

Office and Professional Employees
International Union
Local 491

OTTAWA

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

AND

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION

LOCAL 491

1978-1979



UNION OF PUBLIC EMPLOYEES OF CANADA

UNION OF PROFESSIONAL EMPLOYEES OF CANADA

UNION OF OFFICE EMPLOYEES OF CANADA

This Agreement entered into this 1st day of January, 1978

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES, OTTAWA, ONTARIO,
(hereinafter called the "Employer")

AND:

OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION,
AFL-CIO-CLC, LOCAL 491
(hereinafter called the "Union")

Now therefore, it is agreed by and between the parties hereto:

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ARTICLE 1 - GENERAL PURPOSE

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Canadian Union of Public Employees and its employees, to define clearly hours of work, rates of pay and conditions of employment, to provide for an amicable method of settling differences which may from time to time arise, to promote the mutual interest of the Employer and its employees, to promote and maintain such conditions of employment, which will set a pattern for employers of affiliates to the Employer.

ARTICLE 2 - UNION RECOGNITION2.01 Definition of the Bargaining Unit

This agreement shall apply to all permanent full-time and permanent part-time employees of the Employer doing office and clerical work, hired for a period of 15 hours a week or more whose duties fall within the classifications listed in Schedule "A", save and except employees covered by the collective agreements between the Employer and the Administrative and Technical Staff Union, Units "A" and "B", and the Canadian Staff Union.

2.02 Temporary Employees

Temporary employees are defined as employees hired to carry out short-term jobs which require them to work the standard six-hour day, thirty-hour work week, but who cease to be employed when the specific job for which they were hired has been completed. Temporary employees will be paid no less than the minimum rate for the position. Temporary employees kept beyond two (2) months of continuous service shall be considered to have completed their probationary period in case of permanent status, provided they have satisfactorily worked in the position for which they are hired, for a minimum of two (2) months. The Union shall be notified in writing within forty-five (45) calendar days of the hiring of a temporary employee if the duration of employment is expected to go beyond three (3) months, and any subsequent change in the position.

2.03 Part-Time Employees

A part-time employee is one who is hired to work on a continuing basis less than the work week provided for in this Agreement. Part-time employees shall be included in all terms of this Agreement on a pro rata basis. Part-time employees, however, shall be covered by the Hospital and Medical provisions of this Agreement, provided there is not dual coverage.

2.04 Bargaining Unit

The Employer recognizes the Office & Professional Employees'

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International Union, Local 491, as the sole collective bargaining agent for all its employees as defined in Article 2.01.

2.05 Work of the Bargaining Unit

Persons who are not in the bargaining unit shall not perform work that should normally be performed by members of the bargaining unit, who are available and qualified to do the work.

2.06 Retention of Rights and Privileges

Should the Employer merge, amalgamate or combine any of its departmental operations or functions with another organization, the Employer, through whatever Merger Agreement might be involved, agrees that all benefits and conditions of employment held by the employees shall be integrated and shall not be adversely affected.

2.07 Resolutions and Reports of National Executive Board

Copies of all changes in policies or rules and regulations adopted by the National Executive Board, which affect the members of the Union, are to be forwarded to the Union.

ARTICLE 3 - LABOUR-MANAGEMENT RELATIONS3.01 Negotiating Committee

The Employer will recognize a Negotiating Committee of up to five (5) members. No deduction shall be made from the salary of an employee elected by the Union for time spent in negotiations or the processing of grievances.

3.02 Labour-Management Committee

The Labour-Management Committee shall be established and shall enjoy the full support of both parties to this Agreement in the interests of maximum service to the employees and the Employer. The Committee shall meet a minimum of four (4) times yearly during working hours. Each party shall notify the other of their representatives on the Labour-Management Committee.

3.03 Technical Information

The Employer shall make available to the Union on request, information required by the Union, such as job descriptions, positions in the bargaining unit, job classifications, wage rates, pension and welfare plans.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.01 It is agreed that each grievance shall be reduced to writing at the outset and that all replies shall also be in writing. For employees working at the National Office, grievance(s) must be filed in accordance with the following procedures within fifteen (15) days, or when the employee becomes aware of occurrence. Otherwise they will not be accepted for processing. For employees located in Regional and Area Offices, grievance(s) must be filed in accordance with the following procedures within thirty (30) days, or when the employee becomes aware of occurrence.

4.02 The duly authorized representatives of both parties shall meet within five (5) days on the request of either party to discuss any differences or disputes which may arise with regard to the meaning, interpretation, application or alleged violation of this Agreement. These representatives shall attempt to resolve such differences.

4.03 If the representatives of the parties are unable to agree on any such question within four (4) weeks, it shall be submitted to an Arbitration Board consisting of three (3) members - one designated by each party. If these two (2) members cannot agree on the appointment of a chairperson within ten (10) days, the Minister of Labour for the appropriate province shall be asked to appoint one. The decision of a majority of this Board shall be final and binding upon the parties hereto. The compensation of the third member shall be borne equally by the Employer and the Union.

4.04 Where an Arbitration Board finds that the Employer has violated the Agreement and such violation has resulted in loss of earnings for the employee or employees concerned, such Arbitration Board shall have the right to direct compensation of such employee or employees to the extent that is fair and equitable.

4.05 The Arbitration Board shall not have the jurisdiction to alter or change any of the provisions of this Agreement.

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No grievance shall be defeated by any formal or technical object-

ARTICLE 5 - UNION SECURITY

5.01 For the duration of this Agreement, all employees of the Employer shall be required to be and remain members of the Union in good standing, as a term and condition of continued employment. All new employees who shall be hired after the execution of this Agreement shall, immediately upon their hiring, make application for membership in the Union and, upon completion of a trial period of sixty (60) days, shall join the Union, pay to the Union the initiation fee, pay dues retroactively to the date of commencement of employment, and shall thereafter be required to remain members of the Union in good standing as a term and condition of continued employment.

5.02 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

5.03 Copies of Agreement

On commencing employment, the employee shall be introduced to the union steward or representative, where feasible, who will provide her with a copy of the collective agreement.

ARTICLE 6 - CHECK-OFF

6.01 Upon receipt of a signed authorization form from the employees concerned, a copy of which is attached to this Agreement, the Employer agrees to deduct the amount authorized as union fees, dues and assessments, from the last pay of each month, and transmit the monies as collected to the Treasurer of the Union by the seventh of the following month, together with a list of employees for whom such deductions were made. (See Appendix "C".)

ARTICLE 7 - SENIORITY

7.01 Service with either the National Union of Public Employees or the National Union of Public Service Employees shall be considered as service with the Canadian Union of Public Employees.

7.02 Probationary Period

All new employees will be considered on a probationary period for the first sixty (60) days of their employment. If retained after the probationary period, an employee becomes a member of the regular working staff with full seniority status, dating from the first day of employment.

7.03 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to all employees for their information each year.

7.04 Notice of Layoffs

The Employer will notify the Union and the employee at least forty-five (45) days in advance of any impending layoffs, except in cases where employees are hired to work on special campaigns or assignments of limited duration.

7.05 Should it be mutually agreed (by the Employer and the Union) that the working staff is to be reduced, layoffs will be made on the basis of seniority, and with regard to special qualifications, those with the least seniority being laid off first.

7.06 Recall Procedure

In rehiring, employees will be re-employed in the inverse order of their layoffs, that is, the first to be re-employed will be those employees with the greatest seniority provided they are qualified to perform the work available.

The Employer shall notify the employee of recall to work by registered mail to the last known address on file with the Employer. The employee must contact the Employer within five (5) working days of the date of receipt of the letter. If the employee is re-engaged within a period of six (6) months, that employee continues to accumulate her seniority.

7.07 Employees hired on a temporary or part-time assignment will accrue seniority rights which will be recognized by the Employer in the event said employees attain permanent status.

7.08 Loss of Seniority

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

7.09 Confirmation of Status

Upon completion of a probationary period an employee will receive confirmation of her permanent status in writing from the Employer with a copy to the Shop Steward.

7.10 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a position outside of the bargaining unit she shall retain her seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an employee returns within six (6) months to the bargaining unit she shall be placed in her original job. In such an event it would be understood that the sixty (60) days probationary period would have to be waived so that the person who filled her old job would not become permanent in it during her absence.

ARTICLE 8 - STAFF CHANGES AND PROMOTIONS

8.01 In cases of promotions or transfers, seniority shall prevail provided the employee(s) can fill the normal requirements of the position. Promotion is hereby defined as a move from a lower classification to a higher classification.

8.02 Trial Period

The successful applicant shall be placed on probation for a period of two (2) months. Conditional on satisfactory service, such probationary promotion or transfer shall become permanent after the period of two (2) months. In the event the senior applicant proves unsatisfactory in the position during the aforementioned probationary period, or she finds herself unable to perform the duties of the new job classification, she shall be returned to her former position without loss of seniority, and her salary will be adjusted to the appropriate increment in her former position.

8.03 Any other employee promoted or transferred because of the re-arrangement of positions as provided for in Article 8.02 shall also be returned to her former position without loss of seniority, and her salary will be adjusted to the appropriate increment in her former position.

8.04 Should there be any significant change in any classification covered by this Agreement, the rate of pay shall be subject to joint consultation between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to the grievance procedure and arbitration. The new rate shall become retroactive to the time the position or significant increase in volume of work or responsibilities were assumed by the employee. The above will come into effect when both parties mutually agree to job descriptions.

8.05 Relieving Pay

When an employee is required to work in a higher classification and perform the normal duties of that classification for four (4) consecutive days,

the employee shall receive an additional 8% of her own rate but not to exceed the maximum of the higher classification.

8.06 Where new positions are created or current positions reclassified, the Employer will advise the Union in advance in writing of the nature of the positions and the proposed wage or salary rate. In the event that the Union shall disagree with the said rate, then the same shall be negotiated between the Employer and the Union.

8.07 Job Postings

(a) When a vacancy occurs or a new position is created, in this bargaining unit or within the ATSU, Units "A" and "B", and the CSU, the Employer shall provide ten (10) copies of the posting to the President of the Union and circulate a copy to each office for posting, and a copy to all employees on leave at their normal place of residence, for a minimum of two (2) weeks in order that all members will know of the position and be able to make application therefor. No outside advertisement for additional employees will be made until after the closing date of the posting.

(b) After the closed posting period for any vacant position within the ATSU, Units "A" and "B", and the CSU, and prior to outside advertisement, members of OPEIU Local 491 who have applied shall be given consideration. Within the six (6) month probationary period, if the applicant desires or does not qualify, she shall be returned to her former position without loss of seniority, and her salary will be adjusted to the appropriate increment in her former position. Any other employee promoted or transferred within the bargaining unit because of the re-arrangement of positions shall also be returned to her former position without loss of seniority, and her salary will be adjusted to the appropriate increment in her former position.

8.08 In the event that a person applies for and receives a lateral transfer, such person shall be restricted from another lateral transfer move for a period of two (2) years.

8.09 Moving Expenses

Any employee moved at the request of the Employer shall be paid full moving expenses by the Employer.

8.10 Technological Change

The Employer recognizes that the introduction of electronic data processing equipment, computer equipment or automated machines should be accomplished with due regard for the employees. In the event such changes affect existing staff, the Employer shall consult with the Union two (2) months in advance with a view to absorbing the staff in other positions and if retraining programs are feasible, qualified staff will be given first priority.

8.11 Position Security

If an employee's position is reclassified that employee shall be given preference for the new position. Should the employee refuse the position then seniority shall prevail among the other applicants, in accordance with Article 8.01. Such employee will be allowed a training period in accordance with the article dealing with Technological Change.

8.12 The Employer agrees to notify in writing, all unsuccessful applicants within the bargaining unit for a position, at least forty-eight (48) hours before such position is occupied. Such notice shall indicate the reason why the unsuccessful applicants were not selected to fill the position.

8.13 The Shop Steward shall be notified by Management forty-eight (48) hours prior to every appointment and, within one (1) week for National Office and two (2) weeks for Regional and Area Offices, of every resignation or dismissal to or from any position within the bargaining unit.

ARTICLE 9 - DISCHARGES, SUSPENSION AND DISCIPLINE

9.01 The Union recognizes the right of the Employer to discharge, suspend or otherwise discipline employees for just cause, subject to the employees recourse to the Grievance Procedure. Under normal circumstances the Employer will first verbally warn the employee involved and then in writing, should she become the subject of criticism.

9.02 In all cases of discipline, the Arbitration Board shall have the power to annul, amend or maintain such measures.

9.03 An employee's record will be automatically cleared of disciplinary measures after one (1) year. An employee has the right to examine her personnel record upon request provided a duly authorized representative of the Employer is present. A Shop Steward may examine the record on behalf of an employee provided she has written authorization from that employee to do so and provided a duly authorized representative of the employer is present.

9.04 Any employee discharged for cause shall be eligible for all his/her unused vacation entitlements.

ARTICLE 10 - NOTICE OF RESIGNATION

10.01 Any permanent employee(s) who voluntarily leaves the service of the Employer and, having given at least two (2) weeks' notice of her intention to leave, shall be entitled to receive from the Employer all accrued benefits, including vacation pay, etc.

ARTICLE 11 - WAGES AND ALLOWANCES

11.01 All employees shall be paid in accordance with the attached Schedule "A" which is part of this Agreement. For annual increment purposes the Anniversary Date of an employee shall be the hiring date. In all cases of promotion the employee shall receive the wage of the higher classification in accordance with years of service.

11.02 Special Qualifications

The salary for employees with special qualifications who merit a salary above the minimum rate of pay shall be mutually agreed upon between the Employer and the Union.

11.03 Pay Days

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

11.04 Overtime Meal and Transportation Allowances

An employee if required to work overtime two (2) hours or more beyond the scheduled quitting time, shall be given a meal allowance of \$3.50 and up to \$4.50 for transportation with a receipt. If an employee is required to work after midnight she shall be given an additional meal allowance of \$3.50.

11.05 Expense Allowance

(a) An employee requested to work out of town shall be paid a per diem allowance of \$25.00, exclusive of hotel costs.

(b) \$25.00 per diem will only be paid when the employee submits a hotel receipt for overnight stay, or an appropriate explanation is given outlining the accommodation acquired in lieu of hotel accommodation, or if the employee leaves town in the morning and does not return until midnight or later, in which case such information will be contained on the statement of expenses.

(c) An employee requested to work a full day in town at special functions outside th Employer's normal address shall be paid a per diem allowance of \$8.00.

(d) Travel costs will be paid subject to the mode of transportation first having been agreed to by the Employer. There shall be a mileage allowance of 18¢ per mile paid to employees requested to use their automobile; said allowance to cover all expenses incurred, i.e., gasoline, parking, etc. In town travel costs shall be paid to cover the distance from the place of employment to the location of the special function.

(e) An employee requested to travel outside normal hours on behalf of the Employer will receive payment of wages at straight time for travelling or taken as time off at straight time at a time mutually agreed to. Meal periods (one hour each) shall not be paid for during such travelling time.

11.06 Cost-of-Living Bonus

Salaries will be increased or decreased by \$1.00 per week for each point or major portion thereof above three (3) points. A review for this purpose shall be made at six (6) month intervals as of the date the contract takes effect. In no case will salaries be reduced below the contract rate. The base cost-of-living index figures will be the Statistics Canada figure for January 1st, 1970. A buffer of 8% shall apply beyond the figure published for the month of December 1977, namely 223.1 (1961 base = 100). Reaccumulation of \$1.00 per week for each point or major portion thereof shall recommence at 240.9 and be applied to the remaining float of \$7.00 outstanding from December 1977. A further buffer of 7% shall apply beyond the figure published for the month of December 1978.

11.07 Monthly Transportation Allowance

A \$16.50 monthly transportation allowance will be paid by the Employer to all employees covered by this Agreement.

11.08 Bilingual Bonus

(a) A 7% bilingual bonus will be paid to those employees who, in

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the performance of their duties, are required to use the second official language 25% of their time.

(b) All persons in bilingual positions in the bargaining unit as at the signing of this agreement will not be adversely affected by the implementation of the 25% guideline.

ARTICLE 12 - HOURS OF WORK12.01 Regular Weekly Hours

The regular working week shall consist of thirty (30) hours divided into five (5) days from Monday to Friday inclusive.

12.02 Regular Daily Hours

The regular working day shall consist of six (6) hours, between the hours of 9:00 a.m. and 5:00 p.m. The Employer shall schedule the hours of work for each position.

12.03 Overtime

All hours worked in excess of the regular working day shall be considered as overtime and shall be paid for at the rate of time and one-half the employee's regular rate of pay up to three (3) hours. After three (3) hours, double the employee's regular rate of pay. For computing an hourly rate on which overtime will be paid the wage rate in Schedule "A" of this Agreement shall be divided by thirty (30). Employees choosing to take time off in lieu of overtime worked shall receive time off at the applicable overtime rate, at a time mutually agreed to between the employee and the Employer.

12.04 All work done on Saturdays, Sundays, Statutory Holidays and Vacation time shall be paid for at the rate of double time.

12.05 Call-Back Pay

Any employee who has completed her regular day's work and has left the office and is then called into work shall be guaranteed at least three (3) hours' work at the applicable overtime rate in addition to which she shall also be paid her transportation.

12.06 Authorization of Overtime

Overtime will not be recognized unless such overtime work performed

has first been properly authorized.

12.07 Overtime Rates for Part-Time Employees

Part-time employees working less than six (6) hours per day, and who are required to work longer than their regular working day, shall be paid at the rate of straight time for the hours so worked, up to and including six (6) hours in the working day. Regular overtime rates shall apply after six (6) hours in the working day and for all work performed on holidays and regular days off.

12.08 Sharing of Overtime

Overtime and call-back time shall be divided equally among the employees who are willing and qualified to perform the work that is available.

12.09 Employees shall be permitted to have coffee at their desks morning and afternoon.

ARTICLE 13 - VACATIONS

13.01 Employees shall be entitled to vacation in accordance with length of service to become due on the anniversary date of employee as follows:

- . Less than 1 year of service - 1½ days per month
- . After 1 " - 3 weeks vacation
- . After 4 " - 4 "
- . After 11 " - 5 " (effective Jan. 1/78)
- . After 10 " - 5 " (effective Jan. 1/79)
- . After 25 " - 6 "

13.02 Vacation Bonus

Each employee will receive on or about their anniversary date each year, a vacation bonus of 30% of the employee's total vacation pay.

13.03 Holidays During Vacations

If a holiday or holidays fall within the vacation period assigned to or chosen by an employee, she/he shall, in addition to her/his regular vacation pay, also receive an extra day's vacation in lieu of each holiday.

13.04 Illness During Vacation

Sick leave in excess of three (3) days may be substituted for vacation where it can be established by the employee through a doctor's certificate that an illness or accident occurred while on vacation.

13.05 Employees with one or more year's service may borrow up to two (2) weeks on vacation not yet earned. If the employee terminates employment before sufficient credits have been earned the amount will be deducted from any earnings owing the employee upon termination. Such vacation shall not be taken as casual leave.

13.06 Vacation Pay on Termination

If an employee leaves the employ of the Canadian Union at any time in her holiday year before she has had her holiday, she shall be entitled to payment of salary in lieu of such holiday on a pro rata basis.

13.07 Casual Leave

Employees entitled to fifteen (15) or more working days of vacation in any vacation year may take seven (7) of such days as casual leave, provided adequate notice has been given and the work requirements are such that it is practicable to do so.

13.08 Employees shall be granted their vacation in consecutive weeks when requested.

13.09 Permission should be requested in writing and granted in writing to carry over the vacation credits to the following year. Employees may take earned vacation prior to the completion of their anniversary year.

13.10 Preference in Vacations

Every effort will be made, subject to the requirements of the operation, to allow employees to take vacation at a time of their choice. Where it is not possible to accommodate all staff in their choice of vacation time, seniority and the requirements of the operation shall govern.

13.11 For the purpose of computing vacation entitlements, an employee who commences employment during the period from the 1st to the 15th of the month will receive credit for that month's service. Employees commencing employment from the 16th to the end of the month will be considered as commencing their service, for vacation purposes, on the first day of the following month.

ARTICLE 14 - STATUTORY HOLIDAYS14.01 List of Holidays

Employees shall be given the following holidays without deduction of pay:

Christmas Eve Day	Queen's Birthday
Christmas Day	Dominion Day
Boxing Day	Civic Holiday (1st Monday of August)/St. Jean Baptiste Day
New Year's Eve Day	Labour Day
New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	

and such others as are proclaimed legal holidays by the Federal Government, Provincial Government and the Municipal Government. All days between Christmas Day and New Year's Day shall be time off with pay as described in Appendix "D" attached.

14.02 Holidays Falling on Weekend

In the event that a holiday, other than those covered under Appendix "D" attached, occurs on a Saturday or Sunday, the following working day(s) shall be considered the holiday.

ARTICLE 15 - SICK AND COMPASSIONATE LEAVE

15.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workmen's Compensation Act.

15.02 Medical Care Leave

(a) Amount of Sick Leave - After two (2) months' employment a full-time employee shall be entitled to one and one-half (1½) days' sick leave with pay for each calendar month worked; such sick leave to be cumulative from year to year. Further sick leave with pay, within any yearly period shall be left to the discretion of the Employer. An employee shall provide such proof of illness as the Employer may require.

(b) Illness in the Family - (i) In order to attend to seriously ill members of the immediate family (spouse, common-law spouse, mother, father, child of the employee, person acting in the place of a parent, and relatives permanently residing in the employee's household or with whom the employee resides, the employee shall be entitled to a leave of absence with pay after notifying the Employer.

(ii) In the case of sickness of the employee's child, the employee shall be granted, after notifying the Employer, leave with pay until arrangements can be made for the child to be looked after.

(iii) For both of the above there shall be a maximum allowed of three (3) accumulated sick leave days per illness, provided that the employee shall be limited to a total of ten (10) days in any calendar year. Extenuating circumstances will be judged on their merit.

The above-noted leaves of absence shall be granted provided the employee is the only person available.

(c) Each employee shall be allowed to withdraw from her sick leave

credits up to ten (10) hours in each year for medical or dental appointments that cannot be arranged outside the normal hours of work. These hours shall not be cumulative from year to year.

15.03 For the purposes of accumulating sick leave credits, service with either the National Union of Public Employees or the National Union of Public Service Employees shall be considered as service with the Canadian Union of Public Employees.

15.04 Sick Leave Records

A record of all unused sick leave will be kept by the Employer for the purpose of severance payment as provided in Article 20. Each employee shall be informed of the amount of her unused sick leave accrued to her credit at the end of each calendar year. Immediately after the close of each calendar year, each employee shall review the records of the Employer and verify that the accumulated sick leave is correct. Any employee is to be advised on application of the amount of sick leave accrued to her credit.

15.05 For the purpose of computing sick leave entitlement an employee who commences employment during the period from the 1st to 15th of the month will receive credit for that month's service. Employees commencing employment from the 16th to the end of the month will be considered as commencing their service, for sick leave purposes, on the first day of the following month.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 An employee granted temporary leave of absence without pay, excluding maternity leave and long term disability, shall continue to accumulate seniority but shall not earn vacation or sick credits or be paid for statutory holidays after the leave has extended beyond two (2) consecutive months. The premiums for the welfare benefits as outlined in Article 19 will also cease to be paid by the Employer after the leave of absence has extended beyond two (2) consecutive months.

16.02 Bereavement Leave

An employee shall be granted leave without loss of pay and benefits in the case of the death of: (i) spouse, common-law spouse, child or parent - up to five (5) calendar days, and (ii) brother, sister, mother-in-law, father-in-law, grandparent, brother/sister-in-law, or son/daughter-in-law - up to three (3) calendar days.

Where the burial occurs out of town, such leave shall include as well reasonable travelling time. In the event of the death of a member of an employee's immediate family whose funeral you are unable to attend because of distance, that employee shall be granted leave with pay of one (1) day.

16.03 Special Leave

Other special instances where leave of absence with pay may be requested will be considered individually by the Employer.

16.04 Observance of Religious Holidays

The observance of religious holidays will be permitted and provision made for time necessary to attend religious services. The Union will provide the Employer with a list of such days. (See Appendix "B".)

16.05 Maternity Leave

Leave of absence of six (6) months or less without pay shall be

granted in cases of pregnancy after twelve (12) months' service. An employee returning to work after a maternity leave of absence must give the Employer a doctor's certificate showing that she is physically capable of going back to her normal duties. If requested by the employee upon application for maternity leave, the Employer agrees to pay accrued sick days up to a maximum of eighteen (18) days, immediately after the employee has ceased to receive payment of UIC maternity benefits and submits proof of same to National Office. An employee granted maternity leave shall continue to accumulate seniority, but shall not earn vacation or sick leave credits or be paid for statutory holidays after the leave has extended beyond two (2) consecutive months. The Employer agrees to pay all hospital and medical premiums including group life. Upon her return to work, the employee shall be reinstated in her former position. In the event the employee does not return to work for a period of at least six (6) months immediately following her maternity leave, all premiums paid on her behalf shall be deducted from her final pay cheque.

16.06 Leave for Union Activities

(a) Employees shall be granted leave of absence without pay when delegated to perform necessary union activities. Such time shall not exceed three (3) weeks per employee in any one (1) year. When such leave involves a period of one (1) week (five (5) working days) or more, the Employer will be provided with at least two (2) weeks advance notice in writing. In all other instances, leave for union activities for periods of less than one (1) week's duration will be granted provided that the work requirements of the Employer permit it.

(b) The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without pay and loss of seniority so that employees may be candidates in a federal, provincial, or municipal election.

(c) Any employee who is elected or selected for a full-time or part-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and loss of seniority, by the Employer, for a period up to one (1) year. Such leave shall be renewed each year, on request, during the term of

office.

(d) Upon written request to the National Secretary-Treasurer, and provided permission is granted, members representing OPEIU Local 491 on Provincial Boards, Federations, Labour Councils, or serving on committees for the CLC or other labour organizations, shall receive time off without pay and without loss of seniority and benefits.

16.07 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who is called as a juror or witness in any Court. The Employer shall pay such an employee the difference between her normal earnings and the payment she receives for jury service or court witness. The employee shall present proof of service and the amount of pay received, and the daily allowance or per diem will be returned to the Employer.

16.08 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer.

16.09 Family Leave

Employees shall be allowed leave of absence with pay and without loss of seniority for the following reasons:

- . Employee's marriage - 3 working days
- . Birth of employee's child - Day of the birth and the day of the employee's return from the hospital
- . Serious fire in one's home - Up to three (3) days
- . Moving one's household - Maximum of one (1) day per year*

* shall mean that no employee shall be granted leave with pay for moving within twelve (12) months of the last day granted for moving.

Any requests for family leave shall be made in writing to the National Secretary-Treasurer, where possible, prior to the date the leave is requested for.

16.10 Paternity Leave

An employee shall be allowed paternity leave with pay of one (1) week following the confinement of his wife or common-law spouse. In the case of adoption, the employee shall be allowed three (3) days' leave with pay following the arrival of the adopted child.

16.11 Tuition Refund

Employees wishing to enroll in courses of studies which will better qualify themselves to perform their jobs, and who intend to ask the Employer to refund the cost of such course(s), must make application to the Employer prior to taking the course(s). If the Employer agrees that the course(s) would be beneficial both to the Employer and the employee, then the full cost of the course(s) will be borne by the Employer upon successful completion of the course(s).

It is understood that there may be occasions when the Employer may pay less than the full cost of the course(s) if the course(s) are not taken solely for the purpose of self-improvement on the job. It is further understood that language courses will also be included.

ARTICLE 17 - HEALTH AND SAFETY

17.01 The Employer shall make all reasonable provisions for safety and health of employees during working hours, and the Union may from time to time, bring to the attention of the Employer any suggestions in this regard, and also any other suggested improvements regarding working conditions.

ARTICLE 18 - PROTECTIVE CLOTHING

18.01 Any employee who is required to use reproduction or duplicating machines will be supplied with a smock or other protective clothing at the expense of the Employer.

ARTICLE 19 - WELFARE BENEFITS19.01 Medical and Hospital Insurance

The Employer shall pay 100% of the cost of the employees' premiums towards Provincial Hospital Insurance Plans, Semi-private Supplementary Plans and all medical insurance plans now being paid by the Employer. The Employer agrees to improve extended health optical benefits up to \$100 and to provide chiropractic service up to \$1,000 per year per person.

It is agreed that there shall not be double coverage for hospital or medical coverage.

19.02 Group Life Insurance

The existing group life insurance plan will be changed to provide for coverage on the basis of twice the employee's salary regardless of sex. Full premiums shall be paid by the Employer.

19.03 Legislation

If the premium paid by the Employer for any employee benefit is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties.

19.04 Pension Plans

The Employer and the Union agree that the existing Pension Plan shall be maintained and they further agree that this Pension Plan and any changes made to it shall be negotiable items. In addition the Employer agrees to pay the required Employer premiums to the Canada Pension Plan or the Quebec Pension Plan over and above its contribution to the existing Pension Plan. The Employer agrees to improve the Pension Plan to provide best three (3) year averaging. Effective January 1st, 1978, it shall be compulsory for all employees covered by this Agreement to participate in the current Pension Plan.

19.05 Supplementation of Workmen's Compensation

An employee prevented from performing her regular work with the

Employer on account of an occupational accident that is recognized by the Workmen's Compensation Board as compensable within the meaning of the Compensation Act, shall receive from the Employer the difference between the amount payable by the Workmen's Compensation Board and her regular salary. Sick leave which is accrued to an employee's credit will be used to cover the period prior to the commencement of Workmen's Compensation benefits.

19.06 Long Term Disability Plan

All members of the Union shall receive the benefits of the Long Term Disability Plan in effect for members of the Canadian Staff Union and the Administrative and Technical Staff Union. Full premiums shall be paid by the Employer.

19.07 Dental Plan

Effective October 1, 1974, the Employer will pay 100% of the premiums of the Blue Cross Dental Plan No. 7, with Riders 1, 2 and 3, for all employees. The Employer agrees to investigate, with the joint committee, future improvements to the present dental plan.

ARTICLE 20 - SEVERANCE PAY

20.01 Up to five (5) years' service, upon termination of employment, employees with two (2) years' or more of service shall be paid at their current rate for 50% of their unused sick leave to a maximum of forty (40) days. All sick leave taken shall be deducted from accumulated sick leave earned from the date of employment. After five (5) years' service, an employee will receive in lieu of the above, one (1) week's severance pay for each year of service on departure, plus one (1) additional week's salary. In the event of death of an employee, severance pay shall be calculated on the same basis and shall be payable to the beneficiary of the deceased employee. No employee shall accumulate severance pay when on leave of absence for a period of six (6) months or longer.

ARTICLE 21 - PICKET LINE

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

ARTICLE 22 - RIGHTS, PRIVILEGES AND WORKING CONDITIONS

22.01 All rights, benefits and working conditions which employees now enjoy as employees of the Employer shall continue to be enjoyed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union. The Employer shall put all such changes in writing and forward a copy to the Union Steward.

ARTICLE 23 - NO DISCRIMINATION

23.01 The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of her membership or activity in the Union, or any other reason.

ARTICLE 24 - GENERAL24.01 Union Label

All typewritten, mimeographed, dittoed work in the office of the Employer shall bear the Local 497 OPEIU Union Label if such work is performed by a member of the Union.

24.02 Masculine or Plural Shall Apply

For the purpose of clarification, it is understood that whenever the singular or feminine is used in this collective agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require.

24.03 Copies of Agreement

From this day forward this collective agreement shall be bilingual, a copy distributed to each employee covered by this agreement. The full cost to be borne by the Employer.

ARTICLE 25 - TERM OF AGREEMENT

25.01 This agreement, signed on this _____ day of _____, 1978, shall be effective from January 1st, 1978 and shall remain in full force and effect until December 31st, 1979 and shall automatically continue from year to year until either party serves written notice on the other party, thirty (30) days prior to any annual expiration date. During the negotiations for the renewal of this agreement or negotiations for a new agreement, the terms of the present agreement shall remain in full force and effect.

FOR THE EMPLOYER:

FOR THE UNION:

President

President

Secretary-Treasurer

Secretary

Treasurer

11.01 Schedule "A" - Salary ScheduleEffective January, 1978 - Weekly Rates

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
Administrative Clerk Research Assistant Personnel Clerk Wage & Salary Analyst Legal Analyst	\$301.00	\$309.00	\$315.00
Assistant Bookkeeper I	285.55	293.34	301.13
National Director's Secretary Senior Steno - Regional Office Collective Agreement Analyst	277.04	284.83	292.62
Assistant Bookkeeper II Purchasing & Receiving Clerk	271.37	279.16	286.95
Stenographer (in Area Office with only 1 clerical employee)	267.20	274.99	282.78
Stenographer	261.14	268.93	276.72
Permanent Part-Time Stenographer (minimum 15 hours)	8.70 (per hr.)	8.96 (per hr.)	9.22 (per hr.)
Statistical Clerk-Typist Clerk-Typist (in Area Office with only 1 clerical employee)	255.34	263.14	270.93
Clerk-Typist Receptionist Receptionist/Clerk-Typist Office Machine Operator	250.59	257.14	263.67
Permanent Part-Time Clerk- Typist (minimum 15 hours)	8.35 (per hr.)	8.57 (per hr.)	8.79 (per hr.)

Plus 7% over the rate for bilingualism

(The above rates include a \$10.00 per week COLA fold-in + \$16.00 per week increase
Effective January 1, 1979 over the 1977 rates)

(Fold-in of remaining COLA per week + \$16.00 per week increase)

16.04 List of religious holidays

- | | |
|---------------------------------|------------|
| . Jewish New Year (2 days) | |
| . Day of Atonement (Yom Kippur) | Jewish |
| . <u>Passover</u> | |
| ----- | |
| . Epiphany | |
| . Ascension Thursday | |
| . All Saints' Day | Catholic |
| . Immaculate Conception | |
| ----- | |
| . World Day of Prayer | |
| . Ash Wednesday | Protestant |
| . <u>Epiphany</u> | |
| ----- | |

6.01 Authorization for Dues Check-Off

I, the undersigned, hereby authorize my Employer, the Canadian Union of Public Employees, to deduct from my wages each month my Union dues, fees and assessments, the amount thus deducted to be paid to the Treasurer of the Office and Professional Employees' International Union, Local 491, Ottawa, Ontario.

Date

Member's Signature

Witness

opeiu 491

14.01 Christmas - New Year's Shut-Down

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
23	24	25	26	27	28	29	30	31	1	2	3						
23	24	25	26	27	28	29	30	31	1	2	3						
	23	24	25	26	27	28	29	30	31	1	2	3					
		23	24	25	26	27	28	29	30	31	1	2	3				
			23	24	25	26	27	28	29	30	31	1	2	3			
				23	24	25	26	27	28	29	30	31	1	2	3		
					22	23	24	25	26	27	28	29	30	31	1	2	3