be held at least two (2) times per year. Additional meetings may be held when mutually agreed.

(d) Other Union Business

The Institute will grant up to one hour with pay for each new employee to meet with a representative of the Union on the new employee's first day of work or as soon as practicable thereafter.

- (e) Where operational requirements permit, the Institute will grant leave without pay to employees undertaking Union business not expressly stated elsewhere in this Article. Such leave shall not be unreasonably denied.

9.02 (a) The Institute acknowledges the right of the Union to appoint employees as representatives of the Union.

- (b) The Union shall notify the Institute, in writing, of the names of the representatives.

9.03 The Institute will continue its practice of maintaining an employee's pay while they are on Union Leave without pay. The Institute will invoice and be reimbursed by IAMAW Local Lodge 3011 for the costs of the salary replacement.

ARTICLE 10

COPIES OF COLLECTIVE AGREEMENT

- 10.01 The Institute agrees to supply each employee with a bilingual copy of the Collective Agreement and amendments thereto within a period of thirty (30) working days from the date of signing of this Agreement.
- 10.02 When an offer of employment is being provided by the Institute to a person, that person shall also be provided with a copy of this Agreement coincident with the making of the offer.
- 10.03 The parties agree that the English and French texts of this Collective Agreement are official.
- 10.04 Where the Institute is required to provide a copy of the collective agreement, it may provide access to an electronic copy. However, when requested by an employee or the Union, printed copies shall be provided.

ARTICLE 11

HOURS OF WORK

- 11.01 Clauses 11.02 to 11.05 shall apply to all employees classified at Levels G1 to G3 inclusive.
- 11.02 The normal daily hours of work shall be seven (7) hours, and the normal weekly hours of work shall be thirty-five (35) hours.
- 11.03 (a) The normal work week shall be Monday to Friday and the normal daily hours shall be between 0700 and 1800 hours with a meal break of not less than thirty (30) minutes. Occasionally an employee may take a longer meal break than regularly scheduled and vary their end time in order to make up for a longer break. This will require prior approval by the employee's immediate supervisor which will not be unreasonably denied.
- (b) Hours of work shall be scheduled by the Institute to meet operational requirements and to ensure the efficient use of Institute facilities. An employee may request starting times between 0700 and 0900 hours and finishing times between 1500 and 1800 hours.
- 11.04 An employee is entitled to two (2) paid fifteen (15) minute rest periods per day, which shall be taken at approximately the mid-points of the morning and afternoon work periods.
- 11.05 Notwithstanding the provisions of this Article, and subject to the concurrence of the Institute, an employee may complete their weekly hours of employment in a period of other than five (5) full days provided that over a period of twenty-eight (28) calendar days, the employee works an average of thirty-five (35) hours per week. In every twenty-eight (28) day period, such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for them.
- 11.06 Clauses 11.07 and 11.08 shall apply to all employees classified at Level G4 to G9 inclusive.
- 11.07 (a) The normal work day shall be seven (7) hours and the normal work week shall be thirty-five (35) hours beginning 0700 hours Monday to 1700 hours Friday, averaged over each calendar month. To facilitate monthly reporting, the Institute will identify the number of working days in the month. The normal number of hours of work in any given month shall be equivalent to the product of the number of normal working days in the month times seven (7) hours.

- (b) Based on operational requirements, during the life of this Agreement, an employee shall select their hours of work between Monday and Friday and so notify the Institute for each monthly period. Upon Institute approval, which shall not be unreasonable denied, of the selected hours of work for the month, any subsequent requirement to work outside the scheduled hours of work shall be compensated as overtime.

By mutual agreement only, the monthly schedule may be amended to remove such requirement to work overtime. Additional hours of work may be required to meet operational requirements. Such additional hours shall be subject to overtime compensation.

- (c) Unless otherwise agreed by the employee, the monthly schedule provided under sub-clause 11.07(b) shall:
- i. permit the employee to work contiguous hours of work exclusive of meal breaks on all days of work,
 - ii. permit the employee to select starting times between 0700 hours and 0900 hours on week days worked,
 - iii. not require the employee to work less than seven (7) hours on week days.

FLEXTIME

- 11.08 In order to meet operational requirements in a timely manner, an employee may voluntarily work up to an additional seven (7) hours each monthly period. An employee may not have more than twenty-eight (28) hours to their credit. Such additional hours worked shall be duly recorded for each completed thirty (30) minute period. The employee shall normally take the equivalent time off on a mutually agreeable date and duration. All time accumulated in this manner shall be taken in equivalent time off by December 31st of the year in which it is worked unless the Institute approves the carry-over of such accumulated leave.

ARTICLE 12

OVERTIME

Part A

The provisions of clauses 12.01 to 12.06 inclusive shall apply to employees classified at Levels G1 to G3.

12.01 When an employee is required by the Institute to work overtime, they shall be compensated as follows:

- (a) during the normal work week at the rate of time and one-half (1½) their normal hourly rate,
- (b) on a Saturday at the rate of time and one-half (1½) their normal hourly rate,
- (c) on a Sunday at the rate of double (2) their normal hourly rate except when an employee requests that required overtime be worked on a Sunday, then time and one-half (1½) their normal hourly rate shall apply,
- (d) on a paid holiday as identified in Article 15 (Designated Paid Holidays), at the rate of time and one-half (1½) their normal hourly rate in addition to the pay they would have received had they not worked on the holiday.

12.02 Reporting Pay

- (a) When an employee is required to report for work on a day of rest or a designated paid holiday, they shall be paid the greater of:
 - i. compensation at the applicable overtime rate, or
 - ii. compensation equivalent to four (4) hours' pay at their hourly rate of pay, except that the minimum of four (4) hours' pay shall apply the first time only an employee is required to report for work during a period of eight (8) hours, starting with the employee's first reporting.
- (b) If an employee is given instructions during their work day to work non-contiguous overtime on that day and works such overtime, they shall be paid for the time actually worked or a minimum of two (2) hours' pay at straight time, whichever is the greater.

12.03 Call Back

- (a) When an employee, after having completed their normal hours of work, and has left their place of work and prior to reporting for their next regular scheduled work period, is called back to work for a period of non-contiguous overtime or has received less than twenty-four (24) hours' notice of a possible requirement to work overtime, they shall be entitled to the greater of:
 - i. compensation equivalent to four (4) hours' pay at the applicable rate for overtime if the employee is required to leave their residence (or place of rest) and one (1) hour's pay at the applicable rate for overtime if the work is done at the employee's residence (or place of rest), or
 - ii. compensation at the applicable rate for their overtime worked.
- (b) When an employee is called back to perform work under the conditions described in clause 12.03(a) and is required to use transportation services other than normal public transportation services, they shall be reimbursed for reasonable expenses incurred as follows:
 - i. mileage allowance at the rate normally paid by the Institute where the employee travels by means of their own automobile, or
 - ii. out-of-pocket expenses for other means of commercial transportation.

12.04 Overtime compensation shall be calculated for each completed fifteen (15) minute period.

12.05 Compensatory Leave and Liquidation of Leave Credits

- (a) At the discretion of the employee, compensation earned under this Article may be taken in the form of compensatory leave at a time convenient to both the employee and the Institute and calculated at the applicable premium rate, or, once per month, in the form of a payment to the employee, calculated at the employee's rate of pay at the time the compensation is liquidated.
- (b) Compensatory leave credits earned up to and including December 31st in a calendar year and outstanding on September 30th of the following calendar year shall be liquidated through a payment to the employee by October 31st at a rate determined by multiplying the hourly rate of pay of the employee as of September 30th by the number of hours of outstanding leave credits, unless such credits have been scheduled using compensatory time by the end of the calendar year.

- 12.06 Where an employee's normal means of transportation is not available, an employee who is required to work overtime beyond 2100 hours shall be reimbursed for the cost of a one-way taxi fare to their home.

Part B

The provisions of clauses 12.07 to 12.11 inclusive shall apply to employees classified at Levels G4 to G9 and subject to clauses 11.07 and 11.08 (Hours of Work).

- 12.07 For each month during the life of this Agreement, an employee required to work overtime shall be entitled to leave with pay calculated at the straight time (1) rate for the first eight (8) hours and at the rate of time and one-half (1½) thereafter. Notwithstanding this entitlement to compensation for additional hours worked, an employee shall be entitled to leave with pay calculated at the rate of time and one-half (1½) for each hour worked beyond 2100 hours on any day Monday to Thursday and beyond 1700 hours on Friday.

- 12.08 Notwithstanding clause 12.07, an employee required to work on a day of rest or a designated paid holiday shall be entitled to leave with pay as follows:

- (a) on a Friday after 1700 hours until Saturday 2400 hours, at the rate of time and one-half (1½) the employee's hourly rate of pay,
- (b) on a Sunday at the rate of double (2) the employee's hourly rate of pay except when an employee requests that required overtime be worked on a Sunday, then time and one-half (1½) the employee's hourly rate of pay shall apply,
- (c) on a designated paid holiday as defined in Article 15 (Designated Paid Holidays), at the rate of time and one-half (1½) the employee's hourly rate of pay in addition to the pay the employee would have received had the employee not worked on the designated paid holiday.

All calculations for leave under this clause shall be based on each completed hour worked; however, a minimum of two (2) hours' compensation shall be provided for required overtime on any one (1) day.

- 12.09 The Institute shall make every reasonable effort to grant leave earned under this Article to an employee at such times and of such duration as the employee requests. Where the Institute has concerns about the feasibility of any request for leave, an authorized representative of the Institute shall consult with the employee forthwith. The employee shall make every reasonable effort to use compensatory leave earned in such a manner as to minimize payments. Otherwise, the Institute reserves the right to schedule leave earned pursuant to this Article.

12.10 Liquidation of Leave Credits

- (a) Compensatory leave credits earned up to and including December 31st in a calendar year and outstanding on September 30th of the following calendar year shall be liquidated through a payment to the employee by October 31st at a rate determined by multiplying the hourly rate of pay of the employee as of September 30th by the number of hours of outstanding leave credits unless such credits have been scheduled, using compensatory time by the end of the calendar year. The Employer shall notify the employee of its intention to liquidate the credits and inform the employee of when the liquidation will occur.
- (b) In addition to clause 12.10(a) above, once every four months, at the discretion of the employee, all or a portion of leave credits earned under this Article outstanding on a date chosen by the employee shall be liquidated through a payment to the employee at the employee's rate of pay at the time the leave credits are liquidated.

12.11 Call Back

- (a) Notwithstanding clause 12.07, when an employee, after having completed their normal hours of work, and has left their place of work and prior to reporting for their next regular scheduled work period, is called back to work for a period of non-contiguous overtime or has received less than twenty-hour (24) hours' notice of a possible requirement to work overtime, they shall be entitled to the greater of:
 - i. compensation equivalent to three (3) hours' pay at the applicable rate for overtime if the employee is required to leave their residence (or place of rest) and one (1) hour's pay at the applicable rate for overtime if the work is done at the employee's residence (or place of rest), or
 - ii. compensation at the applicable rate for their overtime worked.
- (b) When an employee is called back to perform work under the conditions described in clause 12.11(a) and is required to use transportation services other than normal public transportation services, they shall be reimbursed for reasonable expenses incurred as follows:
- (c) Time spent by the employee, called back to work, travelling to work or returning to their residence, shall not constitute time worked.

12.12 Meal Allowances

- (a) When an employee is required to work a period of three (3) hours or more of overtime contiguous to their normal working hours, or contiguous to seven (7) hours of overtime on a day of rest or designated holiday, they shall be compensated at the appropriate rate for a meal break of reasonable duration and shall receive the applicable dinner rate of the Institute Travel Policy for meal expenses.
- (b) When an employee is required to attend a meeting at their normal workplace which has started in the morning and continues beyond 1300 hours, the employee shall be compensated \$10 for lunch.
- (c) When an employee who is not in travel status is required to work at a place other than their normal workplace for a period of four (4) hours or more they shall be compensated for meal expenses as follows:
 - i. applicable rate of the Institute Travel Directive when a meeting or hearing which has started in the morning continues beyond 1300 hours
 - ii. dinner expenses as provided in 12.12(a).
- (d) The meal expenses specified in clause 12.12 shall not be paid when meals are provided at Institute expense, so long as the dietary requirements of the employee are met.

12.13 Compensation for overtime which is paid to an employee during a period covered by a retroactive pay increase will be recomputed and the difference between the amount paid on the old salary basis and the amount payable on the new salary basis will be paid to the employee. Former employees (or their estates) who would derive a benefit from this clause must submit a claim for recomputed overtime within ninety (90) days of the signing date of this Agreement.

12.14 Cancellation or Alteration of Leave

- (a) When the Institute cancels or alters a period of compensatory leave of an employee which has been approved by the Institute prior to the leave, the employee shall be reimbursed for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Institute may require.
- (b) The Institute agrees to only recall an employee from compensatory leave in the event of an emergency. For the purpose of this Article, an emergency is defined as a situation in which no other qualified employee is available to perform the function.

ARTICLE 13

TRAVELLING TIME

- 13.01 (a) When, in the performance of Institute business, an employee is required by the Institute to travel, time necessarily spent by the employee in such travel shall be compensated for as time worked.
- (b) The Institute shall authorize and schedule such travel, including the means of transport.
- (c) Subject to operational requirements, employees will not be required to travel after 2200 hours.
- 13.02 For the purpose of this Article, the expression "travel" includes time spent in transit, including delays caused by the weather, equipment breakdowns, etc., but does not include time spent by an employee once they have arrived at their destination.

ARTICLE 14

CLASSIFICATION AND PAY

- 14.01 (a) Existing positions shall bear the classifications set out in Appendix "A" (Classifications).
- (b) If a new position is created within the bargaining unit during the life of this Collective Agreement, the Institute shall provide the Union with the point ratings and classification level for the position. The classification of that position shall then be subject to negotiations between the Institute and the Union.
- (c) If the duties of an existing position are substantially changed by the employer in a material way, the Institute shall provide the Union with the point ratings and classification level for the position. The classification of that position shall then be subject to negotiations between the Institute and the Union.
- (d) If the parties are unable to agree on the classification of the position in question, such dispute may be submitted to the grievance and binding arbitration procedures.
- (e) Upon written request, an employee shall be entitled to a complete and current position description of their position within sixty (60) calendar days from the date of the request. This date may be extended with the consent of the parties.
- 14.02 Subject to Appendix "A" (Classifications) and Appendix "B" (Rates of Pay), an employee shall be paid in the range of rates applicable to the classification level of their position.
- 14.03 (a) The incremental date of an employee shall be the anniversary date of their initial appointment, except in circumstances described in 14.03(b).
- (b) An employee who is promoted/reclassified shall receive their new rate of pay effective the date of their promotion/reclassification. Their increment date shall then become the anniversary date of their promotion/reclassification subject to 14.07(e).
- (c) An employee whose probation is extended shall receive an annual increment upon the successful completion of probation retroactive to the first anniversary of the employee's date of hire.
- (d) An employee's pay increment is an increment equivalent to four percent (4%) of that employee's salary, not to exceed the maximum of the pay range.

14.04 When two (2) or more of the following actions occur on the same date, namely, appointment, pay increment, pay revision, the employee's rate of pay shall be calculated in the following sequence:

- (a) he shall receive their pay increment;
- (b) their rate of pay shall be revised;
- (c) their rate of pay on appointment shall be established in accordance with this Agreement.

14.05 Rates of Pay on Promotion

When an employee is appointed to a position bearing a higher maximum rate of pay than their former position, they shall be paid an increment equal to four percent (4%) of their salary or the minimum of the salary scale for the new position, whichever is greater.

14.06 Rates of Pay on Transfer

When an employee is appointed to a position bearing the same or lower maximum rate of pay, they shall be paid at a rate of pay which is not less than their old rate of pay or to the maximum rate of pay applicable to their new position whichever is less.

14.07 Acting Pay

- (a) When an employee is required by the Institute to perform a significant number of the duties of a position having a higher maximum rate of pay for a period equivalent to the normal weekly hours of work, the employee shall receive acting pay calculated as if the employee had been appointed to the position with the higher maximum rate of pay.
- (b) Increments in an acting position shall normally be based on the initial date of appointment to the substantive position. When an increment is granted to an employee in their substantive position, pay in the acting range shall be adjusted accordingly. An employee who is at the maximum of their range in the substantive position shall be eligible for an increment in the acting position one (1) year from the date of appointment to the acting position.
- (c) When a designated paid holiday occurs during the period described in clause 14.07(a), the designated paid holiday shall be included and represent the equivalent of the normal daily hours of work for the purpose of the prescribed period.

- (d) An employee in receipt of a bilingual bonus in their substantive position will continue to receive it in their acting position.
 - (e) Time in an acting position will count as time served when an employee is subsequently appointed to the higher position, provided this time is continuous and contiguous to the appointment to the higher position.
 - (f) If a member of the bargaining unit takes on the duties of an excluded position for a period of not more than thirty (30) days, they will continue to be subject to the terms of this agreement.
- 14.08 When a person terminates their employment with the Institute during a period covered by a retroactive pay increase, their salary shall be recomputed and the difference between the amount paid on the old salary basis and the amount payable on the new salary basis from the commencement of the retroactive period to the date their employment terminates shall be paid to them.
- 14.09 At its discretion, the Institute may grant an employee more than one (1) increment per year.
- 14.10 Institute employees will be paid by direct deposit every two (2) weeks.
- 14.11 The Institute agrees to pay an annual bilingual bonus of twelve hundred dollars (\$1,200.00) to the incumbents in positions classified at Levels G1 to G3 who meet the following bilingual requirements of the position they occupy:
- (a) the employee is required to perform their duties in the French and English languages, and
 - (b) the employee meets the language profile of the position as determined by the Institute.
- 14.12 The Institute agrees to pay all retroactive settlements within ninety (90) calendar days of the signing of this Collective Agreement.
- 14.13 The Institute agrees to continue the past practice of making payroll deductions for employees for the following purposes on the basis of appropriate documentation:
- (a) United Appeal (Way),
 - (b) Canada Savings Bonds,
 - (c) CS Co-op.

ARTICLE 15

DESIGNATED PAID HOLIDAYS

15.01 The following days shall be designated paid holidays for employees of the Institute:

- (a) New Year's Day
- (b) Family Day
- (c) Good Friday
- (d) Easter Monday
- (e) The day fixed by proclamation of the Governor-in-Council for celebration of the Sovereign's Birthday
- (f) Canada Day
- (g) The first Monday in August
- (h) Labour Day
- (i) National Day for Truth and Reconciliation Day
- (j) The day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving
- (k) Remembrance Day
- (l) Christmas Day
- (m) Boxing Day
- (n) One (1) additional day proclaimed by an Act of Parliament as a national holiday.

15.02 Clause 15.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated paid holiday, except when that employee is on leave without pay pursuant to Article 9 (Time Off for Union Business) in order to conduct Union business.

15.03 Holiday Falling on a Day of Rest

When a day designated as a paid holiday coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following their day of rest.

15.04 When a day designated as a paid holiday for an employee is moved to another day:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest
- (b) work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.

15.05 Holiday Coinciding with a Day of Leave

Where a day that is a designated holiday for an employee fall within a period of leave with pay, the holiday shall not count as a day of leave.

ARTICLE 16

VACATION LEAVE

The Institute will make every reasonable effort to grant vacation leave to an employee at such time as they choose.

- 16.01 (a) Vacation leave credits shall be earned at the rate of 11.67 hours per month on initial appointment to a maximum of 140 hours per calendar year.
- (b) When the employee has completed nine (9) years of service, the rate will be increased by seven (7) hours per year for each completed year of employment after the 9th year of employment with the Institute to a maximum of two hundred and forty-five (245) hours.
- (c) An employee shall earn vacation leave credits for each calendar month during which they receives pay for at least ten (10) days.
- (d) At the beginning of each calendar year, the Institute shall advance vacation leave entitlements for that calendar year.
- (e) Vacation leave entitlements used in a calendar year but not earned shall be deducted from the subsequent year's vacation leave entitlements as of January 1 of the second year.
- (f) Upon termination of employment, any vacation leave entitlements advanced but not earned shall be deducted from any benefits the employee may become entitled to under this Agreement.
- (g) Vacation leave shall normally be taken in the year that it is earned.
- 16.02 An employee who is not employed for a full calendar year will be credited with vacation leave in accordance with the rates specified in clause 16.01 but their entitlement shall be prorated to the number of months for which they receive pay for at least 10 days.
- 16.03 Cancellation, Alteration or Recall
- (a) When the Institute cancels or alters a period of vacation leave of an employee which has been approved by the Institute prior to the leave, the employee shall be reimbursed for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Institute may require.

- (b) The Institute agrees to only cancel or alter a period of vacation leave or recall an employee from vacation leave in the event of an emergency. For the purpose of this Article, an emergency is defined as a situation in which no other qualified employee is available to perform the function.

16.04 Liquidation of Unused Vacation Leave

- (a) Once per calendar year, an employee shall be entitled to voluntarily liquidate through a payment to the employee any earned but unused vacation leave credits in excess of their current annual entitlement, outstanding on a date chosen by the employee. The calculation of such liquidation through a payment to the employee shall be obtained by multiplying the number of hours requested by the hourly rate of pay applicable to the employee as at the date of the request.
- (b) Notwithstanding the above, the Institute reserves the right to liquidate, through a payment to the employee, after March 31st but before the end of the calendar year, at the employee's rate of pay on the date of liquidation, earned but unused vacation leave credits in excess of two hundred and eighty (280) hours on December 31st of the preceding calendar year. The Employer shall notify the employee of its intention to liquidate the credits and inform the employee of when the liquidation will occur.
- (c) Notwithstanding (b) above, any vacation leave requested by the employee but denied by the Institute shall not be liquidated and may, at the request of the employee, be carried over to the following year.
- (d) When the employment of an employee is terminated for any reason whatsoever, the employee or their estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave to their credit by the hourly rate of pay to which they are entitled at the time of the termination of their employment.

16.05 Where, in respect of any period of vacation or compensatory leave, an employee is granted:

- (a) bereavement leave,
- (b) sick leave,
- (c) court leave,

the period of vacation or compensatory leave so displaced shall either be added to the leave period if requested by the employee and approved by the Institute or reinstated for use at a later date, subject to the presentation of such documentation as the Institute may require.

ARTICLE 17

SICK LEAVE

17.01 An employee shall earn sick leave credits at the rate of 8.75 hours for each calendar month for which they receive pay for at least ten (10) days.

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

- (a) he satisfies the Institute of this condition in such a manner and at such time as may be determined by the Institute, and
- (b) he has the necessary sick leave credits.
- (c) Notwithstanding the provisions of clauses 17.01 and 17.02(b), where an employee has insufficient or no credits to cover the granting of sick leave with pay and otherwise satisfies the provisions of clause 17.02, sick leave credits will be advanced to the employee to provide sick leave with pay for a period of up to thirty (30) days. In the case of employees with less than one year of service, sick leave credits will be advanced for a period of up to fifteen (15) days.
- (d) Any advance of sick leave credits shall be conditional upon a mutually agreed repayment plan. An employee shall repay advanced sick leave credits that remain outstanding from a combination of earned sick leave, earned overtime compensation and annual vacation leave credits and/or payroll deductions. In the absence of mutual agreement, advanced sick leave credits may be recovered from salary at the rate of one day owed per pay period.

An employee shall retain and use a minimum of two (2) weeks earned annual vacation leave credits during each year of the repayment plan.

- (e) Notwithstanding the provisions of Article 17.02(c), where an employee has insufficient sick leave credits to cover their absence for reason of illness, but has accumulated vacation or compensatory leave, they may elect to convert such leave credits to sick leave.
- (f) Upon termination of employment, any sick leave credits advanced pursuant to clause 17.02(c) which have not been subsequently earned pursuant to clause 17.01, will be deducted from any benefits the employee may have become entitled to pursuant to Articles 12 (Overtime), 13 (Travelling Time), 16 (Vacation Leave), 24 (Severance Pay) and 36 (Christmas Shutdown).

- 17.03 Unless otherwise informed by the Institute, a statement signed by the employee describing the nature of their illness or injury and stating that because of this illness or injury they were unable to perform their duties shall, when delivered to the Institute, be considered as meeting the requirements of clause 17.02.
- 17.04 An employee shall not be granted sick leave with pay during any period in which they are on leave of absence without pay, or under suspension.
- 17.05 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.
- 17.06 Sick leave credits earned but unused by an employee during a previous period of employment at the Institute shall be restored to an employee who is recalled by the Institute within one (1) year from the date of lay-off.
- 17.07 Medical or fitness evaluations which are required prior to the employee's return to work, shall be at the employer's expense, without loss of pay, and shall not be deducted from the employee's sick leave credits.

ARTICLE 18

OTHER LEAVE WITH OR WITHOUT PAY

18.01 Bereavement Leave With Pay

- (a) When a member of an employee's immediate family dies, the employee shall be entitled to bereavement leave with pay for a period of up to thirty-five (35) and may, in addition, be granted up to fourteen (14) hours' leave with pay for the purposes of travel related to the death.
- (b) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of their grandparent, grandparent-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, aunt or uncle of the employee.
- (c) It is understood that for the purposes of this Article, the family of a common-law partner is covered by the wording in the same manner as the family of a legal spouse.
- (d) It is recognized by the parties that the circumstances which call for leave in respect to bereavement are based on individual circumstances. On request, the Institute may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided in clauses 18.01(a) and (b), or in respect of persons not specified in clauses 18.01(a) to (c). Such leave shall not be unreasonably denied.

18.02 The total leave with pay which may be granted under clauses 18.02 (a) to (d) shall not exceed thirty-five (35) hours in a calendar year.

Other Leave With or Without Pay

At its discretion, the Institute may grant:

- (a) leave with pay for up to one (1) day when changing principal residence or when circumstances not directly attributable to the employee prevent them reporting for duty. Such leave will not be unreasonably withheld.
- (b) leave without pay for purposes other than those specified in this Agreement.
- (c) an employee may be granted a reasonable amount of time off for the purpose of attending religious services or spiritual services, religious or spiritual holidays, or Indigenous, First Nations, Métis or Inuit cultural practices.

(d) Leave With Pay for Marriage

Thirty-five (35) hours' marriage leave for the purpose of getting married provided that the employee gives the Institute at least five (5) days' notice.

18.03 The total period of leave with pay granted under clauses 18.03 shall not exceed forty-nine (49) hours in a calendar year. The amount of leave available under Clause 18.03 for an employee who is not employed for a full calendar year, during the first or last year of employment for employees who resign, retire or are terminated for cause, shall be pro-rated to the number of months for which they receive pay for at least 10 days.

The Institute shall grant leave with pay under the following circumstances:

(a) Leave With Pay for Medical or Dental Appointments

Subject to operational requirements and submission of a written request, periods of time off without loss of pay up to three-and-half (3½) hours shall be granted to an employee for the purpose of a medical or dental appointment. An employee is expected to make every reasonable effort to schedule medical or dental appointments to minimize or preclude their absence from work.

(b) Leave With Pay for Family-Related Responsibilities

(1) An employee is expected to make every reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude their absence from work; however, when alternate arrangements are not possible, an employee shall be granted up to three-and-a-half (3½) hours for a medical or dental appointment when the dependent family member is incapable of attending the appointment by themselves, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible.

(2) Up to fourteen (14) consecutive hours of leave with pay to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternative arrangements where the illness is of a longer duration.

(c) Leave With Pay for Birth or Adoption of a Child

Seven (7) hours' leave with pay for needs directly related to the birth or to all types of adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.

(d) Discretionary Leave

Seven (7) hours' leave with pay at the discretion of the employee subject to operational requirements.

18.04 At the request of an employee and short of undue hardship on the employer, reasonable time off with pay shall be granted to observe religious occasions in accordance with the employee's religious or spiritual beliefs, or Indigenous, First Nations, Métis or Inuit cultural practices. Time off granted under this article shall be made up in a manner which is reasonable to both the employee and the employer at the employee's straight-time rate of pay.

18.05 Court Leave With Pay

The Institute shall grant leave with pay to an employee for the period of time they 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, otherwise than in the performance of the duties of their position, in any proceeding held:
 - i. in 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 Committee of the Senate or House of Commons,
 - 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,
 - v. before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

18.06 Injury-on-Duty Leave With Pay

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Institute. Such leave will only be granted when a claim has been made pursuant to the Provincial Workers' Compensation Board and a Workers' Compensation authority has notified the Institute that it has certified that the employee is unable to work because of:

- 18.06 (a) personal injury accidentally received in the performance of their 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 their employment,

or

- (c) exposure to hazardous conditions in the course of their employment,

if the employee agrees to remit to the Institute any amount received by them 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 their agent has paid the premium.

18.07 Leave Without Pay for the Care and Nurturing of Pre-School Age Children or Sick or Elderly Parents

Subject to operational requirements, an employee shall be granted leave without pay for the care of pre-school age children or sick or elderly parents in accordance with the following conditions:

- (a) an employee shall notify the Institute, in writing, four (4) weeks in advance of the commencement date of such leave, except in cases where an emergency would prevent giving such notice;
- (b) leave granted under this clause shall be for a minimum period of four (4) weeks;
- (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment with the Institute;
- (d) leave granted under this clause 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 from the years of employment for the purpose of calculating vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes;
- (f) the granting of such leave shall not be unreasonably withheld.
- (g) an employee who wishes to return before the expiration of the leave without pay shall give the Institute as much notice as possible of their intention to do so; such notice shall not be less than four (4) weeks.

18.08 Leave Without Pay for Relocation of Spouse

- (a) At the discretion of the Institute, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to three (3) years to an employee whose spouse is temporarily relocated.
- (b) Leave without pay granted under this clause shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay and from years of employment for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.
- (c) an employee who wishes to return before the expiration of the leave without pay shall give the Institute as much notice as possible of their intention to do so; such notice shall not be less than four (4) weeks.

18.09 Leave Without Pay for Personal Needs

The Institute shall make every reasonable effort to grant leave, in the following manner:

- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.
- (b) Subject to operational requirements, leave without pay for a period of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
- (c) An employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during their total period of employment with the Institute. Leave without pay granted under this clause may not be used in combination with other forms of leave without the consent of the Institute. Leave granted under this clause for a period of more than three months shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay and from years of employment for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes.

18.10 Maternity Leave Without Pay

This clause is subject to any applicable legislation such as, but not limited to, the *Employment Insurance Regulations* and the Québec Parental Insurance Plan (QPIP).

- (a) An employee who is pregnant shall, upon request, be granted maternity leave without pay beginning before, on or after the termination date of pregnancy and ending no later than eighteen (18) weeks after the termination date of pregnancy.

i. Notwithstanding 18.10(a) above:

- (1) where the employee's newborn child is hospitalized within the period defined in 18.10(a) above; and
- (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 the newborn child is hospitalized;

the period of maternity leave without pay defined in 18.10(a) above shall, at the employee's request, 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 returned to work, to a maximum of eighteen (18) weeks.

ii. The extension described in 18.10(a)(i) above shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

- (b) The Institute may require an employee to submit a medical certificate certifying pregnancy.

- (c) An employee who has not commenced maternity leave without pay may elect to:

- i. use earned vacation and compensatory leave credits up to and beyond the date that the pregnancy terminates;
- ii. use the sick leave credits up to and beyond the date that the pregnancy terminates, subject to the provisions set out in Article 17 (Sick Leave). For purposes of this clause, illness or injury as defined in Article 17 (Sick Leave) shall include medical disability related to pregnancy.

- (d) An employee shall inform the Institute in writing of the plans for taking leave with and without pay to cover the absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.

- (e) Leave granted under this clause shall be counted for the calculation of continuous employment for severance pay and years of employment for vacation. Time spent on such leave shall be counted for pay increment purposes (Article 14) and seniority (Article 33).

18.11 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Employment Benefit (SEB) Plan described in 18.13(c), provided that they:
 - i. have completed six (6) months of continuous employment before the commencement of the maternity leave without pay;
 - ii. provide the Institute with proof that they have applied for and is in receipt of Employment Insurance (EI) pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* or the QPIP in respect of insurable employment with the Institute; and
 - iii. have signed an agreement with the Institute stating that:
 - (1) the employee will return to work on the expiry date of the maternity leave without pay unless this date is modified with the Institute's consent;
 - (2) within eighteen (18) months following the return from maternity leave without pay, they will work an amount of hours paid at straight-time calculated by multiplying the number of hours in the work week on which the maternity allowance was calculated by twenty-six (26);
 - (3) should the employee fail to return to work as per the provisions of 18.11(a)(iii)(1) and (2) for reasons other than death or lay-off, the employee recognizes that they are indebted to the Institute for the amount received as a maternity allowance, proportionate to the amount of hours not worked in relation to the hours to be worked as specified in 18.11(a)(iii)(2) above.
 - iv. upon application by the employee, and at the discretion of the Institute, all or a portion of the requirement to return to work for the period established by sub-clause 18.11(a)(iii)(2) may be waived.
 - v. for the purpose of 18.11(a)(iii)(2), periods of leave with pay shall count as time worked.

- (b) Maternity allowance payments made in accordance with the SEB Plan will consist of the following:
- i. where an employee is subject to a waiting period before receiving EI maternity benefits, an allowance of ninety-three percent (93%) of the weekly rate of pay for each week of the waiting period less any other monies earned during this period; and
 - ii. for each week that the employee receives a maternity benefit pursuant to Section 22 of the *Employment Insurance Act*, or QPIP they are entitled to receive, the difference between the benefits the employee is eligible to receive, and ninety-three percent (93%) of the weekly rate of pay less any other monies earned during the period.
 - iii. Where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, the employee is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three per cent (93%) of the weekly rate of pay for each week, less any other monies earned during this period.
- (c) The weekly rate of pay referred to in 18.11(b) shall be:
- i. For a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
 - ii. For an employee who has been employed on a part-time or on a combined full-time during the six months preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in sub-clause 18.11(c)(i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- (d)
- i. The weekly rate of pay referred to in 18.11(c)(i) and (ii) shall be the rate to which the employee is entitled for the substantive level to which they are appointed.
 - ii. Notwithstanding sub-clause 18.11(d)(i), and subject to sub-clause 18.12(c)(ii), if, on the day immediately preceding the commencement of maternity leave without pay, an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.

- (e) Where an employee is eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (f) The maternity allowance to which an employee is entitled is limited to that provided in 18.11(b) and an employee will not be reimbursed for any amount that the employee may be required to repay pursuant to the *Employment Insurance (EI) Act* or *QPIP*.

18.12 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a newborn child (including the newborn child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for either:
 - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option), or
 - ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for either:
 - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option), or
 - ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in paragraphs (a) and (b) above may be taken in two periods.
- (d) Notwithstanding paragraphs (a) and (b):
 - i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay, or
 - ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while

the child is hospitalized, the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

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

18.13 Parental Allowance

Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two options, either:

- Option 1: standard parental benefits, 18.13, paragraphs (c) to (k), or
- Option 2: extended parental benefits, 18.13, paragraphs (l) to (t).

Once an employee elects the standard or extended parental benefits and the weekly benefit top-up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.

Under the Quebec Parental Insurance Plan (QPIP), parental allowance is payable only under Option 1: standard parental benefits.

Parental allowance administration

(a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) or (l) to (r), providing they:

- i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
- ii. provides the Employer with proof that they have applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance Plan or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer, and
- iii. has signed an agreement with the Employer stating that:
 - A. the employee will return to work the Institute on the expiry date of their or the parental leave without pay, unless the return-to-work date is modified by the approval of another form of leave;
 - B. following the return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the standard parental allowance in addition to the period of time referred to in section 18.11(a)(iii)(2), if applicable. Where the employee has elected the extended parental allowance, following the return to work, as described in section (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 18.11(a)(iii)(2), if applicable.
 - C. should the employee fails to return to work as described in section (A) or should they return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), they will be indebted to the Employer for an amount determined as follows:

(allowance received)	x	(remaining period to be worked, as specified in (B), following the Return to work)
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(total period to be worked as Specified in (B))

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

- (b) For the purpose of sections (a)(iii)(B) and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

Option 1: standard parental allowance

- (c) Parental allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee on parental leave without pay as described in subparagraphs 18.12(a)(i) and (b)(i), has elected to receive standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-five per cent (95%) of the weekly rate of pay for the waiting period, less any other monies earned during this period;
 - ii. for each week the employee receives parental, adoption or paternity benefits, under the Employment Insurance Plan or the Quebec Parental Insurance Plan, they are eligible to receive the difference between ninety-five per cent (95%) of their weekly rate and the parental, adoption or paternity benefits, less any other monies earned during this period which may result in a decrease in their or the parental, adoption or paternity benefits to which the employee would have been eligible if no extra monies had been earned during this period;
 - iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity under the Quebec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-five per cent (95%) of their weekly rate of pay for each week, less any other monies earned during this period;
 - iv. where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Quebec Parental Insurance Plan for the same child and either employee

thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-five per cent (95%) of their weekly rate of pay for each week, less any other monies earned during this period;

- v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, they are eligible to receive a further parental allowance for a period of one (1) week, ninety-five per cent (95%) of the weekly rate of pay for each week, less any other monies earned during this period.
 - vi. where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-five per cent (95%) of their weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 18.13(c)(v) for the same child;
- (d) At the employee's request, the payment referred to in subparagraph 18.13(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance Plan parental benefits.
 - (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that they are required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in Quebec.
 - (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which they are appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate, the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum combined, shared, maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined maternity and parental leave without pay.

Option 2: extended parental allowance

- (l) Parental allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee on parental leave without pay as described in subparagraphs 18.12(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, sixty (60%) of the weekly rate of pay for the waiting period, less any other monies earned during this period;
 - ii. for each week the employee receives parental benefits under the Employment Insurance, they are eligible to receive the difference between sixty (60%) of the weekly rate and the parental benefits, less any other monies earned during this period which may result in a decrease in the parental benefits to which they would have been eligible if no extra monies had been earned during this period;
 - iii. where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, they are eligible to receive a further parental allowance for a period of one (1) week, sixty (60%) of the weekly rate of pay for each week, less any other monies earned during this period.

- iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, sixty (60%) of their weekly rate of pay for each week, less any other monies earned during this period;
- (m) At the employee's request, the payment referred to in subparagraph 18.13(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- (n) The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that they are required to repay pursuant to the *Employment Insurance Act*.
- (o) The weekly rate of pay referred to in paragraph (l) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
 - ii.
 - iii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- (p) The weekly rate of pay referred to in paragraph (l) shall be the rate to which the employee is entitled for the substantive level to which they are appointed.
- (q) Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate, the employee was being paid on that day.
- (r) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.

- (s) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (t) The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

18.14 Domestic violence leave

For the purposes of this article domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from someone with whom the employee has or had an intimate relationship.

- (a) The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- (b) Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence from someone with whom the employee has or had an intimate relationship shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
 - i. to seek care and/or support for themselves or their dependent child in respect of a physical or psychological injury or disability;
 - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
 - iii. to obtain professional counselling;
 - iv. to relocate temporarily or permanently; or
 - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- (c) The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.
- (d) The Institute may, in writing and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

ARTICLE 19

CAREER DEVELOPMENT

Preamble

The parties recognize that in order to maintain and enhance professional expertise related to employment with the Institute, employees, from time to time, need to have an opportunity to attend or participate in career development activities described in this article.

19.01 Education Leave

- (a) 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 additional or specialized studies in some field of endeavour in which specialized preparation is needed to enable them to fill their present role more adequately, or to undertake studies in some field in order to provide a service which the Institute requires or is planning to provide. Such request cannot be unreasonably denied. If denied, the employer shall provide reasons in writing.
- (b) An employee on education leave under this clause shall receive allowances in lieu of salary equivalent to not less than fifty per cent (50%) of their basic salary provided that 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.
- (c) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave, to return to the service of the Institute for a period of not less than the period of leave granted. If the employee, except with the permission of the Institute, or for circumstances beyond the employee's control,
 - i. fails to complete the course,
 - ii. does not resume employment with the Institute on completion of the course,
 - iii. ceases to be employed for reasons other than lay-off or death, before termination of the period they have undertaken to serve after completion of the course,they shall repay the Institute all allowances paid to them under this clause during the education leave or such lesser sum as shall be determined by the Institute.

- (d) Where an employee takes a course outside of working hours, the Institute will reimburse the employee not less than fifty per cent (50%) of the cost of such course, subject to Institute approval, which will be sought prior to participation in the course, and evidence of satisfactory completion of the course. The Institute will permit reasonable latitude in hours of work to enable employees to attend such courses.
- (e) Education leave at half-pay will be granted on request to an employee for the purpose of research or study in professionally related fields at the rate of one-sixtieth (1/60) of an academic year for each completed month of service prior to the 20th of July, 1973, provided that the Institute may limit an employee to taking a period of one (1) academic year at a time.
- (f) Education leave with pay will be granted to an employee for the purpose of study prior to an exam, providing that they are in a certificate, diploma or degree program pre-approved by the employer. Such leave will be given at the rate of 7 hours maximum per course.

19.02 Attendance at Conferences/Conventions/Workshops and Seminars

- (a) Subject to operational requirements, an employee shall be permitted to attend a reasonable number of work-related conferences, conventions, workshops or seminars in order to benefit from an exchange of knowledge and experience with their professional colleagues. The Institute may grant leave with pay and reasonable expenses, including registration fees to attend such gatherings. Such request cannot be unreasonably denied. If denied, the employer shall provide reasons in writing.
- (b) The Institute may direct an employee attending a function pursuant to clause 19.02(a) to deliver a summary of that function to their manager and/or section.
- (c) The Institute may request an employee to attend conferences or courses which it considers to be in its interests. In this event, the employee will be considered to be on duty and will be reimbursed for all reasonable expenses incurred, including course costs.
- (d) An employee shall not be entitled to any compensation under Article 12 - Overtime and Article 13 - Travelling Time in respect of hours they are in attendance at or travelling to or from a conference or convention under the provisions of this Article, except in the circumstances covered by sub-clause 19.02(b).

- (e) Employees may be permitted to participate in Institute training programs, subject to operational requirements, budgetary constraints and space availability. The Institute may grant leave with pay and reasonable expenses to attend such training programs.

19.03 Career Training Program

- (a) The parties recognize that employees, from time to time, may express an interest in pursuing career development opportunities in order to further their career goals. Approval of requests for a career training program will be subject to operational requirements, however requests for a career training program will not be unreasonably denied by Management. A career training program will normally, but not necessarily be restricted to, circumstances where the employee is seeking to qualify for a position that is within one (1) pay level higher than their current pay level, and where the Institute has an identified current or future need.
- (b) The purpose of the career training program is to provide an opportunity for employees to gain the necessary experience to meet the basic requirement of experience for the position in which they have expressed an interest. Interested employees will meet with Human Resources and discuss their objectives and the qualifications required for the position in which they are interested. Human Resources will coordinate career training opportunities for Institute employees.
- (c) Once a request for a career training program is approved by the appropriate Manager, the respective supervisor and the employee will develop a career training plan which will be forwarded to the Manager and Human Resources for approval. The employee and the Union will be provided with a copy of the career training plan prior to the start date. The plan will be focused on assisting employees attain the experience required to meet the basic requirement for experience in the statement of qualifications for the classification identified in the training program.
- (d) Once the career training plan is approved, the employee will be periodically assessed by the supervisor and the Manager against the training plan. When the training plan has been successfully completed, the employee will be deemed to have met the basic experience requirement as stated in the statement of qualifications for which they have been trained and this will be recorded on the employee's personal file. Employees participating in a career training program may be required to perform some of the duties of their substantive position.
- (e) Career training activities will be accomplished without recourse to the acting pay provisions of the Collective Agreement (Clause 14.07).

- (f) It is recognized that employees may work on their own time and with other employers to gain the necessary experience. Such work will not be compensated by the Institute.

19.04 Upon application by an employee, the employer will reimburse the annual membership fees paid to one legal society or one labour relations association or any applicable professional association. Reimbursement will not include the following:

- (a) insurance fees
- (b) initiation fees
- (c) supplementary levies
- (d) retroactive fees

19.05 Employee Development

- (a) When a position within the Institute becomes vacant and there are no qualified candidates to fill the position, the Employer may appoint an individual to engage in an Employee Development Program if that individual, in the opinion of the Employer, is not sufficiently qualified to fill the position.
- (b) As a minimum requirement, an employee wishing to participate in an Employee Development Program must possess either the required education or relevant experience, or a combination thereof, for the position they are seeking to fill.
- (c) The duration of the Employee Development Program shall be one (1) year. The Employer may exercise its discretion to shorten the period of the Program where appropriate. Also at its discretion, the Employer may extend the Program for up to one (1) additional year. The Program shall be prepared at the outset of the assignment, shall be approved by the Manager, and shall include a provision for the ongoing monitoring and assessment of the employee's progress. The employee and the Union will be provided with a copy of the Program and shall be provided the opportunity to consult. Prior to the end of the Program, the Employer shall assess the employee's accomplishments and overall development. Following the successful completion of the Employee Development Program, the employee shall be appointed to the position and be paid at the appropriate level in accordance with Article 14.05 of the collective agreement.

- (d) An employee participating in an Employee Development Program will be paid within the salary range of the grade one level below the position for which the employee is being developed or at the rate of pay in their substantive position, whichever is greater.
- (e) Should the Employer determine at its discretion that an employee hired from outside the Institute engaged in an Employee Development Program has not successfully completed the Program, the employment contract shall be terminated. An employee hired from outside the Institute to engage in an Employee Development Program shall be paid at the rate of pay of a position one pay level lower than the position for which they are being developed.
- (f) ~~OBJ~~ The Employee Development Program may be subject to a sixty (60) day trial period, whereby the Employee may return to their substantive position. Should the Employer determine at its discretion that an employee engaged in an Employee Development Program has not successfully completed the Program after the trial period, the employee shall be considered as a candidate for current vacant positions for which the employee is qualified. In the event there are no suitable vacant positions, the employment contract shall be terminated and the employee shall be paid severance pay equal to the amount obtained by multiplying half (1/2) of their weekly rate of pay by the number of completed years of their continuous employment to a maximum of twenty-six (26) years less any period in respect of which they were granted severance pay by the Institute. In the event that such employee is eligible to retire the provisions of Article 24.02(b) shall apply. An employee in receipt of such severance shall forfeit all rights to reinstatement.
- (g) Employees who have successfully completed an Employee Development Program must remain in the position for which they were developed for an equivalent period of time. The Institute reserves the right to recover any amounts paid for education if the employee fails to meet this requirement.

ARTICLE 20

DISCIPLINARY ACTION

- 20.01 The Institute may take disciplinary action against any employee for just and sufficient cause.
- 20.02 Notwithstanding any other provision of this Agreement, an employee discharged from employment under the provisions of this Article who has at least ten (10) years of service shall be entitled to payment of one (1) month's salary.
- 20.03 An employee who is to be the subject of disciplinary action shall be informed by management and given the right to have a representative of the Union present during all disciplinary interviews.
- 20.04 In cases of suspension without pay, the employee may be suspended immediately, but where the employee files a formal grievance, the employee shall continue to receive full pay and benefits until the grievance and arbitration procedures have been completed.

ARTICLE 21

STAFFING OF POSITIONS

- 21.01 (a) Wherever feasible, the Institute shall provide career development opportunities for its employees by filling vacant positions from within the staff complement. The selection of employees for vacant or new positions shall be on the basis of merit. Where merit is deemed equal, seniority shall be the determining factor.
- (b) The Institute shall notify the Union on a monthly basis in writing of all hirings, transfers, promotions, retirements, resignations and leaves of absence of thirty (30) or more working days.
- 21.02 (a) When the Institute staffs a position within the bargaining unit, the Institute shall notify the Union, and post notices of the competition via email and on the Institute intranet site for a minimum period of two (2) weeks.
- (b) When the Institute creates a new position within the bargaining unit, the Union shall be notified.
- (c) When the Institute staffs a position outside the bargaining unit, the Institute shall post notices of the competition via email and on the Institute intranet site.

21.03 Competitions

The Employer shall advertise all vacancies and newly created positions in the Bargaining Unit internally and externally. Selections will be restricted initially in the following order:

- i. First, qualified employees within the bargaining unit currently on the lay-off list;
- ii. Then, qualified employees within the bargaining unit;
- iii. Then, qualified employees within the bargaining unit of IAMAW Local Lodge 907;
- iv. Then, other qualified employees of the Institute;
- v. Then, external applicants.

When qualified candidates are identified, an offer of appointment to the position being staffed shall be made to qualified candidates in descending order of merit. In the case of employees being equally qualified for the

position, the offers of appointment will be made on the basis of seniority.

At its discretion, the Institute may establish an eligibility list of qualified candidates which may be used to staff new or vacant positions of a similar nature within a six (6) month period. When an eligibility list is established, a copy shall be provided to the Union.

- 21.04 When the Institute staffs a position which will be vacant for a period of at least six (6) months or a term position created for at least six (6) months' duration, the position shall be staffed in accordance with the procedures established by this Article. When a qualified candidate is identified, an acting appointment may be made and the employee will return to their substantive position when the vacancy or term position ceases.
- 21.05 (a) All promotions and voluntary transfers shall be subject to a ninety (90) day trial period.
- (b) During the trial period, if the applicant proves to be unsatisfactory in the new position or if they wish to revert voluntarily to their former classification level, they shall be returned to their former classification and level, if a vacancy exists. If a vacancy at the former classification level is not available, every reasonable effort shall be made to offer the employee a position at a lower classification level for which they are qualified.
- 21.06 Notwithstanding the provisions of articles 21.01 through 21.05 inclusive, an employee engaged in an Employee Development Program will be appointed to a position for which they were involved in a development plan upon successful completion of the development plan as specified in article 19.05 (Employee Development).

ARTICLE 22

PROBATION

- 22.01 (a) Indeterminate employees hired by the Institute shall be on probation for twelve (12) months from the initial date of employment.
- (b) The period of probation referred to in this Article may be reduced or extended on the authority of the Institute provided that the total period the employee is on probation does not exceed eighteen (18) months. When the Institute modifies an employee's probation period, the Union shall be notified.
- (c) Term employees shall be on probation for the duration of the term so long as the probation does not extend past twelve (12) months.
- (d) A notice extending probation of an employee must be given to the employee, in writing, prior to the termination of the employee's current probationary period
- (e) The Institute may terminate the employment of a probationary employee at any time for cause provided that the employee is given notice, in writing, or pay in lieu thereof of at least two (2) weeks.
- (f) The probationary period does not include any period of leave without pay of more than 30 consecutive calendar days.

ARTICLE 23

LAY-OFF AND RECALL

23.01 Notice of Lay-Off

The employer will make every reasonable effort to avoid lay-offs through the reduction of the use of casual and contract personnel and term employees as well as voluntary lay-offs or other means mutually agreed to by the parties. Prior to the issuance of any lay-off notice, the Institute will consult with the Union on the application of this Article, one month prior to issuance of any lay-off notice.

- (a) When the Institute lays off an employee, they shall be given one (1) month's notice for each complete year of service to a maximum of twelve (12) months' notice. The minimum notice period shall be three (3) months. The Union shall be provided with written notice of such lay-off at the same time as the employee is notified.
- (b) At the discretion of the Institute, the employee may be paid in cash for all or a portion thereof of the unfulfilled notice period mentioned above.
- (c) An employee on leave without pay, whose substantive position has been declared surplus, shall be given notice of lay-off as provided in this Article.

23.02 Lay-Off Process

- (a) Employees who have been identified for lay-off will have the right to be appointed, without competition and in order of seniority, to any vacant or newly-created position within the bargaining unit of an equal or lower classification level for which they could reasonably be qualified within six months of the appointment.
- (b) Once the Institute has identified the type of position(s) or classification(s) affected and every reasonable effort has been made to accomplish reductions through the termination of casual and contract personnel, lay-off(s) shall occur in the following order:
 - i. term employees in reverse order of seniority;
 - ii. subject to operational requirements, volunteer indeterminate employees in order of seniority;
 - iii. indeterminate employees in reverse order of seniority.

- (c) Employees who have been identified for lay-off will have a right to displace any other employee with less seniority in an equivalent or lower classification level for which they must be qualified within six (6) months after the displacement occurs.
- (d) Employees who, as a result of this Article, move to a position having a lower classification, will continue to be paid at the rate of pay applicable to the employee's original classification for a period of three (3) years from the date of notice of lay-off.
- (e) If, at the end of the three (3) year period in clause 23.02(d) above, the employee still occupies a position at a lower classification, they will then be paid at the rate applicable to that position that is nearest to but not less than their current rate of pay. If no such rate exists, they will be paid at the maximum rate of pay applicable to that lower level position.
- (f) Employees who volunteer for lay-off as provided for in clause 23.02(b)(ii) shall receive the same notice, severance and outplacement benefits as employees selected on an involuntary basis.

23.03 Recall

- (a) An employee who has been laid off will continue to be an employee on lay-off status with right of recall to a vacant position for which they are qualified at an equal or lower classification level than that held by them at the time of lay-off, for a period of one (1) year from the date of lay-off.
- (b) Employees who are laid off and subsequently recalled to a position with a lower level classification than their former substantive position, will receive all pay entitlements provided by this Agreement for their former substantive position, if applicable, for a period of two (2) years from the date of appointment following recall.
- (c) Subject to the insurance carrier's policies, an employee may opt to maintain all benefits stipulated in clause 25.01(e) (Health Care and Vision Care) for a period of one (1) year from the date of lay-off, the full cost of the premium to be paid by the employee.
- (d) The Institute shall notify the employee at their last known email address and mailing address by registered mail to return to work. A copy of this notice shall be given to the Union. An employee who fails to return to work within thirty (30) calendar days of receipt of the registered notice, shall be deemed to have abandoned their recall rights. Upon agreement by the parties, the thirty (30) days shall be extended.

23.04 Outplacement Services

An employee who has been given notice of lay-off shall be entitled to outplacement services from a firm and services mutually agreed between the Institute and the employee. The maximum paid for such services will be ten (10) weeks at the employee's rate of pay on the date of notification of lay-off. Outplacement services shall commence no later than thirty (30) days following the date of lay-off.

23.05 Severance Pay

- (a) An employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of lay-off.
- (b) In the case of an employee who is laid off for the first time, the amount of severance pay shall be seventy (70) hours' pay for the first year and thirty-five (35) hours' pay for each succeeding year of continuous employment and in the case of a partial year of continuous employment, thirty-five (35) hours' pay multiplied by the number of days of continuous employment divided by 365.
- (c) In the case of an employee who is laid off for a second or subsequent time, the amount of severance pay shall be thirty-five (35) hours' pay for each completed year of continuous employment and in the case of a partial year of continuous employment, thirty-five (35) hours' pay multiplied by the number of days of continuous employment divided by 365 less any period in respect of which they were granted severance pay by the Institute.

23.06 Seniority

An employee shall lose all seniority for either of the following reasons:

- (a) if they are laid off and fails to return to work within thirty (30) calendar days from the receipt of the Institute's notice by registered mail to return to work, or
- (b) if they are laid off and the time elapsed from their date of lay-off exceeds one (1) year.

23.07 An employee who, after receiving notice of lay-off from the Institute, accepts other employment within the period of lay-off notice, shall cease to be an employee. A person who is not an employee shall receive no benefits, other than severance pay, under the provisions of this Article.

ARTICLE 24

SEVERANCE PAY

24.01 Resignation

An employee shall normally give four (4) weeks' notice of their intention to resign. Provided an employee gives not less than two (2) weeks' notice or such shorter period as the Institute may agree, an employee who has ten (10) or more years of continuous employment is, subject to clause 24.03, entitled to be paid on resignation from the Institute, severance pay equal to the amount obtained by multiplying half (1/2) of their weekly rate of pay on resignation by the number of completed years of their continuous employment to a maximum of twenty-six (26) years less any period in respect of which they were granted severance pay by the Institute.

24.02 Retirement

- (a) Subject to applicable human rights legislation and to the terms of the Institute pension plan, the normal age of retirement from the Institute is sixty (60) years.

The normal retirement date of an employee shall be the first (1st) of the month following the attainment of age sixty (60).

- (b) On termination of employment, an employee who has ten (10) or more years of continuous employment and who is entitled to an immediate annuity under the Institute pension plan shall be paid severance pay equal to the product obtained by multiplying their weekly rate of pay on termination of employment by the number of completed years of their continuous employment and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365 to a maximum of thirty (30) years, less any period in respect of which they were granted severance pay by the Institute.

24.03 Death

When an employee dies, there shall be paid to their estate an amount determined in accordance with clause 24.02(b) regardless of any other benefits payable.

ARTICLE 25

PENSIONS AND INSURANCE

25.01 The Institute agrees to continue the following benefit plans subject to changes required by legislation:

- (a) The Institute Pension Plan as amended from time to time (see Appendix "E"). When a meeting of the Board of Directors is scheduled to discuss the pension plan, the Union will be advised of its opportunity to have an observer present for any open session and will be entitled to receive information, attend presentations, ask questions and make recommendations to the Board with respect to the pension plan. As an observer, the Union representative shall not participate in the deliberation of the issues for decision by the Board.
- (b) Life Insurance - employee contribution rate of twenty percent (20%) of the premium;
- (c) Accidental Death and Dismemberment - employee contribution rate of twenty percent (20%) of the premium;
- (d) Insurance for Employees Travelling on Institute Business - one hundred percent (100%) paid by the employer;
- (e) Health Care and Vision Care - employee contribution rate of 20% and use of the Great West Life Drug Formulary and Generic Drugs;
- (f) Employee Assistance Program - one hundred percent (100%) paid by the employer;
- (g) Long Term Disability Insurance - one hundred percent (100%) paid by the employer;
- (h) Reciprocal Pension Transfer Agreement with the Government of Canada, and
- (i) National Joint Council Staff Side Dental Plan - one hundred percent (100%) paid by the employer.

25.02 The Institute agrees to provide IAMAW Local Lodge 3011 with the valuation data of the Institute Pension Plan, as soon as it becomes available from the actuary.

25.03 The Institute will provide to each employee not later than June 30th of each year, an annual pension statement as of December 31st of the preceding year.

25.04 Employees have the right to apply for participation in group plans made available, from time to time, to the Institute and to Institute members and for the continuation of group life, auto and home insurance for retired and laid-off members of the Union should the plans allow such coverage and should there be no additional cost to the Institute.

ARTICLE 26

TRAVELLING EXPENSES

- 26.01 The Institute reserves the right to determine by what means travel will be undertaken when conducting Institute business.
- 26.02 When an employee is required by the Institute to use their personal vehicle on Institute business, they shall be paid a kilometric rate and parking fees as provided in the Institute Travel Policy as it applies to Institute members, as amended from time to time.
- 26.03 When an employee is required to participate in training at a location away from their normal place of work, all such hours shall be considered as time worked, and they shall be reimbursed for all reasonable travel and meal expenses.

ARTICLE 27

JOINT CONSULTATION

- 27.01 The parties agree to consult at least three times per year on matters which they consider to be of mutual interest.
- 27.02 Within a reasonable period of time before the introduction of a major change or improvement in structures resulting in major changes in working procedures, the Institute will inform the Union, in writing, of its intentions.
- 27.03 The employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The employer will welcome suggestions on the subject from the Union and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury or occupational illness.

ARTICLE 28

EMPLOYEE FILES

- 28.01 Upon written request an employee, or someone designated by them in writing, shall have the right to see their personnel file in the presence of the Human Resources Officer or their delegate. A Union representative may be present as an observer if requested by the employee. The employee, on request, shall be provided a copy of any item on their file.
- 28.02 There shall be only one (1) personnel file for each employee located in Human Resources and the Institute shall not, for any purpose, use information relative to an employee that has not been made a part of their personnel file and as a consequence made available to them.
- 28.03 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 28.04 The Institute agrees not to introduce as evidence in a hearing relating to disciplinary action any document, the content of which the employee was not aware had been included in their personnel file.

ARTICLE 29

GENERAL

29.01 The Institute shall continue the present practice of reimbursing reasonable cleaning and/or replacement costs for employees who occupy the following positions:

- (a) Print Shop and Mail Room Clerk,
- (b) any other employees required to perform or assist in duties similar to those of the above positions,

who, in the regular performance of their duties, soil or damage their clothing.

29.02 The Institute shall reimburse up to \$200 per calendar year, upon provision of appropriate receipts, for safety footwear for employees who occupy the position located in the Print Shop and Mail Room.

ARTICLE 30

PART-TIME EMPLOYEES

30.01 General

- (a) Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal scheduled weekly hours of work compared with the normal weekly hours of work of full-time employees unless otherwise specified in this Agreement.
- (b) Part-time employees shall be paid at the hourly rate of pay for all work performed up to seven (7) hours in a day or thirty-five (35) hours in a week unless the employee is working other daily or weekly hours of work as prescribed pursuant to Article 11 - Hours of Work.
- (c) The days of rest provisions of this Collective Agreement apply only in a week when a part-time employee has worked five (5) days and a minimum of thirty-five (35) hours in a week at the hourly rate of pay.
- (d) Leave will only be provided:
 - i. during those periods in which employees are scheduled to perform their duties
 - or
 - ii. where it may displace other leave as prescribed in this Agreement.

30.02 Designated Holidays

- (a) A part-time employee shall be paid for designated holidays in the same proportion as their normal daily hours of work compared with the normal daily hours of work of full-time employees.
- (b) Subject to Article 12 (Overtime), when a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 15.01 of this Agreement, the employee shall be paid time and one-half (1½) the hourly rate of pay for all hours worked on the holiday.

30.03 Overtime

- (a) "Overtime" means work required by the Institute, to be performed by the employee in excess of those hours prescribed in clause 30.01(b) but does not include time worked on a holiday.

- (b) Subject to Article 12 (Overtime), a part-time employee who is required to work overtime shall be paid at time and one-half ($1\frac{1}{2}$) for all overtime hours worked.

30.04 Vacation Leave

A part-time employee shall earn vacation leave credits for each month in which the employee received pay for at least twice the number of hours in the employee's normal work week, prorated for years of employment established in clause 16.01.

30.05 Sick Leave

A part-time employee shall earn sick leave credits at the rate of one-quarter ($\frac{1}{4}$) of the number of hours in an employee's normal work week for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal work week.

30.06 Vacation and Sick Leave Administration

- (a) For the purpose of administration of clauses 30.04 and 30.05, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

30.07 Severance Pay

Notwithstanding the provisions of Article 24 (Severance Pay), where the period of continuous employment in respect of which a severance benefit is to be paid consists of both full and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate classification level to produce the severance pay benefit.

- 30.08 The weekly rate of pay referred to in clause 30.07 shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in their letter of appointment, immediately prior to the termination of their employment.

ARTICLE 31

PERSONAL COMPUTERS AND WORK STATIONS

31.01 Employees who are required to work directly with personal computers shall do so under the following conditions:

- (a) Such employees are encouraged to have their eyes examined by an ophthalmologist of the employee's choice at least once per year.
- (b) The Institute shall take all reasonable measures to comply with the applicable legislation as it relates to personal computers.

31.02 Subject to budgetary constraints:

- (a) The Institute agrees to make every reasonable effort to ensure that each personal computer workstation is structured and situated in a manner which satisfies the visual and ergonomic requirements of the individual operator.
- (b) The Institute agrees that every employee required to operate computer equipment shall be provided with appropriate training as determined by the Institute. Such training shall be provided during normal hours of work with full pay and at no cost to the employee.

ARTICLE 32

SENIORITY

The application of this Article is subject to the provisions of Articles 22 (Probation) and 24 (Severance Pay).

32.01 The continuous length of service of an employee shall be the determining factor in layoffs, and recalls from lay-off, provided the employee with the greatest seniority has the ability to perform the work in question.

32.02 When two or more employees commence work on the same day, the employee whose offer of employment is the earliest will have the greater seniority.

32.03 Periods of leave without pay of more than thirty-five (35) hours' duration, other than union leave, maternity leave, parental leave, adoption leave, injury-on-duty leave and deferred salary leave, shall not count for the calculation of seniority.

32.04 Seniority List

- (a) Within thirty (30) days of the end of the Institute's fiscal year, the Institute shall provide the Union with a seniority list covering all employees in the bargaining unit.
- (b) Employees appointed on an indeterminate basis to positions outside the bargaining unit shall retain their accrued seniority for a period not to exceed one (1) year from the date of appointment. Following the expiry of the preceding limits, the employee's name shall be deleted from the seniority list.

32.05 Temporary Assignment Outside of the Bargaining Unit

- (a) An employee who is temporarily assigned to a position outside of the bargaining unit for a period of not more than thirty (30) days shall not suffer any loss of seniority, service or benefits and shall be subject to check-off in accordance with Article 7.
- (b) An employee who is temporarily assigned to a position outside of the bargaining unit for a period of more than thirty (30) days, shall have their names returned to the seniority list upon their re-entry into bargaining unit.

Temporary assignments outside of the bargaining unit of greater than one (1) year will be subject to the agreement of the parties.

- (c) The union will be provided notice prior to the commencement of the transfers mentioned above.

- (d) It is understood and agreed that an employee may decline or, with thirty days written notice, terminate such a temporary assignment at any time within the periods specified in this section.

32.06 The seniority of part-time employees shall be determined on a pro-rata basis in accordance with the proportion of full-time hours worked.

32.07 An employee shall lose all seniority for any of the following reasons:

- (a) if they voluntarily resigns;
- (b) if they are discharged for cause and subsequently is not reinstated;
- (c) if they are laid off and the time elapsed from their date of lay-off exceeds one (1) year.

ARTICLE 33

DISCRIMINATION

33.01 The Institute and the Union agree that there shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced by any of their representatives in respect of an employee by reason of political affiliation at the federal, provincial or municipal levels, age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, marital status, family status, disability, Indigenous identity, ancestry, citizenship, source of income, social disadvantage, freedom of conscience, gender identity or gender expression, record of offences or membership or activity in the Union.

ARTICLE 34

HARASSMENT-FREE WORKPLACE

34.01 The Institute and the Union are committed to providing a harassment-free workplace. It is agreed that reasonable attempts will be made by an employee experiencing harassment to resolve the issue directly with the individual allegedly committing the harassment and to advise such individual that their endeavor is unacceptable and unwelcome. If attempts to resolve the issue in this manner do not succeed in a cessation of the harassment, then the following procedures may be invoked. Where circumstances are such that the employee experiencing the harassment cannot reasonably be expected to confront the harasser, the employee may choose to advise their own manager of the alleged harassment or, if the Director is the individual allegedly committing the harassment, the individual to whom the Director reports.

34.02 Definition

- (a) "harassment" means any unwelcome or unwanted action(s) by any person(s) that occur in an Institute-related setting (i.e., office, other worksites, business-related trips, lunches or social functions) that humiliates, insults, demeans, embarrasses or degrades. The action can be verbal or physical, on a single or repeated basis.
 - i. "unwelcome" or "unwanted" in this context means any action(s) which the person knows, or ought reasonably to know, is not desired by the recipient.
- (b) "employment-related harassment" means harassment of any employee or member of the Institute which occurs:
 - i. in the workplace of the Institute;
 - ii. anywhere else as a result of employment responsibilities or employment relationships;
 - iii. any other place where an employee may be due to their responsibilities to, or at the invitation of, the Institute, or
 - iv. as a result of abuse of authority but shall not include the legitimate exercise of an individual's supervisory authority.
- (c) "complainant" means a person who alleges that harassment has taken place.
- (d) "respondent" means a person or persons who is or are alleged to have harassed the complainant(s).

34.03 Redress Options

An employee who feels they have been subjected to harassment may choose to file a complaint in accordance with clause 34.08 (a) and (b). Following mediation, a complainant who remains dissatisfied has the right to proceed by exercising their options under:

- (a) Article 5 (Grievance Procedure) or
- (b) Article 34.08(c) (Investigation).

Selection of one (1) of the above redress options shall then preclude use of the other redress option with respect to the complaint.

34.04 Confidentiality

- (a) The parties agree to protect the interests of the complainant, the respondent and any others who may report incidents of harassment, by maintaining confidentiality throughout the process. A breach of confidentiality may be subject to discipline.
- (b) All records of complaints, including contents of meetings, interviews, results of investigations and other relevant material, will be kept confidential by Human Resources.

34.05 Rights and Responsibilities

- (a) Complainants have the right:
 - i. to file a complaint without fear of embarrassment or reprisals;
 - ii. to full confidentiality at all times;
 - iii. to obtain information about the review/investigation of their complaint;
 - iv. to the cooperation of those responsible for reviewing the complaint;
 - v. to be informed of the results of the investigation and the corrective action taken, and
 - vi. to receive fair treatment.
- (b) Respondents have the right:
 - i. to be informed that a complaint has been filed;

- ii. to be provided with a written statement of the allegations and to be given an opportunity to respond to them;
 - iii. to full confidentiality at all times;
 - iv. to the cooperation of those responsible for reviewing the complaint;
 - v. to be informed of the results of the investigation;
 - vi. to receive fair treatment, and
 - vii. in the event of the imposition of any disciplinary measures against them, to recourse through the grievance and arbitration process provided for in Articles 5 (Grievance Procedure) and 6 (Grievance Arbitration) respectively.
- 34.06 If the complainant or respondent requests, they may be represented by a representative of the Union throughout all stages of the investigation of the complaint. The complainant and respondent shall advise the Institute, in writing, of the name of their representative. Should such a request occur, Human Resources shall contact the named Union representatives prior to commencing the investigation.
- 34.07 (a) If the respondent is in the Human Resources department, the role of Human Resources as provided for in clauses 34.06 and 34.08 will be filled by the General Counsel.
- (b) If the respondent is the President of the Institute, the role of Human Resources as provided for in clauses 34.06 and 34.08 will be filled by a member of the Executive Committee.

34.08 Procedure

- (a) Filing a Complaint
- i. A complaint must be submitted in writing, clearly stating the allegation, and must be forwarded or sent directly to Human Resources and marked "personal and confidential".
 - ii. Human Resources will provide written acknowledgement of receipt of the complaint within five (5) working days, and can request further clarification from the complainant or their representative prior to advising the respondent that a complaint has been received.
 - iii. Human Resources will provide the respondent with a copy of the complaint within five (5) working days of receipt.

- ii. Human Resources shall forward all correspondence and documentary information related to the complaint and response to the General Counsel and marked "personal and confidential".
- iii. Human Resources shall advise the parties that all correspondence and documentary information related to the complaint and responses are to be forwarded to the General Counsel and marked "personal and confidential".

In cases where the complaint is against or involves General Counsel, 34.08 (a)(iv) and 34.08 (a)(v) do not apply.

- iv. Human Resources shall inform the respondent(s) and their representative(s) that they have ten (10) working days within which to respond to the allegations.
- v. Human Resources shall provide the complainant with a copy of the respondent's(s') response to the complaint.
- vi. Following these initial steps, the parties have ten (10) working days to decide to proceed to either mediation, if mutually agreeable, or to the investigation.
- vii. The time frames referred to in (ii) to (vii) inclusive above shall not be extended without the written consent of the complainant and the respondent.

(b) Mediation Stage

- i. In the event the parties agree to attempt to resolve the matter through mediation, a mutually-acceptable outside mediator shall be appointed within ten (10) working days of the decision to proceed to mediation. The mediator shall be provided with all relevant documentation by the Institute within five (5) working days of their appointment.
- ii. The mediation process shall commence at the earliest opportunity.
- iii. The mediator and the parties will determine and agree to the terms of reference for mediation.
- iv. Should mediation not be successful, an investigation may be initiated.

(c) Investigation Stage

- (i) The choice of an investigator shall be by mutual consent between the parties. All costs related to the investigation shall be borne by the Institute.

Unless all parties agree, the investigator will be someone different from the mediator.

- (ii) The investigator and the parties will determine and agree to the terms of reference for the investigation. If the parties are unable to agree, the investigator will determine the scope of the investigation.
- (iii) The investigator will be provided with all relevant information related to the complaint. Each party will be provided with copies of the statements and documentation provided by the other.
- (iv) Upon completion of the investigation, the complainant, the respondent and their representatives will be advised, in writing, of the results of the investigation and any recommendations for corrective measures. Such information will be treated as confidential by the parties and their representatives.
- (v) The parties will be given ten (10) working days to make written comments to Human Resources with respect to the report and recommendations. Human Resources will, within five (5) working days, forward the report and recommendations, together with comments received, to the responsible Manager who will render a decision within ten (10) working days of receipt of the information.
- (vi) Where the respondent is a Manager, Human Resources will forward the report and recommendations together with comments received to the Director who will render a decision within ten (10) working days of receipt of the information.
- (vii) Where the respondent is in the Human Resources department the General Counsel will forward the report and recommendations together with comments received to the President, or designate, who will render a decision within ten (10) working days of receipt of the information.
- (viii) Where the respondent is the President, the Executive Committee will forward the report and recommendations together with comments received to the Board of Directors who will render a decision within 10 working days of receipt of the information.

34.09 The Union agrees that an employee who files a complaint of harassment in which it is determined that the complaint was frivolous and made with malicious intent may be deemed to have harassed the respondent and may be subject to discipline.

ARTICLE 35

CHRISTMAS SHUTDOWN

35.01 The Institute agrees to grant employees time off without loss of pay for the twenty-one (21) hours between Christmas and New Year's Day.

ARTICLE 36

DEFERRED SALARY LEAVE PLAN

- 36.01 Subject to prior approval of the Institute, the provisions of this Collective Agreement and any applicable legislation, an employee may be eligible for Deferred Salary Leave for up to one (1) year.
- 36.02 Deferred Salary Leave is defined as a period of leave without pay of not less than six (6) consecutive months that is to commence immediately after a period not exceeding six (6) years after the date on which the earnings deferral for the leave of absence commences. An employee is entitled to take such leave once during employment with the Institute. A written commitment from the employee to return to work for a period equal to the leave of absence is required. This position is guaranteed, upon return from leave, subject to the application of any termination of employment provisions of this Agreement.
- 36.03 Approval of participation in the Deferred Salary Leave Plan is subject to the following conditions:
- (a) no conflict of interest;
 - (b) operational requirements;
 - (c) only one (1) employee from the bargaining unit absent during any period on Deferred Salary Leave, and
 - (d) seniority, when operational requirements are not a determining factor, will determine the application to be approved.
- 36.04 Employees applying for participation in the Deferred Salary Leave Plan must do so at least eighteen (18) months prior to the planned commencement of the leave. The application must include the proposed salary deduction arrangements and the activities planned during the period of leave.
- 36.05 The Institute will respond to any applications pursuant to clause 36.04 within thirty (30) days.
- 36.06 The Institute will deduct and transfer the required funds to the financial institution where the employee has established an appropriate trust account.
- 36.07 Salary deduction arrangements may be amended by mutual agreement in writing, provided such requests are received and approved three (3) months prior to the date for which the change is being requested but not later than six (6) months prior to the leave start date.

- 36.08 The Institute is not expected to provide advice on taxation implications. The employee should be cognizant of all tax issues pertaining to participation in the Deferred Salary Leave Plan.
- 36.09 An employee may withdraw from the plan no later than six (6) months prior to the planned leave date by giving written notice to the Institute. Withdrawal upon shorter notice will require the approval of the Institute.
- 36.10 When an employee withdraws from the Deferred Salary Leave Plan or terminates the Deferred Salary Leave, the employee will be responsible for the financial and/or taxation consequences of such withdrawal or termination.
- 36.11 If the Institute terminates the Deferred Salary Leave, the Institute will be responsible for the financial and/or taxation consequences of such termination.
- 36.12 Where an employee who is a participant in the Deferred Salary Leave Plan is laid off, the withdrawal notice period shall be waived and the employee shall have access to the accumulated fund. Should an employee die, obtain long-term disability benefits or should the employment be otherwise terminated prior to the commencement of the Deferred Salary Leave, the withdrawal notice period shall be waived and the estate or the employee shall have immediate access to the accumulated fund.
- 36.13 The employee may request that the leave be advanced or delayed where this will avoid the need to withdraw from the Plan. Subject to operational requirements, the Institute will make every reasonable effort to accommodate the employee's request.
- 36.14 Due to significant unforeseen operational circumstances beyond the Institute's control, and where no other feasible option exists, a participating employee's period of leave may be postponed by up to six (6) months at the Institute's request.
- 36.15 Employees fund the Deferred Salary Leave by authorizing the withholding of a portion of their basic salary, up to a maximum of thirty-three and one-third percent (33 1/3%), for deposit into a trust fund, on an ongoing basis prior to the leave period. Basic salary means a participating employee's annual rate of pay, including any retroactive pay adjustments, but does not include overtime or any other special payments such as allowances, lump-sum payments or bilingual bonus in accordance with clause 14.11.
- 36.16 When on Deferred Salary Leave, the employee will be responsible for payment of both the Institute and the employee shares of all benefit plans except for the pension plan for which the employee will make double the rate of employee contributions required by the plan.

36.17 The period of Deferred Salary Leave counts as pensionable service and for seniority purposes. However, Deferred Salary Leave does not count for the purposes of pay increments, vacation leave credits or entitlements, and sick leave credits or entitlements.

ARTICLE 37

TECHNOLOGICAL CHANGE

37.01 The Institute and the Union recognize the possible advantages of technological change to the Institute's operations.

37.02 Introduction

The Institute agrees to introduce technological change in a manner which, as much as possible, will minimize the disruptive effects on employees and services to the members of the Institute.

Where technological change is to be implemented, the Institute will seek ways and means of minimizing adverse effects on employees which might result from such changes.

37.03 Notice

The Institute will give the Union written notice of technological change at least four (4) months prior to the date the change is to be implemented. During this period, the parties will meet to consult on the steps to be taken to assist employees who could be affected.

37.04 Training

If, as a result of technological change, the Institute requires an employee to undertake additional training, the training will be provided to the employee. Such training shall be given during the hours of work whenever possible. Any training due to technological change shall be at the Institute's expense without loss of pay to the employee. Time spent on such training shall be considered hours worked.

37.05 Transfer and Lay-Off

If an employee's position is rendered redundant as a result of technological change, the provisions of Article 23 (Lay-Off and Recall) shall apply. If an employee is unable to adapt to technological change every effort shall be made to relocate that employee to an equivalent position for which they are qualified.

ARTICLE 38

CONTRACTING OUT

38.01 The Institute agrees that no employee shall be laid off or experience a downward reclassification of their position because some or all of the duties of their position are contracted out. The Institute will provide advance notification to the Union in situations where some or all of the duties of a position in the bargaining unit are contracted out.

ARTICLE 39

LANGUAGE TRAINING

- 39.01 Subject to budgetary constraints and prior approval by the Institute, an employee who requests official language training shall be reimbursed all reasonable costs. Fees associated with language training may be paid directly to the provider by the Institute. Employees who do not complete the language training will be required to reimburse language training fees to the Institute.
- 39.02 Official language instruction for employees who are seeking to improve their language skills of their own volition shall normally occur outside the employee's normal hours of work. Subject to operational requirements and the approval of the Manager, employees who are required to acquire a second official language or improve their language skills in order to meet the language requirements of their position may be permitted to attend language training during some portion of their normal hours of work.

ARTICLE 40

CHILD CARE

40.01 When an employee is required to travel on Institute business outside the National Capital Region or is required to work overtime within the National Capital Region and, as a result, incurs additional child care costs, the employee shall, subject to prior approval, be reimbursed reasonable expenses.

ARTICLE 41

WELLNESS GIFT

41.01 The parties recognize the mutual benefit in promoting employee wellness. To this end, the Institute agrees to provide a wellness gift upon request to employees who have completed one or more years of continuous employment in recognition of the employee's birthday, subject to the following terms:

- (a) The employee is actively at work or on approved leave at the time of the request.
- (b) The wellness gift may be provided once per calendar year to a maximum amount of \$500.
- (c) The wellness gift must be used to promote employee wellness. The Institute retains the right to determine the appropriateness of an employee's request.
- (d) The Institute will pay the provider of the product or service requested by the employee. The wellness gift shall not be paid directly to an employee.
- (e) The value of the wellness gift shall not be carried over from year to year.

ARTICLE 42

AGREEMENT RE-OPENER

- 42.01 This Agreement may be amended by mutual consent. If either party wishes to amend or vary this Agreement, it shall give to the other party notice of any amendment proposed and the parties shall discuss such proposal not later than one (1) calendar month after receipt of such notice.

ARTICLE 43

DURATION

- 43.01 The duration of this Agreement shall be from the date it is signed until March 31, 2026.
- 42.02 Unless otherwise expressly stipulated, the provisions of this Agreement become effective on the date of signing.
- 42.03 This agreement shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date identified in Article 42.01. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

SIGNED AT OTTAWA, ONTARIO, this 7 day of February 2024.

**THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA**

**THE INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS -
LOCAL LODGE 3011**

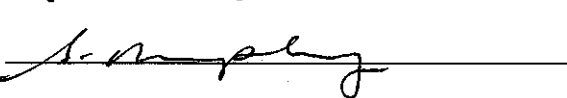
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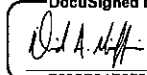








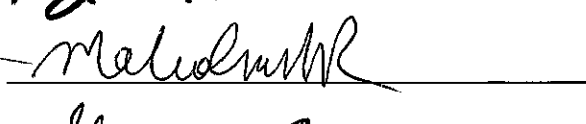


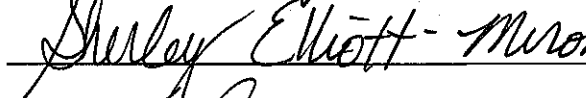
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APPENDIX "A"CLASSIFICATIONS

<u>Classification Level</u>	<u>Position Title</u>
G8	Negotiator, Technical Lead Senior Advisor, Strategic Bargaining Strategic Advisor, Pay Equity Team Lead, Compensation Team Lead, Labour Relations
G7	Data Architect Employment Relations Officer Negotiator Senior Classification and Pay Equity Officer Senior IT Project Manager Software Architect Systems Architect Team Lead, Communication Team Lead, Operations Team Lead, Political Action and Engagement Team Lead, Research Team Lead, Translation
G6	Advisor, Strategic Bargaining Classification Officer Corporate Services Officer Coordinator, Public Affairs Data Analyst Digital Strategist Economist Education Officer Labour Relations Officer Pension and Benefits Officer Senior Analyst Senior Political Action and Engagement Officer Senior Research Officer ServiceNow Developer Systems Administrator, DEV/OPS Systems Administrator, Cloud Computing Special Projects Labour Relations Officer – Phoenix Team Lead, Finance Team Lead, Member Services Web Developer, Full Stack

G5
Business Systems Analyst
Communications Officer
Event Systems Officer
Financial Reporting Officer
Graphic Designer
Marketing Specialist
Research Officer
Senior Informatics Officer
Senior Translator
Specialist, Digital Community Builder
Web Developer, Front End
Web Developer, Back End

G4
Audio Visual Systems Administrator
Database Developer
Informatics Officer
Informatics Specialist
Labour Relations Generalist
Meetings and Logistics Administrator
Membership Coordinator
Payroll and Benefits Administrator
Political Action and Engagement Officer
Technology and Scholarship Coordinator
Translator
Web Developer

G3
Administrative Coordinator Collective Bargaining
Classification Coordinator
Communications Coordinator
Compensation and Analysis Coordinator
Coordinator Informatics Technician
Coordinator Special Projects
Corporate Services Coordinator
Digital Adoption Coordinator
Digital Content Writer and Publisher
Education Coordinator
Electronic Records and Logistics Clerk
Finance Administrator
Finance and Accounts Receivable Coordinator
Help Desk Advisor/Steward
Negotiations Coordinator
Office Administrator

Senior Membership Clerk
Translation Coordinator

G2 Accounts Payable Clerk
 Accounts Receivable Clerk
 Administrative Assistant
 Membership Clerk
 Receptionist

G1 File Clerk
 Finance Clerk -
 Print Shop and Mailroom Clerk

Within thirty (30) days of ratification the Institute shall provide the Union with a list of bargaining unit positions, by section, in a format similar to Appendix "A" of the collective agreement expiring March 31, 2026. Thereafter, the list will be provided twice annually, on or about July 1st and December 31st.

APPENDIX "B"

RATES OF PAY

- A: Effective April 1, 2022
- B: Effective April 1, 2023 – 6%
- C: Effective April 1, 2024 – 4%
- D: Effective April 1, 2025 – 2%

LEVEL G1

A:	\$41,877	to	\$52,343
B:	\$44,390	to	\$55,484
C:	\$46,165	to	\$57,703
D:	\$47,089	to	\$58,857

LEVEL G2

A:	\$49,632	to	\$62,041
B:	\$52,610	to	\$65,763
C:	\$54,714	to	\$68,394
D:	\$55,809	to	\$69,762

LEVEL G3

A:	58,410	to	\$73,012
B:	\$61,915	to	\$77,393
C:	\$64,391	to	\$80,488
D:	\$65,679	to	\$82,098

LEVEL G4

A:	\$67,658	to	\$84,574
B:	\$71,717	to	\$89,648
C:	\$74,586	to	\$93,234
D:	\$76,078	to	\$95,099

LEVEL G5

A:	\$77,691	to	\$97,115
B:	\$82,352	to	\$102,942
C:	\$85,647	to	\$107,060
D:	\$87,359	to	\$109,201

LEVEL G6

A:	\$87,615	to	\$109,519
B:	\$92,872	to	\$116,090
C:	\$96,587	to	\$120,734
D:	\$98,519	to	\$123,148

LEVEL G7

A:	\$98,811	to	\$123,513
B:	\$104,740	to	\$130,924
C:	\$108,929	to	\$136,161
D:	\$111,108	to	\$138,884

LEVEL G8

A:	\$108,731	to	\$135,913
B:	\$115,255	to	\$144,068
C:	\$119,865	to	\$149,830
D:	\$122,262	to	\$152,827

LEVEL G9

A:	\$118,327	to	\$147,908
B:	\$125,427	to	\$156,782
C:	\$130,444	to	\$163,054
D:	\$133,053	to	\$166,315

APPENDIX "C"

MEMORANDUM OF UNDERSTANDING

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA AND
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS LOCAL
LODGE 3011

WITH RESPECT TO PENSION ADVISORY COMMITTEE

The parties agree to establish a Pension Advisory Committee pursuant to the results of the vote conducted subject to the *Ontario Pension Benefits Act*, R.S.O. 1990, c. P.8.

Terms of Reference for the Pension Advisory Committee shall include that:

Representation shall be proportional to the number of members in each group (IAMAW Local Lodge 3011, PIREC, and Management and excluded, non-management). The retirees shall be represented pursuant to paragraph 24(3) of the *Act*.

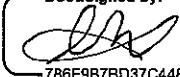
Each of the parties agrees to cover the costs for pension training and associated travel for any of its committee members who require training. Should the pension plan cover these costs for any of the parties, the pension plan shall cover these costs for all parties equally.

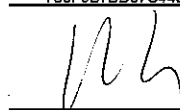

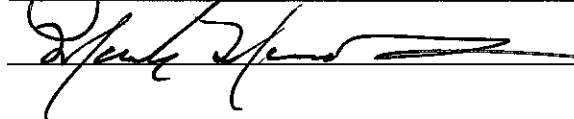
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**THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA**

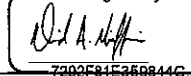
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AND AEROSPACE WORKERS -
LOCAL LODGE 3011**

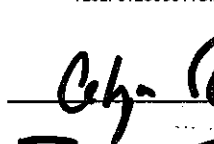
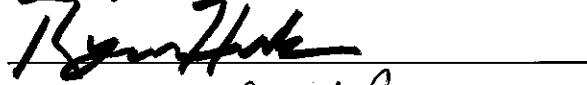
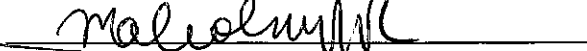
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APPENDIX "D"

MEMORANDUM OF AGREEMENT BETWEEN
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA
AND
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS LOCAL
LODGE 3011
WITH RESPECT TO THE INSTITUTE PENSION PLAN

The Institute agrees to amend the Institute Pension Plan for the members of the IAMAW Local Lodge 3011 to:



- (a) increase the benefit limit for each year of service to the lesser of \$2100 or the Income Tax maximum for post-2001 service only, and to the lesser of \$2200 or the Income Tax maximum for post-2013 service as follows:
 - i. effective April 1, 2016, the lesser of \$2,233 ($111,650 \times 2\%$) or the Income Tax maximum;
 - ii. effective April 1, 2017, the lesser of \$2,266.50 ($113,325 \times 2\%$) or the Income Tax maximum;
 - iii. effective April 1, 2018, the lesser of \$2,300.48 ($115,024 \times 2\%$) or the Income Tax maximum;
 - iv. effective April 1, 2023, the lesser of the maximum salary at the G7 level as set out in Appendix B or the Income Tax maximum;
- (b) increase the employee contribution rate of 11% of full salary to a maximum of \$111,650 effective April 1, 2016;
- (c) increase the employee contribution rate of 11% of full salary to a maximum of \$113,325 effective April 1, 2017;
- (g) increase the employee contribution rate of 11% of full salary to a maximum of \$115,024 effective April 1, 2018;
- (e) increase the employee contribution rate of 11% of full salary to a maximum of \$118,245 effective January 1, 2019;


- (f) increase the employee contribution rate of 11% of full salary to a maximum of \$124,500 effective January 1, 2020.
- (g) increase the employee contribution rate of 11% of full salary to the maximum of the G7 salary each year as set out in Appendix B.

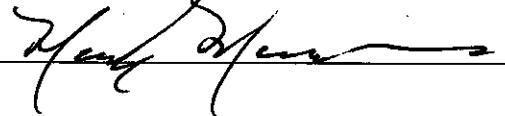
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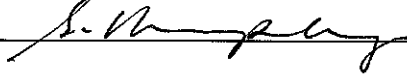
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OF THE PUBLIC SERVICE OF
CANADA**

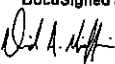
**THE INTERNATIONAL
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LOCAL LODGE 3011**


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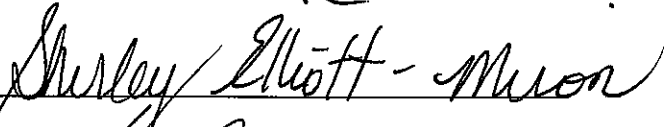



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APPENDIX "E"

MEMORANDUM OF AGREEMENT BETWEEN
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA
AND
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 3011
WITH RESPECT TO BENEFITS, POST-RETIREMENT BENEFITS AND MENTAL HEALTH

The purpose of this Memorandum of Understanding (MOU) is to confirm the parties' commitment to ongoing collaboration with regards to establishing a suitable employee and retirement benefits plan for Institute employees.

With consideration to the parties' shared commitment to this ongoing effort, the parties may, by mutual consent, re-open the collective agreement should a revision be necessary to support implementation of plan amendments including a retirement benefits plan, and improved mental health benefits.

The parties agree that the joint working group composed of two (2) representatives from each of the IAMAW Local Lodge 3011, the IAMAW-PIREC Local 907 and two (2) Management Representatives will be established to review the existing benefits plan and research post-retirement health benefits for retired employees.

The parties agree to meet in January 2024 to establish a monthly meeting schedule of the joint working group. Meetings of the working group shall occur during working hours and participation in the working group shall not result in a loss of pay or benefits to participants.

The working group shall establish its terms of reference, to include:

- Consultation with respect to the Employer's benefits program review; and
- Contributing to the needs identification for the benefits review request for proposals;
- Gathering data with respect to the employee and retirement benefits offered by comparable Union employers.

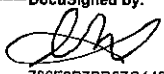
The working group is to complete its work and present its recommendations to the parties within twelve (12) months from the signing of the collective agreement. This date can be amended by mutual consent.

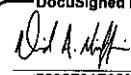
The employer agrees to provide the working group with all necessary information for the completion of this review, including full and complete disclosure of costing estimates from the Employer benefits provider(s) and consultant(s), and relevant demographic information.

SIGNED AT OTTAWA, ONTARIO, this 7 day of February 2024.

**THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA**

**THE INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS -
LOCAL LODGE 3011**

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Shirley Elliott - Union
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APPENDIX "F"

MEMORANDUM OF AGREEMENT BETWEEN

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS LOCAL
LODGE 3011

WITH RESPECT TO PAID EDUCATION LEAVE (PEL)

The Employer agrees to pay into a special fund, an annual payment in the amount of \$2500 to provide for a Paid Education Leave (PEL) program selected by IAMAW District 78, retroactive to April 1, 2019. Such payment will be remitted not later than April 1st annually to a trust fund established by IAMAW District 78.

SIGNED AT OTTAWA, ONTARIO, this 7 day of February 2024.

**THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA**

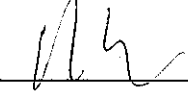
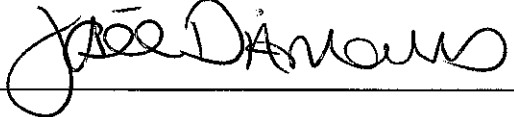
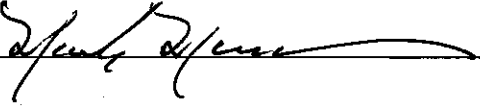
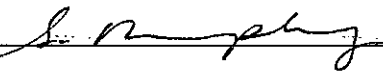
**THE INTERNATIONAL
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LOCAL LODGE 3011**





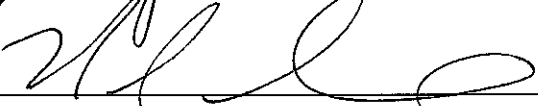
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APPENDIX "G"

MEMORANDUM OF UNDERSTANDING
between
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 3011 (IAMAW)

AND

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA
(the Institute)

REGARDING THE
Labour Relations (LR) Associate Training Program

Preamble

The Institute and IAMAW Local Lodge 3011 wish to enter into an understanding that would provide an opportunity for a graduate of a Masters of Industrial Relations (MIR) or equivalent degree program to gain experience in a national labour organization.

Nothing in this MOU will be construed as requiring the Institute to continue this program as that decision rests entirely with the Institute. The LR Associate may be assigned work in the IAMAW-PIREC Local, in which case the candidate will have their dues directed to that bargaining agent.

The Institute

The Institute may create a term employment position for a period of twelve (12) months for a maximum of two student(s) graduating from an Master Industrial Relations (MIR) or equivalent program in the year that the employment begins. This position is classified as a G4.

During the term, the Labour Relations Associate (i.e. the graduate) will rotate through a series of assignments designed to provide comprehensive work experience in the major areas of labour relation activities. Assignments may include such areas as negotiations, grievance representation, advocacy, mobilization, policy, research and classification.

At the start of each assignment, the immediate supervisor and the graduate will create a plan with learning goals and objectives for the assignment. The LR Associate will receive feedback and guidance at the end of each assignment.

Commencing September 2020, the annual salary for the LR Associate will be paid on a bi-weekly basis. This amount will be adjusted for subsequent years (September-August) by the same general economic increases found in APPENDIX B of this collective agreement.

The position will be located in the National Office of the Institute in Ottawa, Ontario. The parties recognize that the LR Associate may complete a portion of their term at another Institute office. Such regional assignments will be done by mutual agreement between the Institute and the LR Associate.

IAMAW Local Lodge 3011

The parties recognize that members of the IAMAW Local Lodge 3011 bargaining unit will be contributing to the development of the LR Associate and that the LR Associate will be performing work of the bargaining unit.

The Institute shall provide the LR Associate with a copy of the current collective agreement and contact information for the President of IAMAW Local Lodge 3011 or their designate at the time of the offer.

The LR Associate

The LR Associate will be a member of the IAMAW Local Lodge 3011 bargaining unit, will pay union dues based on their rate of pay, and will be subject to the terms and conditions of employment outlined in the collective agreement between the Institute and IAMAW Local Lodge 3011 with the exception of the following:

- | | | |
|------------------|---|---|
| Article 14 | - | Classification and Pay |
| Article 17.02(c) | - | (advanced sick leave) |
| Article 18.07 | - | Leave without pay for the care and nurturing of pre-school age children or sick or elderly parents |
| Article 18.08 | - | Leave without pay for the relocation of spouse |
| Article 18.09 | - | Leave without pay for personal needs |
| Article 18.11 | - | Maternity Allowance |
| Article 18.13 | - | Parental Allowance |
| Article 19.01 | - | Education leave |
| Article 19.03 | - | Career Training Program |
| Article 19.05 | - | Career development |
| Article 21 | - | Staffing |
| Article 22 | - | Probation period (subject to provisions noted below) |
| Article 23 | - | Layoff and recall |
| Article 24 | - | Severance pay |
| Article 25.01(a) | - | Institute pension plan |
| Article 25.01(g) | - | Long term disability insurance |
| Article 25.03 | - | pension statement |
| Article 32 | - | Seniority |
| Article 36 | - | Deferred salary leave plan |
| Article 39 | - | Language training |
| Article 41 | - | The LR Associate will only be entitled to the provisions of Article 41(Wellness Gift) once during their term. |

The LR Associate will be considered to be an internal candidate for staffing competitions.

Should the LR Associate, at the end of the term become an employee of the Institute, in a section in which they have worked, the LR Associate's accumulated service will be credited towards the probation period.

Review

Issues stemming from this MOU are appropriate topics for the Labour Management Consultation Committee.

Should either party have concerns at any time during the course of this agreement, such concerns will be discussed between the Director, Human Resources and the IAMAW Local Lodge 3011 President, Chief Steward or other designated member of the Local Lodge executive.

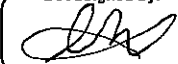
The parties agree to the above terms and conditions of employment for the LR Associate.

SIGNED AT OTTAWA, ONTARIO, this 7 day of February 2024.

**THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA**

**THE INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS -
LOCAL LODGE 3011**

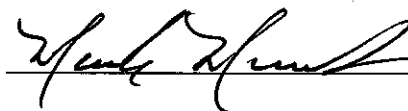
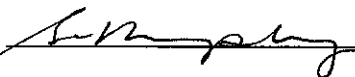
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Shirley Elliott-Miron



APPENDIX "H" - NEW

MEMORANDUM OF AGREEMENT BETWEEN
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA
AND
THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 3011
WITH RESPECT TO FINALIZING A REMOTE/HYBRID WORK MEMORANDUM OF
AGREEMENT

The parties agree that a joint working group, composed of two (2) senior representatives from each of the Union and management, will work to complete a memorandum of agreement providing for remote and hybrid work arrangements, respecting the following principles:

- 1) Maintaining Professional Services to Institute Membership;
- 2) Hybrid First;
- 3) Member Focus;
- 4) Equity, Diversity and Inclusion;
- 5) Empowered Leadership;
- 6) Engaged, Connected and Supported Employees;
- 7) Culture and Social Engagement; and
- 8) Productivity and Team Management.

The Institute agrees to maintain the existing hybrid work practices pending the completion of this review.

SIGNED AT OTTAWA, ONTARIO, this 7 day of February 2024.

APPENDIX "I" - NEW

MEMORANDUM OF AGREEMENT BETWEEN
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA
AND
THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 3011

WITH RESPECT TO PAY EQUITY

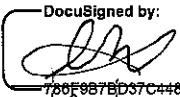
The parties agree that a joint working group, composed of two representatives with the option of observers or alternates from each of the Unions and Human Resources, to complete the requirements in establishing a pay equity plan in accordance with the Ontario Pay Equity Act, 1990, including the identification of male, female and neutral job classes, a gender-neutral comparison system, and an implementation date, timelines, and comparison methods.

The parties agree to convene by 1 April 2024, and shall complete a Pay Equity plan by the expiry of this collective agreement. All time spent working to satisfy this proposal will be considered time worked, and all resources required to complete this plan will be provided by the Institute.

SIGNED AT OTTAWA, ONTARIO, this 7 day of February 2024.

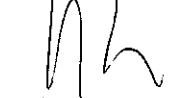
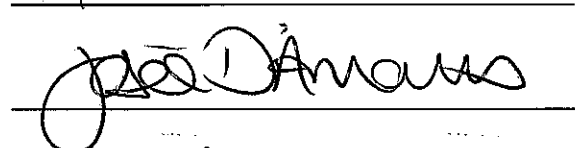
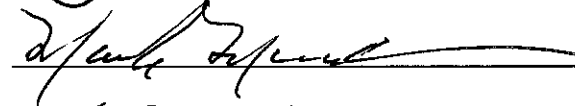
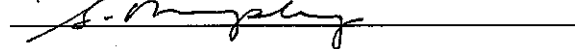
**THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA**



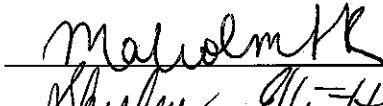
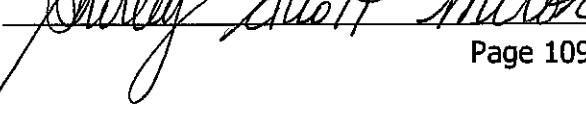
**THE INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS -
LOCAL LODGE 3011**

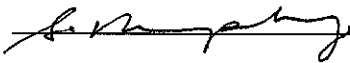
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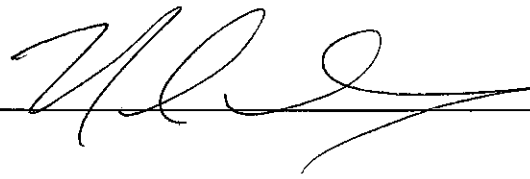
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APPENDIX "J" - NEW

MEMORANDUM OF AGREEMENT BETWEEN
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA
AND
THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 3011
WITH RESPECT TO PAY BANDS

The purpose of this Memorandum of Understanding (MOU) is to confirm the parties' commitment to ongoing collaboration with regards to reviewing the pay band ranges for Institute employees in consideration of market adjustments and pay band compression concerns.

With consideration to the parties' shared commitment to the ongoing effort, the parties may, by mutual consent, re-open the collective agreement should a revision be necessary to support implementation of this initiative.

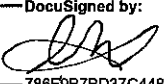
The parties agree that the joint working group composed of two (2) representatives from each of the IAMAW Local Lodge 3011, the IAMAW-PIREC Local 907 and two (2) Management Representatives will be established to review the existing pay band structure.

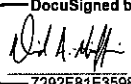
The employer agrees to provide the working group with all necessary information for the completion of this review, including full and complete disclosure of costing estimates from the consultant(s), and relevant demographic information. All time spent working on this joint working group will be considered time worked.

SIGNED AT OTTAWA, ONTARIO, this 7 day of February 2024.

**THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA**

**THE INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS -
LOCAL LODGE 3011**

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Joe D'Amico

Paul J. Smith

Murphy

Ryan Hoke

Malcolm

Shirley Elliott - Miron

APPENDIX "K" – NEW

MEMORANDUM OF UNDERSTANDING BETWEEN
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

AND

THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 3011

ON THE PENSION ADVISORY COMMITTEE

The Pension Advisory Committee will study and provide recommendations on the following:

- a) governance issues raised by both parties relating to the current plan management.
- b) an increase of the cap of pensionable earnings, to move from the maximum of the G7 salary scale to the maximum bargaining unit salary.

The Pension Advisory Committee will meet a minimum of twice per calendar year.

SIGNED AT OTTAWA, ONTARIO, this 7 day of February 2024.

**THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA**

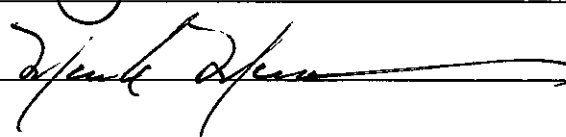
**THE INTERNATIONAL
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LOCAL LODGE 3011**

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Shirley Elliott - Miron
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