

AGREEMENT

Between

**His Majesty In Right Of Canada As
Represented By The Staff Of The
Non-Public Funds, Canadian Forces**

And

Public Service Alliance Of Canada

**Group: Operational Category (All Employees)
Administrative Support Category (All Employees)**

5 wing goose bay

Expiry date: 30 june 2025

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ARTICLE 1 - Purpose of Agreement

- 1.01 The purpose of this Agreement is to establish and maintain harmonious relationships between **His Majesty in Right of Canada** as represented by the Staff of the Non-Public Funds, Canadian Forces, hereinafter referred to as the Employer, the Bargaining Agent and the Employees and to set forth herein the terms and conditions of employment upon which Agreement has been reached through Collective Bargaining.
- 1.02 The parties to this Agreement share a desire to improve the quality and to increase the efficiency of the services provided and to promote the well-being of the Employees.

ARTICLE 2 - Recognition

- 2.01 The Employer recognizes the Public Service Alliance of Canada, certified by the Public Service Staff Relations Board on 23 December 1983, as exclusive Bargaining Agent for all employees of the Employer in the Operational Category and on 30 April 1984 for all Employees of the Employer in the Administrative Support Category employed at Canadian Forces Base Goose Bay save and except managers.

ARTICLE 3 - Interpretation and Definitions

- 3.01 For the purpose of this Agreement:
- (a) Full-time Employee means an Employee who has completed **their** probationary period and is employed on a continuing basis for thirty-two (32) hours or more per week.
 - (b) Part-time Employee in the Operational Category means an Employee who may be employed on a continuous basis but works less than thirty-two (32) hours per week and more than thirteen and one-third ($13\frac{1}{3}$) hours per week.
 - (c) Part-time Employee in the Administrative Support Category means an Employee who may be employed on a continuous basis but works less than thirty-two (32) hours per week and more than twelve and one-half ($12\frac{1}{2}$) hours per week.
 - (d) Probationary Employee means a new Employee who is carrying out the tasks of a full-time or part-time Employee but has not been granted either full-time or part-time status. The probationary period shall not normally exceed:
 - (i) supervisory: four (4) calendar months;

- (ii) non-supervisory three (3) calendar months.
- (e) Should the Employee's evaluation be unsatisfactory during the original probationary period, the Employer may, in its own discretion, extend the probationary period. These extensions shall not exceed the following periods of time as specified below:
 - (i) supervisory: four (4) calendar months;
 - (ii) non-supervisory three (3) calendar months.
- (f) A part-time Employee does not change status to a full-time Employee until **they have** worked thirty-two (32) hours each week over thirteen (13) consecutive weeks.

3.02 Definitions

- (a) **"Alliance" means the Public Service Alliance of Canada (PSAC)**
- (b) **"Bargaining Agent" means the Public Service Alliance of Canada (PSAC)**
- (c) **"Component" means Union of National Defence Employees (UNDE)**
- (d) **"Continuous service" means the duration of uninterrupted employment with the Employer**
- (e) **"Employee" means anyone who is a member of the Bargaining Unit**
- (f) **"Employer" means the Staff of Non-Public Funds, Canadian Forces operating as the Canadian Forces Morale and Welfare Services**
- (g) **"Local" means UNDE Local 60380**
- (h) **"Qualifications" are the job requirements in terms of training, education, experience or equivalency, as expressed in the job description**
- (i) **"Union" means the Public Service Alliance of Canada (PSAC)**

ARTICLE 4 - State Security

- 4.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction, or regulations given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

ARTICLE 5 - Managerial Rights

- 5.01 The Union recognizes and acknowledges that the Employer has and shall retain the exclusive right and responsibility to manage its operation in all respects including, but not limited to, the following:
- (a) to plan, direct and control operations; to determine methods, processes, equipment and other operating matters; to determine the location of facilities and the extent to which these facilities or parts thereof shall operate; and
 - (b) to direct the working forces including the right to decide on the number of Employees, to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline Employees including suspension and discharge for just cause; and it is expressly understood that all such rights and responsibilities not specifically covered or modified by this Agreement shall remain the exclusive rights and responsibilities of the Employer.
- 5.02 New Employees may be released during the probationary period for just cause. The Employee may have access to the grievance process but may not refer a grievance to adjudication unless the release is disciplinary in nature. When a probationary Employee is released, the Employer shall provide a copy of the release letter to the **Local President and the Component's** National Office.
- 5.03 Such rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 6 - Future Legislation and the Collective Agreement

- 6.01 In the event that any law passed by Parliament, applying to Employees covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The parties shall thereupon seek to negotiate substitute provisions that are in conformity with the applicable law.

ARTICLE 7 - Check-Off

- 7.01 Subject to the provisions of this Article, the Employer will deduct, as a condition of employment, an amount equal to the monthly membership dues established by the Union from the pay of all full-time and part-time Employees in the Bargaining Unit. The appropriate proportionate deductions will be made on a bi-weekly basis.

Where an Employee does not have sufficient earnings in respect of any pay period to permit deductions, the Employer shall not be obligated to make such deductions from subsequent salary.

- 7.02 For the purpose of applying Article 7.01, deductions from pay for each Employee in respect of each month will start with the first pay period during the first full calendar month of employment to the extent that earnings are available.

- 7.03 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of Article 7 except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.
- 7.04 The Employer agrees to remit dues together with a list of Employees from whom deductions have been made to the Union and the Local at dues-cotisations@psac-afpc.com by the fifteenth (15th) day following the end of each calendar month, except for circumstances beyond the Employer's control. The Employer agrees to supply the Union, including the Local, quarterly, with the name, classification and employment status of each Bargaining Unit Employee. This would include notice concerning new Employees, Employees whose employment has terminated, and Employees who are on approved leave with or without pay.
- 7.05 The total Union dues deducted will appear on the T-4 forms.
- 7.06 (a) **The Employer shall provide the Local with the name, address, phone number, classification, pay band, Division, employment status, and employment date of every Employee in the Bargaining Unit on a quarterly basis.**
- (b) The Employer shall provide the Local President with the name, address, and telephone number of all new Employees five (5) days following the close of the pay period in which they are hired. Such notification shall be made in writing.
- (c) **Further, the Employer agrees to submit to the Local, the list of Employees whose names are on the layoff list on a monthly basis.**
- (d) **The Employer agrees that the Local is copied on and is a signatory to acting letters involving Bargaining Unit Employees.**
- 7.07 **The Union will inform the Employer in writing of the authorized monthly deductions to be checked off for each Employee, including the methodology/formula used to calculate this amount.**

ARTICLE 8 - Appointment of Representatives

- 8.01 The Employer acknowledges the right of the Union to appoint Employees as representatives.
- 8.02 The Bargaining Agent shall determine each representative and alternate, having regard to the plan of organization, the distribution of Employees at the work place and the administrative structure implied by the grievance procedure, and shall notify the Employer.

- 8.03 The **Local** shall notify the Employer **promptly, within ten (10) business days and in writing** of the names and jurisdiction of its representatives and alternates **whenever changes are made.**

ARTICLE 9 - Union Leave and Access to Premises

- 9.01 A representative or alternate shall obtain the permission of **their** manager through their immediate supervisor before leaving their work to investigate with fellow Employees complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Where practicable, the representative shall report back to their manager or their immediate supervisor before resuming their normal duties.
- 9.02 A representative or alternate will not receive pay for time spent investigating complaints during **their** regular scheduled time off.
- 9.03 When operational requirements permit, the Employer will grant leave without pay to a maximum of three (3) Employees for the purpose of attending negotiation meetings, attending preparatory negotiation meetings with the Union Negotiator, conciliation board or arbitration tribunal meetings related to the Local.
- 9.04 Subject to the operational requirements and with at least one (1) week notice, the Employer shall grant leave without pay to Employees to participate in Union training or events such as conventions, conferences, meetings, etc. The Employer may approve requests with less than the above notice and such requests shall not be unreasonably denied.
- 9.05 The Employer agrees that accredited officials of the Union may be granted access to the Employer's premises upon request and following the consent of the Employer or its delegate. Such approval shall not be unreasonably withheld.
- 9.06 The Union's meetings shall be held outside the hours of work of the Employees and outside the premises of the Employer. However, the Employer may permit the Union to use the Employer's premises outside the hours of work of the Employees for conducting its meetings, where refusal to grant permission would make it difficult for the Union to convene a meeting. The Union shall ensure the orderly and proper conduct of its members who attend such meetings on the Employer's premises and agrees to be responsible for leaving facilities in good order after use.
- 9.07 The **Local** shall notify the Employer promptly, **within ten (10) days** and in writing of the names and positions of its officials, **when the Local becomes aware.**
- 9.08 The Employer shall allocate a period of thirty (30) paid minutes for new Employees and the Local President or their designate, to meet and provide a brief orientation to the Union.
- 9.09 When an Employee is on approved leave without pay for Union business, their pay

shall continue as normal and any time spent on Union leave without pay, where authorized by the Union, shall be billed to the approving body, either Component, Local or the **Alliance**.

9.10 Union Representative Leave Bank

Each Local representative shall be entitled to up to twenty-five (25) hours of paid Union leave per fiscal year for the purpose of performing Union activities other than those described in this Article above. Local representatives will be required to record the number of hours used on their schedule and keep an up-to-date record of the hours used.

ARTICLE 10 - Safety & Health

- 10.01 The Employer shall continue to make reasonable provisions for the occupational safety and health of Employees.
- 10.02 The Employer and the Union agree that the provisions of Part II of the *Canada Labour Code* as may be amended from time to time apply for purposes of occupational safety and health.
- 10.03 The Employer shall not require an Employee to work under unsafe conditions. The Employer and the Union recognize that the Environment Standards are those issued under the *Canada Labour Code*, Part II, as may be amended from time to time.
- 10.04 Members of the Bargaining Unit who attend health and safety meetings, called by the Employer shall be paid for all such time under the terms of the Collective Agreement.
- 10.05 The Employer shall make every reasonable effort, to the point of undue hardship, to accommodate a pregnant or nursing Employee who obtains a medical certificate attesting that the workplace poses risks to their health, the health of the fetus or the health of the nursing child. The Employee, whether or not they have been assigned to another job, is deemed to continue to hold the job that they held at the time they ceased to perform their job functions and shall continue to receive the wages and benefits that are attached to that job for the period during which they do not perform the job. If such accommodation is not possible, the Employer shall grant the pregnant employee unpaid leave for the duration specified in the medical certificate.
- 10.06 **An Employee who is unable to complete their regular workday as a result of a work-related accident reported to their supervisor shall not lose regular pay for the day of the accident. When required by provincial Workers Compensation legislation, the Employer will continue the Employee's salary for their regular workdays on subsequent days of incapacity during the waiting period.**

ARTICLE 11 - Hours of Work

- 11.01 The normal hours of work for Employees in the Operational Category shall not exceed eight (8) hours in a day and forty (40) hours in a week exclusive of unpaid meal periods. The normal hours of work for Employees in the Administrative Support Category shall not exceed seven and one-half (7½) hours in a day and thirty-seven and one-half (37½) hours in a week exclusive of unpaid meal periods. An Employee shall not work a shift of less than three (3) hours. A week is defined as seven (7) consecutive days starting at 0000 hours Monday morning and ending the following Sunday night at 2400 hours.
- 11.02 A work schedule shall be posted on the appropriate bulletin board showing the scheduled working hours for each Employee covered by this Agreement for the following week. The schedule will be for a two (2) week period and shall be posted by 4 pm on the Wednesday prior to the period. If a schedule is not posted by this time, the schedule for the previous two (2) week period will apply. After Wednesday, no changes in schedule for the following period will be made, except where changes are necessary due to circumstances beyond the control of the Employer. Where such changes are necessary, the Employee will be given notice as far in advance as possible. Schedules will not be continuously changed so as to harass the Employee and shall always be posted.
- Provided sufficient advance notice is given and with the approval of the manager that will advise the applicable supervisor(s), Employees may exchange shifts if there is no increase in cost to the Employer.
- 11.03 The meal period shall remain as per past practice unless changes are mutually agreed upon. Except in those operations, which normally employ only one person, the meal periods shall be uninterrupted.
- 11.04 The Employer will advise and consult the Local representative at least ten (10) days in advance of any change in hours of work, which the Employer proposes to institute, when such change will affect the majority of the Employees governed by the schedule. In all cases following such consultation, the Employer will accommodate, where practical, such Employee representations as may have been conveyed by the representative.
- 11.05 Provided sufficient advance notice is given and with the approval of the manager, Employees may exchange shifts if there is no increase in cost to the Employer.
- 11.06 Once in every three (3) week period full-time Employees will receive two (2) consecutive days off. These will either be a Friday-Saturday, a Saturday-Sunday or Sunday-Monday combination on a rotational basis. This is a minimum standard not a maximum.

For those full-time Employees working in the Theatre, by mutual agreement, the two (2) consecutive days may be different from the above.

11.07 Upon the written request of an Employee and with approval of the Employer, Article 11.06 may be rendered void for the Employee for a specific period of time. Article 11.06 and Article 11.07 will not apply to Employees who work in operations from Monday to Friday inclusive.

11.08 Rest Periods

(a) Each Employee shall be granted a rest period of fifteen (15) minutes during each working day of three (3) hours or more. Such rest periods shall not be allocated within one (1) hour of a meal period or within one (1) hour of starting or quitting time. An Employee will not be entitled to more than two (2) rest periods in a seven and one-half (7½) or an eight (8) hour work day as applicable.

(b) An Employee unable to take a rest period as a result of operational requirements shall be compensated at their regular rate of pay in addition to the remuneration they will receive in accordance with sub-Article 11.08(a).

(c) For those operations where the shifts are scheduled so that the meal period creates a half shift of less than three (3) hours, either before or after the lunch period, the Employees shall be entitled to take their rest periods either during that half shift or at two (2) separate intervals during the longer half shift.

11.09 An Employee called back to work shall receive a minimum of four (4) hours pay at their regular rate or a minimum of four (4) hours of work.

11.10 Provided an Employee is not advised by the Employer beforehand that there is no work available and the Employee reports to work in accordance with their work schedule they shall be paid a minimum of three (3) hours at their regular rate of pay.

11.11 Where the Employer determines there is a need, wash-up time up to a maximum of ten (10) minutes will be permitted immediately before the end of a work period.

11.12 The Employer acknowledges that the seniority of part-time Employees shall be respected in the preparation of work schedules.

11.13 Nothing in this Agreement shall be construed as guaranteeing an Employee minimum or maximum hours of work.

11.14 Attendance during Storms or Hazardous Conditions

(a) **Definitions**

(i) ***Hazardous conditions: Conditions, often resulting from a storm***

that may include poor road conditions, poor visibility, power outages, flooding and often result in advisories from traffic authorities or law enforcement on the use of public highways, and/or advisories from police, Emergency Management Office or other agencies.

- (ii) **Storms:** Adverse weather conditions such as heavy snowfall, freezing rain, ice, tropical storm, hurricane, or blizzard conditions.
 - (b) The manager of the affected outlet will endeavor to advise Employees as soon as possible prior to the commencement of their shift not to report to work.
 - (c) In the event an outlet is closed due to a storm or hazardous conditions, previously scheduled Employees will be granted leave with pay for the regularly scheduled work hours for that shift, unless alternate working arrangements have been made with their manager. Employees on preapproved time off prior to the closure day will not be entitled to compensation.
 - (d) Employees who are at work and are sent home by their manager will be paid for the balance of their scheduled workday at their regular rate of pay. In the case of a late arrival authorized by the Employer, an Employee who reports to work at the rescheduled start time shall be paid their regular rate of pay for the period of the full scheduled shift. In the event the Employee does not report to work at the rescheduled start time, they will only be paid for the actual time worked at their regular rate of pay.
 - (e) The decision to close an outlet is the responsibility of the Senior Manager of each outlet.
- 11.15 In the event of a lockout or legal strike by another Bargaining Unit, the Employer shall not require any Employee to cross a picket line to perform duties ordinarily carried out by the picketers. When entry to the workplace is blocked to the point of creating a danger for the Employee (as defined in section 122(1) of the *Canada Labour Code*), then the Employee shall notify their manager. Once reported, if the Employer is unable to assist the Employee with reporting to work or if no alternative work arrangements are available, then the worker shall receive their normal pay for the day.
- 11.16 When the normal operations of the outlet result in additional work or shifts due to scheduled absences of Bargaining Unit Employees, becoming available, such additional work opportunities shall first be offered to part-time Bargaining Unit Employees before being offered to full-time Employees as overtime opportunities.

Employees in the Bargaining Unit who request additional hours shall be offered

any available additional hours within their job titles, in their outlet based on their seniority on a rotational basis, and provided the additional hours do not result in overtime and do not conflict with existing schedules and the existing hours do not result in the change of status of an Employee.

11.17 The Employer shall not assign an Employee to split the hours of a shift without the Employee's consent.

ARTICLE 12 - Overtime

12.01 When an Employee is required to work in excess of the normal hours of work stipulated in Article 11.01, they are entitled to overtime compensation for each completed period of fifteen (15) minutes of overtime worked by them at a rate of time of one and one-half (1½) except as follows:

- (a) double time for all overtime work in excess of seven and one-half (7½) consecutive overtime hours on a normal working day;
- (b) double time for all overtime work in excess of seven and one-half (7½) consecutive overtime hours on the first day of rest; and
- (c) double time for all time worked on the second and subsequent days of rest.

12.02 When an Employee is required to work seven (7) or more consecutive days, they shall be paid at a rate of pay of not less than one and one-half (1½) their regular rate of pay for the first eight (8) hours of work on the seventh (7th) day or subsequent days, and two times (2 x) for all additional hours worked on the seventh (7th) or subsequent days.

12.03 (a) Overtime **will** be compensated in money except where, on request of an Employee, overtime may be compensated in equivalent leave with pay. The Employer shall grant compensatory leave at times convenient to both the Employee and the Employer.

(b) **An Employee may accumulate compensatory leave as outlined above up to a maximum of eighty (80) hours. All hours beyond this maximum will be automatically paid in the affected pay period.**

12.04 The Employer shall grant compensatory leave at times convenient to both the Employee and the Employer.

12.05 Overtime shall be offered first, to the Employee with the greatest seniority on the shift in the outlet that requires the work, provided the Employee is of the same classification (job title) and is capable of performing the work. If no Employee wishes to work the overtime, the Employer shall assign the work to a junior Employee who is capable of performing the work.

12.06 Meal Allowance

An Employee who works three (3) or more hours of overtime:

- (a) immediately before the Employee's scheduled hours of work, or
- (b) immediately following the Employee's scheduled hours of work,

and who has not been notified of this requirement prior to the completion of their previous shift, shall be reimbursed for one (1) meal in the amount of **twenty** dollars (\$**20.00**) except where meals are provided. A reasonable time to be determined by the Employer shall be allowed for the Employee to take an unpaid meal break.

12.07 Except in case of an emergency, a callback or in mutual agreement with the Employee, the Employer shall give a minimum of four (4) hours' notice whenever possible when overtime has to be worked.

ARTICLE 13 - Seniority

13.01 Definitions:

- (a) Seniority in the Operational and Administrative Categories for full-time Employees shall be defined as total length of continuous full-time employment in the Bargaining Unit.
- (b) Seniority in the Operational and Administrative Categories for part-time Employees shall be defined as total length of continuous part-time employment in the Bargaining Unit.
- (c) Seniority in the Administrative Support Category shall be defined as total length of continuous employment in the Bargaining Unit.
- (d) Probationary Employees shall have no rights under (a), (b) or (c) above under the seniority provisions of this Agreement until the conclusion of the probationary period as specified in sub-Article 3.01(d) at which time an Employee's seniority shall date back to their first day of continuous employment.
- (e) **Notwithstanding sub-Articles 13.01(a) and (b), if an Employee transfers from an NPF position to another Base/Wing to a position within the Bargaining Unit, the Employee shall retain their continuous service with the Employer and shall be placed at the closest lock-step increment equal or higher than the former hourly rate without exceeding the lock-step increment maximum of the new position within the Category I local pay grid, whichever is higher, and retain their vacation entitlements.**

- (f) Outlets
- (g) The seniority of an Employee in the Operational Category with regards to lay-off, recall from lay-off or any other provision set out in this Article shall be by outlet. The Operational Category shall be divided into the following operations called outlets:

CANEX SuperMart
Canuck Club
Community Recreation

- (h) The seniority of an Employee in the Administrative Support Category with regards to lay-off, recall from lay-off or any other provisions in this Article shall be by Administrative Support Category.
- (i) Lay-off shall be defined as a reduction in the work force or a change in status from full-time to part-time.
 - (i) **Where two (2) or more Employees on a seniority list have the same first day of paid employment, the seniority ranking for those Employees will be determined by the time the Employee was contacted for the position. For clarity, the Employee who was contacted first shall be deemed to be the senior Employee. The Employer will list the time of contact described above in the seniority list provided to the Local for all Employees hired after the date of ratification.**

13.02 Loss of Seniority

An Employee will lose their seniority rights under this Agreement and their service will be terminated if:

- (a) they voluntarily quit;
- (b) they are discharged for just cause;
- (c) they have been laid-off for a continuous period of twelve (12) months;
- (d) they have been laid-off and **is recalled to work and** fails to return to work or to provide in writing valid reasons for their inability to do so within **ten (10)** working days of the date they had been requested by the Employer, in writing by registered mail, to return to work. In order to be eligible for recall from lay-off the Employee must provide the Employer with their current mailing address and telephone number. **It is the responsibility of the recalled Employee to contact the Employer immediately, but no later than seven (7) working days, upon receipt of notice of recall to inform the Employer of their acceptance or rejection of the recall offer.** The

Component's National Office shall be copied on the registered letter recalling the Employee to work;

- (e) they overstay a period of leave granted by the Employer without securing an extension of such leave;
- (f) they absent themselves from their work for more than **five (5)** working days without securing leave or without producing evidence of a valid reason satisfactory to the Employer. **The Employer shall not unreasonably reject a valid reason for being absent from work.** It is understood and agreed that this Article does not permit or sanction absences of three (3) days or less without reasons satisfactory to the Employer.

13.03 Lay-off and Recall from Lay-off

In matters of lay-off, recall after lay-off, and reduction of full-time Employee to a part-time Employee, the principle of seniority shall be recognized, provided the senior Employee has the qualifications, experience, ability, and skill to do the job required.

13.04 Vacancies within the Bargaining Unit created by the departure of an Employee, reclassification of a position or the creation of a new position will be filled as follows:

- (a) the vacancy shall be offered first, on the basis of seniority for that category, to any Employee of that category on the lay-off list of the outlet concerned provided they are of the same classification as the vacant position or higher and provided they have the necessary qualifications, experience, ability, and skill to do the job required;
- (b) if the vacancy cannot be filled in accordance with sub-Article 13.04(a) above a notice of competition shall be posted for five (5) working days on notice boards and interested Employees shall apply in writing to the responsible officer named in the poster. An Employee in the outlet where the vacancy occurs shall be given first opportunity to fill the position provided they have the qualifications experience, ability, and skill to do the job required. Where the Employer determines there is more than one (1) Employee in the outlet concerned with equal qualifications to fill the vacancy, the more senior Employee will be given preference and be offered the appointment first;
- (c) if the vacancy cannot be filled in accordance with sub-Article 13.04(b) above then an Employee in the Bargaining Unit shall be given first opportunity to fill the position provided they have the qualifications experience, ability, and skill to do the job required. Where the Employer determines there is more than one (1) Employee in the Bargaining Unit with equal qualifications to fill the vacancy, the more senior Employee will be given preference and be offered the appointment first.

13.05 If, at any time within three (3) months of being awarded the job in accordance with

Article 13.04, the Employee requests to be returned to their former job or the Employee cannot satisfactorily perform the job, the Employee shall be returned to their former position or a similar position and former wage rate without loss of seniority.

13.06 Only an Employee who applied for a competition and was not selected at the stage in the process outlined in Article 13.04 above in which the Employee was entitled to be considered may submit a grievance regarding the competition. The grievance must be submitted at the first level of the grievance procedure within the ten (10) working days following the day on which the Employees were advised **that they were not** the successful candidate.

13.07 When a full-time Employee is laid-off due to lack of work and there is part-time work available, they shall be given preference to work part-time if they have the qualifications experience, ability, and skill to perform such work. For Operational Category Employees, this preference applies to available part-time work in the outlet. For Administrative Support Employees, this preference applies to available part-time work in the Bargaining Unit. Upon assuming such work, the Employee shall be paid at the hourly rate of pay of the job classification of the part-time work. A full-time Employee who accepts part-time work will retain seniority as a full-time Employee for twelve (12) months and shall be given the first opportunity, consistent with their seniority, to re-convert to full-time status provided that the Employee has the qualifications experience, ability, and skill to do the job required.

When a part-time Employee is laid off, they shall be retained on the layoff list and shall be eligible for recall to a part-time position in accordance with their seniority.

13.08 **An Employee recalled from layoff to a classification with a lower rate of pay than the rate of pay of their former position, shall be paid the rate of pay specified in Appendix A for the new position to which they are appointed. Notwithstanding the foregoing, the Employee will retain the seniority of their former classification for twelve (12) months from the date they were placed on the layoff list of the operation concerned.**

13.09 **A full-time Employee who is on layoff may continue the benefits listed in Article 19.02, with the exception of long term disability benefits, until such time as the Benefits Plan includes it, for a period of twelve (12) months. The Employee will be responsible for both the Employee and Employer share of the premiums.**

13.10 **Temporary Employees shall be laid off before full-time and part-time Employees.**

13.11 Seniority Lists

Within sixty (60) days of the signing of this Collective Agreement separate seniority lists for the Bargaining Unit shall be posted for a period of three (3) weeks. For the

Operational Category, the list shall be by outlet, and shall separately list full-time and part-time Employees; and for the Administrative Support Category shall separately list full-time and part-time Employees. Lists shall include Employees' full name, job title and seniority date. The seniority date for each Employee shall be considered correct if no objection is made within three (3) weeks of the first day of posting of the initial list on which the Employee's name appears. The Employer will provide the Union with revised seniority lists semi-annually.

- 13.12 In all circumstances, a full-time Employee shall have preference over a part-time Employee provided the full-time Employee has the qualifications experience, ability, and skill to do the job required.
- 13.13 Under normal circumstances, the Employer shall notify Employees who are to be laid-off fourteen (14) calendar days prior to the effective date of the lay-off.
- 13.14 For the purpose of the application of this Article, part-time Employees who accept a full-time position with the Employer will be credited with one-half (½) of their part-time seniority towards their full-time seniority.
- 13.15 A part-time Employee relieving a full-time Employee absent due to illness, injury, vacation or any other leave of absence will not be considered a full-time Employee for the purpose of this Agreement.
- 13.16 A full-time Employee who is on lay-off may continue the benefits listed in Article 19.02 for a period of twelve (12) months. The Employee will be responsible for both the Employee and Employer share of the premiums.

13.17 Qualifications

In this Article, the Employer is to be the judge of qualifications experience, ability, and skill but agrees that such decisions will not be made in an arbitrary or discriminatory manner.

ARTICLE 14 - Designated Holidays

14.01 There shall be **twelve (12)** designated holidays with pay as follows:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Sovereign's Birthday (Victoria Day)
- (e) Canada Day
- (f) First Monday in August
- (g) Labour Day
- (h) **National Truth and Reconciliation Day**
- (i) Thanksgiving Day
- (j) Remembrance Day
- (k) Christmas Day

- (l) Boxing Day
- (m) One additional day when proclaimed by an Act of Parliament as a National Holiday

14.02 Full-time Employees are entitled to designated holidays with pay listed in Article 14.01 when:

- (a) they work their scheduled day before and their scheduled day after the designated day, unless the absence is due to provable personal injury or illness or they were approved on another form of approved leave with pay;
- (b) they are not on an authorized leave of absence without pay.

14.03 A full-time Employee who is entitled to a designated holiday and is required to work on that designated holiday will be reimbursed in the following manner at the discretion of the Employee:

- (a) paid at the rate of one and one-half times ($1\frac{1}{2}$ x) their regular rate for the hours worked in addition to their regular wages for the day; or
- (b) paid at the rate of one and one-half times ($1\frac{1}{2}$ x) their regular rate for the hours worked and be given a holiday with pay at some other time convenient to them and the Employer.

14.04 When a designated holiday falls on a day that is a non-working day for a full-time Employee, the Employee is entitled to and shall be granted a day off with pay at a time convenient to them and the Employer.

14.05 If a full-time Employee is not entitled to a paid designated holiday and they are required to work on the designated holiday they will be paid at one and one-half times ($1\frac{1}{2}$ x) their regular rate.

14.06 When an Employee is entitled to a designated holiday on which they are required to work, the following applies:

- (a) the Employee shall be paid, in addition to their regular rate of pay for that day, at a rate at least equal to one and one-half times ($1\frac{1}{2}$ x) their regular rate for the first seven and one-half ($7\frac{1}{2}$) hours worked by them on that day and two times (2 x) their hourly rate of pay for all hours worked thereafter; or
- (b) the Employee shall be paid at one and one-half times ($1\frac{1}{2}$ x) their rate of pay for the first seven and one-half ($7\frac{1}{2}$) hours worked by them on that day and two times (2 x) their hourly rate of pay for all hours worked thereafter and may be given a day off with pay at some other time which may be by way of addition to their annual vacation or at a time convenient to the Employee and the Employer.

- 14.07 Part-time Employees shall be paid **at the corresponding rate** of earnings as designated holiday pay every pay period. If a part-time Employee works on that day, they will be paid at the rate of one and one-half times (1½ x) their rate of pay for the hours worked on that day.
- 14.08 Employees on a leave of absence for Union business not in excess of two (2) weeks on the scheduled day prior to and following the holiday shall be paid for the holidays mentioned in Article 14.01.
- 14.09 When a designated holiday falls on a day that is a non-working day for an Employee, the Employee is entitled to and shall be granted a day off with pay at some other time. This may be by way of an addition to their annual vacation or granted as a day off with pay at a time convenient to the Employee and the Employer. Except that, when New Year's Day, Canada Day, Remembrance Day, Christmas Day or Boxing Day falls on a Sunday or Saturday that is a non-working day, the Employee is entitled to and shall be granted a day off with pay on the working day immediately preceding or following the designated holiday.
- 14.10 When a full-time Employee works on a holiday following a day of rest on which the Employee also worked and received overtime in accordance with Article 12.01, they shall be paid in addition to the pay that they would have been granted had they not worked on the holiday, two times (2 x) the Employee's hourly rate of pay for all time worked.
- 14.11 An Employee who is required to work between 8:00 p.m. and midnight on December 31 (New Year's Eve) shall receive, in addition to their regular rate of pay for that day, compensation at two times (2 x) their hourly rate of pay.

ARTICLE 15 - Vacation Leave

- 15.01 Full-time Employees are entitled to and shall be granted a paid vacation at the normal rate of pay for the period involved. A full-time Employee shall be entitled to apply for vacation leave on the basis of earned prorated vacation credits.

Upon written request, a part-time Employee may be granted time off without pay for vacation purposes based on the vacation entitlement outlined below. For purposes of vacation scheduling, and in cases where operational requirements dictate, it is understood that full-time Employees will have preference over part-time Employees, unless part-time Employees have already had their vacation leave approved.

Prior to the start of each calendar year, part-time workers will have the option to elect to have their entitlement paid out during each pay period or held by the Employer and the cumulative amount paid out during the pay period that falls prior to their approved period of vacation leave and the remainder on the final pay date of the year.

The vacation entitlement shall be as follows:

<u>Years of Continuous Employment</u>	<u>Full-time Entitlement</u>	<u>Part-time Entitlement</u>
In the 1 st year	10 working days	4% of gross income
In the 2 nd to 6 th year	15 working days	6% of gross income
In the 7 th to 15 th year	20 working days	8% of gross income
In the 16 th to 17 th year	23 working days	9.2% of gross income
In the 18 th to 26 th year	25 working days	10% of gross income
In the 27 th year	27 working days	11% of gross income
On completion of the 28 th and subsequent years	30 working days	12% of gross income

15.02 Recognition of Prior Service in the Canadian Armed Forces in the Calculation of Vacation Entitlement:

- (a) For the purposes of this Article, qualifying prior Canadian Armed Forces service shall be any period of former Canadian Forces service as either a member of the Regular Force or Reserve Force Class B or C that is at least six (6) continuous months in duration and during which time the employee was not earning vacation as an NPF employee. For greater certainty, prior, current or future Canadian Forces service earned during any period where the employee also earned or received vacation pay with/from NPF does not count as qualifying prior Canadian Forces service.
- (b) In order to be eligible for the inclusion of qualifying prior Canadian Forces service credit in the calculation of their vacation entitlement, the employee must provide their local Human Resources Office with an acceptable record of their qualifying prior Canadian Forces service. Acceptable records include confirmation of:
- (i) service as a contributor under the *Canadian Forces Superannuation Act*;
 - (ii) service that has been elected as pensionable service under subparagraph 6.(1)(b)(iii)(C) of the *Public Service Superannuation Act*; or
 - (iii) service as Reserve Force Class B or C for which (a) and (b) do not apply but that can be validated to the satisfaction of the Employer.

- 15.03 On termination of employment or death the Employee or their estate is entitled to any vacation pay owed to them in respect to any prior completed year of employment and vacation pay for any portion of the year completed at the time of termination at their current rate of pay.
- 15.04 Calculations for vacation entitlement shall be based on the anniversary date of employment of the Employee.
- 15.05 Subject to operational requirements the Employer shall make every reasonable effort to schedule an Employee's vacation at a time acceptable to the Employee based on length of service.
- 15.06 An Employee shall give the Employer at least two (2) weeks' notice in writing regarding the actual dates on which the Employee desires to take their vacation if the period of vacation is four (4) or more working days. Leave for shorter periods may be granted provided sufficient notice is given.
- 15.07 Vacation leave shall not be cumulative from year to year. It is realized that occasionally Employee's vacations cannot be taken during the vacation period because of illness, job requirements or other exceptional circumstances. In such cases, vacations may be carried over the next vacation period with the approval of the Employer. Applications for vacation carry-over shall be submitted in writing. Such approval shall not be unreasonably withheld.
- 15.08 Vacation is only earned while an Employee is drawing a wage. Authorized periods of leave without pay that do not exceed two (2) weeks may be counted as time earning vacation.
- 15.09 When any holiday as defined in Article 14.01 falls within the Employee's paid vacation period they will be permitted to take one (1) extra day of vacation with pay consecutive with their vacation for each designated holiday.
- 15.10 The vacation leave entitlement of an Employee whose status is changed from part-time to full-time will be based on the total completed years of employment as a part-time and full-time Employee.
- 15.11 The vacation schedule shall be posted prior to the vacation period and such vacation shall be granted on the basis of seniority in the outlet. A senior Employee will not be able to request a vacation period already selected by an Employee whose vacation request was approved by the Employer.
- 15.12 At the request of the Employee, the Employer shall schedule the Saturday and Sunday, referred to in Article 11.06, prior to an Employee going on vacation as days of rest, if the period of the vacation is for four (4) or more days.
- 15.13 Where, in respect of any period of vacation leave with pay, an Employee is granted sick leave on production of a medical certificate, the vacation with pay so displaced shall either be added to the vacation, if requested by the Employee and approved

by the Employer, or be reinstated for use at a later date. The dates indicated on the medical certificate must fall within the dates on the vacation leave request.

15.14 An Employee is entitled to be informed, upon request, of the balance of their vacation entitlement, either through direct access via a workplace software application or by request to their manager when no access to the software is available to the Employee in the workplace.

15.15 Vacation leave can be taken in hourly increments.

15.16 Prior Service Canadian Armed Forces Dependent:

- (a) **As of 1 December 2020, full time Employees who are dependents of a Canadian Armed Forces (CAF) member and experience a break in service solely as a result of being posted from one location to another, will have their previous service counted for the purpose of their vacation entitlement outlined in their Collective Agreement.**
- (b) **As of 1 December 2020, any vacation entitlement credits will be applied to their future calculation of vacation entitlement outlined in their Collective Agreement.**
- (c) **Retroactivity: only Employees currently on strength in the Bargaining Unit as of the date of ratification (insert date) and who qualify will be credited vacation leave entitlements for the time that was not previously counted.**

ARTICLE 16 - Leave General

16.01 Sick Leave Plan

- (a) All full-time Employees are entitled to up to seventeen (17) weeks sick leave at full pay.
- (b) Part-time Employees may be granted up to a maximum of **twenty-four (24) hours** of paid sick leave per fiscal year.
- (c) Sick leave is not cumulative from year to year, nor does it have any cash value.
- (d) The following conditions govern the entitlement to sick leave:
 - (i) the Employee must contact their immediate supervisor as soon as possible on the first day of absence indicating the reason for the absence and the expected date of return;

- (ii) a medical certificate signed by a doctor must be provided for each absence in excess of five (5) working days. The Employer reserves the right to require a medical certificate for any period of illness provided the Employee is advised in advance in writing of the requirement beforehand. Prolonged or frequent illness may require additional certificates at the expense of the Employer from the Employee's doctor or a doctor mutually agreed upon;
 - (iii) a pregnant Employee who has not commenced pregnancy leave is eligible for coverage under the sick leave plan including coverage for pregnancy related illnesses.
- (e) The full-time Employee's full benefits are reinstated after a return to work for thirty (30) calendar days or for five (5) continuous working days if the disability is for a new cause. If the full-time Employee is affected by the same illness during the first thirty (30) days following the Employee's return to work, it will be considered as a continuation of the original disability.
 - (f) Upon termination of the sick leave period provided in sub-Article 16.01(a), an Employee may ask for and obtain additional leave without pay for a period not in excess of thirty-five (35) weeks; an Employee who is granted such leave is entitled to return to their former position on returning to work.
 - (g) The Employer will not employ its attendance management policy in an arbitrary manner. Employees who use sick leave for bona fide reasons and adhere to all the requirements regarding the same will not be subject to disciplinary action.
 - (h) If a full-time Employee has exhausted their sick leave benefits under sub-Article 16.01(a) and remains medically unable to work due to same illness/injury, they may be eligible for Long Term Disability (LTD) benefits provided that they meet the eligibility criteria of the LTD Plan.

An Employee converting from part-time to full-time status at CFB Goose Bay shall be entitled to up to seventeen (17) weeks sick leave at full pay in accordance with the provisions of sub-Article 16.01(a).

16.02 **Pregnancy and Parental Leave**

An Employee has the right to leave without pay in the following circumstances:

- (a) An Employee who provides the Employer with a certificate from a qualified health care provider attesting that **they are** pregnant is entitled **to** up to seventeen (17) weeks of leave beginning at the earliest twelve (12) weeks before the presumed date of their delivery and ending, at the latest, seventeen (17) weeks after the date of delivery;

- (b) Where an Employee has or will have the actual care and custody of a newborn child or adopts a child, that Employee is entitled to and shall be granted a leave of absence without pay for either:
- (i) a single period of up to thirty-seven (37) consecutive weeks in the fifty-two-week (52) period; or
 - (ii) a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period;
- beginning on the day on which the child is born or the day on which the child comes into the Employee's care.
- (iii) in the case of a **child bearing** Employee, on the expiration of any leave of absence taken for **pregnancy** purposes, or on the day the child is born or comes into the Employee's care and custody;
- (c) An Employee may elect to use earned vacation and compensatory leave credits up to and beyond the date that following the periods of leave outlined in sub-Articles 16.02(a) and 16.02(b).
- (d) The aggregate amount of parental leave and adoption leave that may be taken by two (2) Employees for childcare responsibilities will not exceed sixty-three (63) weeks.
- (e) Every Employee is to give at least four (4) weeks' notice in writing to the Employer of the intent to take leave pursuant to Article 16.02 and of any change in length of leave intended to be taken.
- (f) Where the Employee's child is born with or contracts a condition that requires hospitalization within the period defined in sub-Article 16.02(a) and 16.02(b) above and the Employee returns to work during all or part of any periods during which the newborn is hospitalized the Employee may resume the leave to the extent provided in sub-Articles 16.02(a) and 16.02(b) above provided that the leave does not end later than one hundred and four (104) weeks after the child is born or comes into the care of the Employee.
- (g) Leave granted under this Article shall be counted as "service" for purposes of benefits **and seniority** in this Agreement. This shall not apply where an Employee terminates employment immediately following leave pursuant to Article 16.02.
- (h) The Employee shall, along with the request for pregnancy or parental leave without pay, notify the Employer in writing of the options concerning the pension and group insurance benefits. If these benefits are to be continued, arrangements will be made for the Employee to make the necessary contributions. If an Employee elects to continue their pension and/or group

insurance benefits during pregnancy and/or parental leave, the Employer will continue to pay its applicable share of the premiums and contributions.

16.03 An Employee returning from leave provided pursuant to Article 16.02 shall be reinstated into the position occupied at the time the leave commenced, or if the position no longer exists, in a comparable position in the same location, with not less than the same wages and benefits. If during the period of leave, the salary and benefits of the group to which the Employee belongs are changed as a result of a reorganization, and/or a renewal of the Collective Agreement, the Employee is entitled upon return from leave to receive the same salary and benefits that the Employee would have received had they been working when the reorganization and/or renewal of the Collective Agreement took place. An Employee on leave will be notified in writing if such a change occurred.

16.04 **Pregnancy Leave Allowance**

(1) An Employee shall be granted a **pregnancy** top-up allowance, which shall consist of a total of seventeen (17) weeks of payments, as follows:

(a) where an Employee is subject to a waiting period before receiving Employment Insurance maternity benefits, they are eligible to receive ninety-three percent (93%) of their weekly gross pay;

(b) for each week that the Employee receives a pregnancy benefit pursuant to section 22 of the *Employment Insurance Act*, they are eligible to receive the difference between ninety-three percent (93%) of their weekly gross pay and the Employment Insurance pregnancy benefits; and

(c) where an Employee has received the full fifteen (15) weeks in (b) and remains on pregnancy leave without pay, they are eligible to receive the additional week(s) of pregnancy allowance at ninety-three percent (93%) of their weekly gross pay.

(2) In accordance with the following conditions:

(a) after completion of six (6) months continuous employment, an Employee who provides the Employer with proof that they have applied for and are eligible to receive Employment Insurance benefits pursuant to section 22 of the *Employment Insurance Act*, as may be amended from time to time, shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan;

(b) an Employee who receives the allowance shall return to work for a period of twenty (20) working days on the date of expiry of pregnancy leave unless the date is modified with the Employer's consent or unless the Employee is then entitled to another leave provided for in this Agreement; and

- (c) should the Employee fail to return to work as per the provisions of Article 16.04(2)(b), the Employee recognizes that they are indebted to the Employer for the full amount of the allowance.
- (d) **employees who receive the pregnancy leave allowance but are unable to return to work for the period of time in sub-Article 16.04(2)(b) due to circumstances that are beyond the control of the Employee, will not be indebted to the Employer for the amount of the pregnancy leave allowance paid to them. The Employer shall not act in an arbitrary or discriminatory manner in its assessment of the Employee's situation; and**
- (e) **if the Employee believes that they may not be able to comply with the obligation to return to work, they shall have the option of electing to defer their allowance entitlements until such time as they return to work. Should the Employee return to work for the requisite period as stipulated in sub-Article 16.04(2)(b), they will be given their pregnancy leave allowance in the form of a lump sum less statutory deductions upon recommencement of employment.**

16.05 Bereavement Leave

- (a) An Employee will be given leave with pay for five (5) days immediately following the death of a member of their immediate family and for one (1) day in the case of a distant relative. In addition, the Employee may be granted up to two (2) days leave with pay for the purpose of travel related to the death. If required, one or more days referred to in this Article can be carried forward to the day of cremation or burial if such an event is to occur at a later date, on the condition that the leave does not extend beyond the day following the cremation or burial.
- (b) For the purposes of this Agreement, immediate family will comprise anyone of the following: parents (or alternatively, step-parents or foster parents), siblings, father-in-law, mother-in-law, spouse (including common-law spouse resident with the Employee), child (including child of common-law spouse, as well as step-child or ward of the employee), brother-in-law or sister-in-law, son-in-law or daughter-in-law, grandchildren, and grandparents or any relative permanently residing in the Employee's household or with whom the Employee resides.
- (c) For the purposes of this Article, distant relative will comprise any of the following: aunt, uncle, niece, nephew or first cousin.
- (d) Should the periods mentioned above contain one (1) or more non-working days (for example, Sunday or day off), the Employee may claim leave with pay only for the actual days of work they will have missed.

It is recognized by the parties that the circumstances which call for leave in respect

of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in sub-Article 16.05(a) above.

The Employer recognizes that families may take different forms due to a variety of factors such as cultural norms or personal circumstances. The Employer appreciates that the relationships formed under such norms or circumstances are valuable and significant to the Employee. The Employer agrees to seriously consider requests for bereavement leave where cultural traditions or other circumstances create important family relationships not described above. Such requests shall not be unreasonably denied.

16.06 Court Leave with Pay

In the event an Employee is required by subpoena to attend as a witness in any proceeding held:

- (a) in or under the authority of a court of justice or before a grand jury;
- (b) before a court, judge, justice, magistrate or coroner;
- (c) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of their position;
- (d) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
- (e) 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.

The Employer agrees to make up the difference, if any, between the amount paid to them for witness fees and the amount they would have earned had they worked on the day they were required to appear as a witness. The Employee must promptly notify the Employer they have been summoned as a witness.

16.07 Jury Duty

In the event an Employee is summoned for jury duty, the Employer agrees to make up the difference, if any, between the amount paid to them for jury services and the amount they could have earned had they worked on such days. This does not apply if the Employee is excused from jury duty for the rest of the day or days and, where practical, fails to report back to work, or if jury duty occurs on the Employee's regularly scheduled day off. The Employee must promptly notify the Employer that they have been summoned for jury duty.

16.08 Leave of Absence without Pay

- (a) An Employee may be granted a leave of absence of up to twelve (12) months without pay provided they receive permission in advance from the Employer in writing. Such leave of absence will not **exceed twelve (12) months in duration and shall not be unreasonably withheld. At the discretion of the senior manager, a leave of absence may be approved for a period in excess of twelve (12) months, for up to a further six (6) months.**
- (b) **Once an Employee has taken the total leave of absence without pay provided for in this Article, they must return to work for twelve (12) consecutive months prior to being eligible to take another leave of absence without pay. Any accumulated vacation leave and/or compensatory time must be taken prior to granting leave without pay.**
- (c) **An Employee on leave of absence without pay exceeding two (2) weeks may continue group benefits and/or pension provided the Employee pays both the Employer's and their share of the premiums and contributions. An Employee's election to either continue or suspend group benefits and/or pension for the duration of the leave it irrevocable and binding. An elected option cannot be changed after the leave has commenced.**
- (d) **An Employee will not be entitled to receive pensionable service for any periods of leave of absence without pay for which they have not made pension contributions.**
- (e) **An Employee returning from leave without pay may be reinstated in the position occupied at the time the leave commenced, providing that the position is available. If unavailable, the Employer may return the Employee into a comparable position for which they are qualified.**

16.09 Leave with pay for Family Related Responsibilities

The Employer shall grant up to **seven (7)** days family related leave with pay in a fiscal year to full-time Employees and up to **forty-two (42)** hours leave with pay for part-time Employees in a fiscal year under the following circumstances to be used in any combination for the following reasons:

- (a) to take a dependent family related member for medical or dental appointments or for appointments with appropriate authorities in school or adoption agencies. An Employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize their absence from work. An Employee requesting leave under

this provision must notify their supervisor of the appointment as far in advance as possible;

- (b) for the temporary care of a sick member of the Employee's immediate family;
- (c) for the needs directly related to the birth or adoption of an Employee's child. This leave may be divided into two (2) separate periods and granted on separate days;
- (d) to attend school functions if the supervisor was notified of the function as far in advance as possible;
- (e) to provide for the Employees child in the case of an unforeseeable closure of the school or daycare facility;
- (f) to attend an appointment with a legal or paralegal representative or with a financial representative if the supervisor was notified of the appointment as far in advance as possible;
- (g) to attend a house hunting trip for relocation of spouse;
- (h) to attend emergencies beyond the control of the Employee.

For the purposes of Article 16.09, family is defined as spouse (or common-law spouse, resident with the Employee), dependent children (including children of legal or common-law spouse), grandchildren, parents (including step-parents or foster parents), grandparents or any relative permanently residing in the Employee's home or **for whom the Employee has a duty of care whether they reside with the Employee or not.**

The Employer shall grant to an Employee up to five (5) days of leave without pay for needs directly related to adoption.

Leave for Family Related Responsibilities may be taken in hourly increments.

This leave may not be carried into a subsequent year.

16.10 Compassionate Care Leave

Provided that the Employee has provided confirmation that they have applied and are eligible to receive Employment Insurance Compassionate Care benefits, a full-time or part-time Employee shall be eligible to receive up to six (6) months within a fifty-two (52) week period Compassionate Care Leave without pay.

- (a) An Employee returning from compassionate care leave shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the same location, with not less than the same pay

and benefits. If during the period of leave, the pay and benefits of the group to which the Employee belongs are changed, the Employee is entitled, upon return from leave, to receive the same pay and benefits that the Employee would have received had they been working when the change occurred. An Employee on leave will be notified in writing if such a change took place.

- (b) Length of service continues to accrue during absences of compassionate leave.
- (c) An Employee shall notify the Employer in writing, along with the request for compassionate care leave, of the options concerning the pension and group benefits coverage. An Employee on compassionate leave may continue group benefits coverage provided the Employee pays their share of contributions; the Employer shall continue to pay its share of contributions.

16.11 Personal Leave

- (a) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, **a full-time** Employee shall be granted, in each fiscal year, **three (3) days** of leave with pay for reasons of a personal nature. The Employer may approve request with less than the above notice and such requests shall not be **unreasonably** denied. The leave will be scheduled at times convenient to both the Employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the Employee may request.
- (b) **A part time Employee shall be granted eighteen (18) hours, in each fiscal year.**
- (c) **At the Employee's option, this leave may be taken in hourly increments.**
- (d) **The leave may not be carried over into a subsequent year.**

16.12 Leave without Pay for Relocation of Spouse

A full-time or part-time Employee whose spouse is being relocated/posted/transferred to another geographical location for work reasons may be granted relocation leave without pay for up to twelve (12) months provided that they meet the following eligibility requirements:

- (a) the Employee must submit a written request for relocation leave to their manager, which should be done at least four (4) weeks in advance and in any event, as soon in advance as possible;

- (b) the Employee must provide proof of the spouse's relocation/posting/transfer;
- (c) the Employee must provide advance written confirmation that they are voluntarily giving up rights to their substantive position effective the first (1st) day of their relocation leave (thus allowing their former position to be immediately filled on a permanent basis);
- (d) the Employee must provide advance written confirmation that they will be deemed to have voluntarily resigned from their NPF employment effective the last day of their relocation leave in the event that they are not successful in obtaining another NPF position at the new location during their leave; and
- (e) the Employee must ensure their previous location has their current contact information.

An Employee may continue group benefits and pension coverage provided the Employee pays both the Employer's and their share of contributions. The Employee shall, along with the request for relocation leave, notify the Employer in writing of the options concerning the pension and group benefits coverage.

Length of service is retained but does not accrue during the leave period.

If the Employee receives an offer of employment at their new location or returns to their original location and is rehired within the twelve (12) month leave period their reemployment will be treated as continuous service and their relocation leave will automatically end effective the day before the Employee starts working in the new position.

16.13 Leave for Pregnant Employees

The Employer shall grant pregnant Employees up to a one-half (½) day of reasonable time off with pay for the purpose of attending each medical appointment relating to the Employee's pregnancy. An Employee is expected to make reasonable efforts to schedule such appointments in such a way as to minimize their absence from work. An Employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible.

16.14 Domestic Violence Leave

The parties recognize that Employees may be subject to domestic violence in their personal lives and that this may affect their attendance at work.

Upon request to the local Human Resources manager, an Employee who is the victim of domestic violence, or who is the parent or guardian of a child who is the victim of domestic violence, will be granted paid leave for victims of domestic violence so that the Employee can:

- (a) obtain care and support for themselves or their child following a physical or psychological injury, or
- (b) use an organization that assist victims of domestic violence, or
- (c) obtain counselling services, or
- (d) move temporarily or permanently, or
- (e) obtain legal or police assistance, or
- (f) to prepare for legal proceedings (civil or criminal).

This paid leave will not exceed **five (5) shifts for full-time Employees and twenty-five (25) hours for part-time Employees** in any fiscal year, at times convenient to the Employee.

The Employer may, through its local Human Resources manager, in writing, and no later than fifteen (15) days after the employee's return to work, request that the Employee provide documentation in support of the leave. The Employee must provide this documentation only if it is reasonably possible for them to obtain it and provide it.

The Employer agrees that an Employee will not be subject to adverse action if their attendance or job performance is affected because they are experiencing domestic violence.

At the request of the Employee, the Employer undertakes, in collaboration with the Employee, to develop a plan to ensure their safety in the workplace.

Any personal information related to a domestic violence case will be treated in a strictly confidential manner, in accordance with the relevant legislation, and shall not be disclosed to any other party without the Employee's express written agreement. No information on domestic violence will be kept in an Employee's personnel file without their express written agreement.

This leave may be taken in hourly increments.

16.15 Block Leave

During the holiday period (e.g. Dec 23-Jan 3), Employees who will be affected by the closure of the work site will be on leave without pay. Employees are encouraged to retain annual leave or compensatory time off to cover the holiday period. However, if an affected Employee wishes to continue working during the holiday period, they will notify their manager who will assign work hours, subject to availability, which may include work of an administrative nature.

ARTICLE 17 - Grievance Procedures

- 17.01 For the purposes of this Agreement, a grievance or oral complaint is defined as a difference arising between an Employee and the Employer, relating to the interpretation, application administration, or alleged violation of this Agreement that affects the Employees' terms and conditions of employment and shall include complaints arising under the *Canadian Human Rights Act* and the **Federal Public Sector Labour Relations Act**, as amended from time to time.
- 17.02 The grievance procedure includes an informal or verbal complaint stage for Employees. Before a formal grievance is presented, the Employee and/or Union representative is encouraged to discuss it as an informal or verbal complaint with the manager through discussion. If the Employee is not satisfied with the result of such verbal and informal discussions, a formal grievance may then be presented within the time limits outlined in this Article.
- 17.03 A three-level grievance procedure is provided to employees. The Employer will post on the bulletin boards, the positions of the officials designated by the Employer to handle each of the three (3) levels of the Grievance Procedure. The Union is to be supplied with copies of said postings.
- 17.04 Subject to and as provided in Part 2 of the **Federal Public Sector Labour Relations Act** as may be amended from time to time, an Employee who feels aggrieved by the interpretation or application of the Collective Agreement or arbitral award, or by any matter, action or lack of action by the Employer affecting the terms and conditions of **their** employment, other than a matter arising from the classification process is entitled to present a grievance in the manner prescribed in this Article except that;
- (a) where there is another administrative procedure provided by or under any Act of Parliament, other than the *Canadian Human Rights Act*, to deal with their specific complaint, such procedure must be followed; and
 - (b) where the grievance relates to the interpretation or application of the Collective Agreement or an arbitral award, they are not entitled to present the grievance unless they have the approval of and is represented by the Union.
- 17.05 Subject to and as provided in Part 2 of the **Federal Public Sector Labour Relations Act** as may be amended from time to time, the Union may present a group grievance on behalf of a group of Employees who feel aggrieved by the interpretation or application, common in respect of those Employees, of this Collective Agreement or arbitral award other than a matter arising from the classification process, in the manner prescribed in this Article. Where there is another administrative procedure provided by or under any Act of Parliament, other than the *Canadian Human Rights Act*, to deal with the specific complaint, such procedure must be followed.

- 17.06 An Employee, or the Union on behalf of a group of Employees, is not entitled to present a grievance relating to any action taken, direction or regulation given or made on behalf of the Government of Canada, respecting matters involving the safety and security of Canada.
- 17.07 An Employee or the Union on behalf of a group of Employees, when submitting a grievance at any level, shall use the NPF Grievance Presentation Form. However, a grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the NPF Grievance Presentation form or by reason of any technical irregularity. The form is obtainable from the Human Resources Office.
- 17.08 An Employee has the right to be represented by a Union representative in the grievance procedure at any level and at either, or both, the informal discussion (oral complaint) stage, or when the formal written grievance is being considered.
- 17.09 At the request of an Employee/group of Employees who have presented a grievance, the Union representative shall have the right to consult with the person designated to reply on the Employer's behalf at any level in the grievance procedure. At levels other than the final level the request for consultation may be made orally.
- 17.10 An Employee, or the Union on behalf of a group of Employees, wishing to present a grievance shall do so:
- (a) at the first level of the grievance procedure where the grievance does not relate to disciplinary action resulting in the discharge of the Employee; and
 - (b) at the final level of the grievance procedure where the grievance relates to disciplinary action resulting in the discharge of the Employee.

Any levels in the grievance procedure, except the final level, may be by-passed by the mutual consent of the Employer, the Employee/group of Employees and the Union representative.

- 17.11 An individual or a group grievance shall be presented:
- (a) where it does not relate to disciplinary action resulting in discharge, not later than the twentieth (20th) **working** day; and
 - (b) where it relates to disciplinary action resulting in discharge, not later than the twenty-fifth (25th) **working** day;

after the day on which the Employee/group of Employees are notified orally or in writing, or where the Employee/group of Employees are not so notified, after the day on which the Employee/group of Employees became aware of the action or circumstances giving rise to the grievance.

- 17.12 When an Employee, or the Union on behalf of a group of Employees, is not willing

to accept the response to a grievance submitted to the first or second level and wish to submit the grievance to the final level, this must be done within ten (10) **working** days after the date on which the response was conveyed to the Employee or the Union on behalf of a group of Employees in writing by the Employer.

- 17.13 When an Employee or the Union on behalf of a group of Employees does not receive a response to the grievance within fifteen (15) **working** days, the Employee or the Union on behalf of a group of Employees is entitled to submit the grievance to the next higher level.
- 17.14 The Employer shall reply to an Employee's/group of Employees' grievance at the first or second level of the grievance process within fifteen (15) **working** days after the grievance is presented, and within twenty-five (25) **working** days where the grievance is presented at the final level.
- 17.15 The time limits stipulated in the grievance procedure may be extended by mutual agreement between the Employer, the grievor(s) and the Union representative.
- 17.16 In determining the time within which any action is to be taken in the grievance procedure, Saturdays, Sundays and designated holidays shall be excluded.
- 17.17 An Employee or the Union on behalf of a group of Employees may abandon a grievance at any stage in the process by written notice to the officer who is designated to receive and to reply on behalf of the Employer at Level One of the grievance process.
- 17.18 An Employee or the Union on behalf of a group of Employees who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless in the opinion of the Employer it was not possible for the Employee/Union to comply with the prescribed time limits.
- 17.19 Where an Employee or the Union on behalf of a group of Employees has presented a grievance up to and including the final level with respect to disciplinary action resulting in discharge, suspension or a financial penalty, and the grievance has not been dealt with to the Employee or group of Employee's satisfaction, they may refer the grievance to adjudication in accordance with the provisions of the **Federal Public Sector Labour Relations Act** and regulations, as may be amended from time to time.
- 17.20 When a grievance that may be presented to adjudication is a grievance relating to the interpretation or application in respect of them of a provision of a Collective Agreement or an arbitral award, the Employee is not entitled to refer the grievance to adjudication unless the Union for the Bargaining Unit to which the Collective Agreement or arbitral award applies signifies in prescribed manner:
 - (a) its approval of the reference of the grievance to adjudication; and

- (b) its willingness to represent the Employee in the adjudication proceedings.

Subject to and as provided in Part 2 of the **Federal Public Sector Labour Relations Act** as may be amended from time to time, the Union or the Employer may present a policy grievance in respect of the interpretation or application of the Collective Agreement or of an arbitral award, as it relates to the Union or the Employer or the Bargaining Unit generally.

17.21 Harassment and Discrimination Grievance

The parties recognize that an Employee may file a grievance alleging that the terms and conditions of their employment have been affected by discrimination on any prohibited ground as defined under the *Canadian Human Rights Act* or harassment and violence, as defined in the Employer's Workplace Harassment and Violence Prevention policy.

In the event that an Employee chooses to grieve discrimination or harassment, the grievance shall be submitted immediately to the third and final level of the Employer's grievance process. Notwithstanding the timelines set forth in this Article, the Employer shall reply to a grievance regarding discrimination or harassment within ninety (90) days after the grievance is presented.

- 17.22 By mutual agreement, the parties may use an independent mediator in an attempt to settle a grievance dealing with discrimination. The selection of the independent mediator will be by mutual agreement.

17.23 Expedited Adjudication

Subject to any requirement that the parties obtain the approval of the Federal Public Sector Labour Relations and Employment Board (hereinafter referred to as the "Board") to their proposed procedure for expedited adjudication, the parties agree that any adjudicable grievance may be referred to the following expedited adjudication process:

- (a) At the request of either party, a grievance referred to adjudication may be dealt with through Expedited Adjudication with the consent of both parties.
- (b) When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Bargaining Agent will submit to the Board a consent form signed by the grievor and/or the Bargaining Agent, and the Employer will submit a consent form duly signed by an authorized representative.
- (c) In the event that the parties arrive at an Agreed Statement of Facts, it will be submitted to the Board in advance of the hearing if possible, or to the Adjudicator at the hearing.

- (d) Each party shall be entitled to withdraw from participation in the hearing at any time prior to ten (10) working days before the scheduled hearing, upon provision of written notice to the other party and the Board.
- (e) No witnesses will testify.
- (f) The Adjudicator will be appointed by the mutual consent of the parties, or failing such consent, from amongst its members whom have had at least three (3) years' experience as a member of the Board.
- (g) Each expedited adjudication session will take place in Ottawa unless the parties and the Board agrees otherwise. The cases will be scheduled jointly by the parties and the Board and will appear on the Board schedule.
- (h) The Adjudicator will make an oral determination at the hearing which will be recorded and initialed by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) working days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.
- (i) The Adjudicator's determination will not constitute a precedent.

ARTICLE 18 - Workplace Harassment And Violence Prevention

18.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, violence, or any disciplinary action exercised or practiced with respect to an Employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability, membership or activity in the Alliance, conviction for an offence for which a pardon has been granted.

18.02 The parties recognize that the Employer has a policy and guidelines regarding the prevention of workplace harassment and violence that allows its Employees the substantive right to **report**, grieve and/or file a harassment complaint and/or report any occurrences for issues involving harassment, including sexual harassment, violence, and abuse of authority (such as retribution for reporting abuses of office or "whistle-blowing"), as defined in the policy. **The Workplace Harassment and Violence Prevention policy protects the rights of Employees to work in an environment free from such harassment as defined under the *Canadian Human Rights Act*, or *Canada Labour Code, Part II*, and confirms that harassment and violence will not be tolerated in the workplace. The Employer's guidelines confirm that retaliation against any individual for reporting harassment and/or violence, for providing testimony as a witness in an investigation or for assisting a principal party or a responding party in the resolution of a complaint, shall not be permitted or tolerated.**

18.03 Harassment and Violence means any action, conduct or comment, including of a

sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, comment or conduct (*Canada Labour Code*, Part II, subsection 122(1)). The Employer's policy on Workplace Harassment and Violence Prevention outlines the process to respond to any related occurrences.

18.04 The Employer will keep the appropriate Union representatives informed of ongoing developments for each situation under the resolution process. All incidents of harassment and violence shall be reported to the Joint Occupational Health and Safety committee.

ARTICLE 19 - Consultation

19.01 The Employer and the Union recognize that consultation and communication on matters of mutual interest outside the terms of the Collective Agreement should promote constructive and harmonious Employer, Bargaining Agent relations.

19.02 It is agreed that the following matters will be the subject of consultation at the national level:

- (a) group Life Insurance;
- (b) optional Life Insurance;
- (c) group Health Insurance;
- (d) long Term Disability Insurance;
- (e) group Pension;
- (f) dental Insurance.

19.03 The Employer agrees that the benefits mentioned in Article 19.02 above will not be reduced as a result of the signing of this Agreement.

ARTICLE 20 - Pay Administration

20.01 An Employee shall be paid bi-weekly for services rendered at a rate of pay specified in Appendix A for their job title in accordance with the time limits outlined in the rate of pay scale.

20.02 If an Employee is hired at a rate higher than the minimum, they will progress to the next step in accordance with the time limits outlined in the rate of pay scale as though they have the required service with the Employer.

20.03 Acting Pay

- (a) when an Employee is required in writing by the Employer to temporarily perform the duties of a higher classification in the Bargaining Unit for one (1) working day or more, they shall be paid as if they have been appointed to that higher classification level for that period from day one; and

- (b) when an Employee is required in writing by the Employer to temporarily perform the duties of a higher classification outside of the Bargaining Unit for one (1) working day or more, they will be paid an increment of twenty percent (20%) of their rate of pay for that period from the first (1st) day.

20.04 An Employee temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay shall maintain their regular rate of pay.

20.05 An Employee shall not have their hourly rate of pay reduced by reason of a change in the classification of their position that is caused other than by the Employee themselves.

20.06 When a new job with duties and rates of pay, which differs from existing jobs, is created within the Bargaining Unit, the Employer will promptly inform the Bargaining Agent. The job will be evaluated in accordance with the Job Evaluation Program by the Job Evaluation Committee. The rate of pay for the job will be as per the applicable pay level in Appendix A. Jobs shall be reviewed by the Job Evaluation Committee if the job changes significantly.

ARTICLE 21 - Uniforms and Safety Footwear

21.01 Uniforms which the Employer requires shall be furnished to the Employee by the Employer without charge. This shall include protective clothing such as jackets, aprons smocks and coveralls and pants. Any Employee occupying a cleaner position shall receive two (2) shirts and an additional two (2) pairs of trousers per year.

21.02 The Employer shall provide a sufficient number of parkas without charge to Employees for use in the following workplaces:

- (a) warehouse;
- (b) receiving Area; and
- (c) freezers.

21.03 An annual allowance of **two** hundred dollars (**\$200.00**) shall be provided to those Employees who are required to wear safety footwear under the provision of Part II of the *Canada Labour Code*, as may be amended from time to time. This allowance shall be payable once per year on presentation of proof of purchase. In the case where the Employee has not used **their** annual allowance of **two** hundred dollars (**\$200.00**) the allowance can be carried over to the following year to a maximum of **four** hundred **dollars** (**\$400.00**).

21.04 Where the Employer requires an Employee to wear a uniform and where the Employer requires that uniform to be dry cleaned, the Employer will pay the cost of the dry cleaning.

ARTICLE 22 - Discipline and Discharge

22.01 Failing to Report to Work

An Employee who fails to report for duty for **five (5)** consecutive working days without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An Employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable circumstances for not informing the Employer.

22.02 Discipline and Discharge Application

Before disciplinary action can be taken against an Employee:

- (a) there must have been an incident or act calling for a reaction;
- (b) there must be proof of the Employee's involvement in the incident or commission of the act; and
- (c) the Employee must be aware of the grounds for the action taken against them and be given an opportunity to present their version of the facts (with Union or other representation, if requested).

22.03 A preliminary investigation into alleged misconduct against an Employee shall be initiated without unreasonable delay, and in any case normally within five (5) business days following the incident that gave rise to the investigation.

22.04 All Employees must be provided with written notice of discipline and discharge which must state:

- (a) the reasons for the discipline or discharge;
- (b) the effective date of the discipline or discharge; and
- (c) what arrangements will be made regarding financial entitlements as a result of the discipline or discharge.

22.05 Discipline and discharge shall only be for just cause. A copy of the written notice of discipline and discharge shall be delivered to the Local President and the Component's National Office.

22.06 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 one (1) year has elapsed if there was no further disciplinary action recorded during this period unless it is a written statement of discipline related to harassment and/or violence. Any such statement shall remain on the file for a period of two (2) years and shall only be removed if there has been no further disciplinary action for a

similar misconduct during that period.

ARTICLE 23 - Bulletin Boards

23.01 The Employer agrees to provide bulletin boards for the use of the Union to post notices of interest to its members.

23.02 The posting of notices regarding Union meetings, names of representatives, social and recreational events will not require the approval of the Employer.

ARTICLE 24 - Rest Rooms

24.01 The Employer agrees to provide adequate rest rooms for Employees. The Employees will keep the rest room tidy and the Employer shall be responsible for the room's maintenance and cleanliness.

ARTICLE 25 - Statement of Duties and Information

25.01 Statement of Duties

Upon written request, an Employee shall be provided in writing with a complete and current statement of the duties and responsibilities including the position's classification level and rating within ten (10) days of the request.

25.02 Information to Bargaining Agent

The Employer agrees to supply the Union each quarter with the name and classification of each new full-time and part-time Employee.

25.03 Information for Employees

- (a) **after each renewal of the Collective Agreement**, the Employer agrees to distribute, by email, to each Employee and all new Employees a copy of the Collective Agreement **within ten (10) working days of receiving the finalized electronic copy**. **Employees in the Bargaining Unit will also be given electronic access to the Collective Agreement in the official language of their choice**. **When an Employee or the Union requests, printed copies of the Agreement shall be provided within ten (10) working days**. The Employer shall do so within one (1) month after receipt from the printer; and
- (b) it is agreed and understood that the Employer and the Union will **equally divide** the cost of **printing** the Collective Agreement **and the meeting rooms for negotiations, if applicable**. The publication of this Agreement will be borne by the **Union**.

- (c) on commencing employment, new Employees shall be provided by the Employer with a copy of the existing Collective Agreement and the Employer's Workplace Harassment and Violence Prevention Policy which is in accordance with the *Canada Labour Code Part II*; and
- (d) the Employer agrees to advise new Employees that a Collective Agreement is in effect between the parties. A new Employee will be advised of the name and location of the Local President, and that they are entitled to thirty (30) minutes paid Union orientation in accordance with Article 9.08.

ARTICLE 26 - Labour-Management Relations Committee

- 26.01 The parties recognize that a forum for ongoing discussions during the term of the Agreement can promote more harmonious labour relations between them.
- 26.02 A Labour-Management Relations Committee (the "Committee") shall be appointed consisting of equal representation of Bargaining Unit Employees and management representatives. A Bargaining Unit Employee and a management representative shall be designated as co-chairmen for each meeting. The terms of reference shall be established by the Committee.
- 26.03 Time spent by the Bargaining Unit Employee representatives in attending the Committee meetings shall be considered to be time worked.
- 26.04 The Committee members can discuss any topics of mutual interest and concern, which are related to their employment relationship, but the discussions do not constitute negotiations for the purpose of amending the Collective Agreement, and the Committee meetings cannot deal with the adjustment of grievances.
- 26.05 In relation to the adjustment of contractual relationships, the Committee is empowered only to make recommendations to the Employer and to the Union.
- 26.06 The Committee shall meet four (4) times per year. Additional meetings may be held as required, at the request of either of the two parties.
- 26.07 Agenda items must be provided at least two (2) weeks in advance of a set meeting. In the event no agenda items are provided, the set meeting will be postponed to a later date.
- 26.08 Either party may invite a person outside of the Committee, in an advisory capacity, to a meeting of the Committee.

ARTICLE 27 - Shortages

- 27.01 Employees assigned responsibility for, and who have sole control of Non-Public Fund property, stock or cash will be required to reimburse the Employer for any

shortages that occurred during the period that the Employee had the responsibility and control.

27.02 Any recovery of shortages that occur in situations where two (2) or more Employees are assigned responsibility for, and have access to, Non-Public Fund property, stock or cash will be limited to such amounts as can be found to have been caused by a particular Employee(s). Only the Employee(s) found responsible will be required to reimburse the Employer for the shortages.

27.03 Employees who have been assigned responsibility and control of Non-Public Fund property, stock or cash shall not avoid their obligation to reimburse the Employer for shortages solely because they permitted some other person access to the Non-Public Fund property, stock of cash, and:

- (a) the Employer reserves the right to implement disciplinary action, including suspension or discharge, in circumstances where a particular Employee has consistently demonstrated an inability to safeguard the Employer's interests and assets. Any disciplinary action will be subject to the normal grievances and adjudication procedures; and
- (b) a grievance arising out of the reimbursement of cash shortages pursuant to Articles 27.01, 27.02 and 27.03 above may be referred to adjudication if needed. The Bargaining Agent and the Employer agree not to object to an adjudicator dealing with the merits of the case on grounds of an alleged lack of jurisdiction.

27.04 The Union recognizes that it is the responsibility of the Employer to provide secure facilities for the storage of cash.

ARTICLE 28 - Severance Pay

28.01 Full-time and part-time Employees whose employment is terminated by the Employer for administrative reasons beyond the control of the Employee are entitled to severance pay and notice or pay in lieu of notice. Factors considered beyond Employee control are:

- (a) permanent closing of the base;
- (b) permanent closing of a facility;
- (c) reduction of the work force; and
- (d) reorganization.

Severance pay for Employees who have full-time or part-time status shall be at the rate of two (2) weeks' of average weekly pay for the first full year of continuous service and one (1) week's average weekly pay for each full year of continuous service, up to a maximum of twenty-eight (28) weeks.

28.02 Continuous service means the duration of uninterrupted employment within the

Bargaining Unit.

28.03 Average weekly pay means full-time and part-time Employees' pay calculated using the average of their best (52) weeks pay over the last two (2) years' service.

28.04 Notice or pay entitlement in lieu of notice:

a) probationary or part-time Employee	2 weeks; and
b) full-time Employee	1 month.

28.05 A full-time Employee who is reduced to part-time status in accordance with Article 13.07 will retain seniority as a full-time Employee for twelve (12) months. At the end of this period the full-time Employee will be given the choice of accepting severance pay and termination of employment or of converting to part-time status with the maintenance of all length of service rights accrued both as a full-time and part-time Employee.

28.06 (a) Full-time and part-time Employees who have ten (10) or more years of full-time and/or part-time service with the Employer whose employment ends because of medical incapacity or death shall receive severance pay equivalent to one-half ($\frac{1}{2}$) a week's average weekly pay for each completed year of continuous service to a maximum of fifteen (15) weeks' pay.

(b) For the purposes of this Article only, an Employee whose employment ends because of medical incapacity is defined as an Employee whose employment is terminated by the Employer for medical incapacity.

(c) In the case of death, the severance allowance shall be payable to the Employee's estate.

ARTICLE 29 – Meetings

29.01 Employees who attend meetings called by management shall be compensated as follows:

Employees who attend meetings outside their regularly scheduled hours will be paid only for time spent in the meeting at their regular rate of pay.

ARTICLE 30 - Technological Change

30.01 Definitions

“Technological/Organizational Change” is defined as a substantial change in technology to the process, equipment or methods of organizational operation that differs significantly from those previously utilized by the Employer.

30.02 Advance Notice

- (a) The Employer will make every reasonable effort to provide the Union with a minimum of three (3) months' notice of any technological change affecting Bargaining Unit Employees.
- (b) If the Employer anticipates that a technological/organizational change will result in the lay-off of Bargaining Unit Employees, the Employer will advise the Union in advance, so far as is practicable and in accordance with the layoff provisions contained in Article 13 – Seniority.
- (c) Once the above notice has been provided the Employer will discuss the nature of the changes, the approximate number of Employees likely to be affected by the technological/organizational change may have on the working conditions and conditions of employment of other Employees.
- (d) The Employer shall provide the necessary training required by the introduction of new technology to the affected Employee remaining in the classification.
- (e) The Employer is committed to looking at reasonable training opportunities, which can be utilized to move any affected Employees to a different position with the Bargaining Unit, where there exists a need for Employees.

30.03 New Positions

Any new position within the Bargaining Unit that is created as a result of a technological change will be posted in accordance with the job posting provision of the Collective Agreement.

ARTICLE 31 - Remote Work

31.01 Definitions

- (a) Remote Work: a flexible work arrangement whereby Employees have approval to carry out some or all of their job duties from a remote workspace.
- (b) Designated Workspace: the Employee's designated Employer workspace or business address where the Employee would work if there were no Remote Work situation.
- (c) Remote Workspace: the alternative location where the Employee is permitted to carry out the work otherwise performed at or from their designated workspace.

31.02 Requests for Remote Work arrangements can be initiated by an Employee or the Employer but may only be implemented when both Parties agree that some or all of the job duties can be completed at a location other than the

Designated Workspace. Remote Work may however be imposed by the Employer in exceptional circumstances where the Designated Workspace is not accessible and Remote Work is necessary to maintain continued operation of the business.

- 31.03 **Equipment and electronic network requirements for any Remote Work arrangement shall be decided upon on a case by case basis and an agreement reached between the Employer and the Employee prior to undertaking any Remote Work situation. As part of the provisions of this Article, the Employer will provide the equipment required for the Employee to complete their work in the Remote Workspace.**
- 31.04 **Approval of any requested Remote Work arrangement shall respect the terms and conditions of employment, provisions of the Collective Agreements and the application of existing policies and legislation will continue to apply in the Remote Work situation.**
- 31.05 **Employees are encouraged to consult the Component and/or Local prior to undertaking a Remote Work arrangement with the Employer.**
- 31.06 **Where a Remote Work arrangement is adopted and approved in writing:**
- (a) **the Employee will work all of the scheduled hours of work as agreed to in their agreement;**
 - (b) **it will be periodically re-evaluated to determine whether an adjustment or different arrangement is required or appropriate, and reviewed once per year as appropriate;**
 - (c) **it may be terminated at any time by the Employer or the Employee with the provision of one (1) month's advance notice;**
 - (d) **the Employer and Employee should sign an agreement to outline the terms and conditions relating to the applicable Remote Work arrangement as per the Flexible Work Options Policy, as amended from time to time.**

ARTICLE 32 - General

32.01 Gender

The parties agree to utilize gender-neutral language throughout this Agreement. Any expressions referring to an Employee or the masculine or feminine gender are meant for all Employees, regardless of gender.

32.02 Official Texts

Both the English and French texts of this Agreement shall be official.

ARTICLE 33 - Duration of Agreement

33.01 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is ratified by both parties.

33.02 This Agreement shall expire on 30 June 2025.

ARTICLE 34 - Northern Allowance

Employees shall be entitled to the following Northern Environmental Allowance.

Effective 1 July 2019

(i)	Employees with dependents residing with the Employee	\$4,897.18 per year, full-time \$2,448.32 per year, part-time
(ii)	Single	\$3,259.30 per year, full-time \$1,629.38 per year, part-time

For the purposes of entitlement to Northern Environmental Allowance, the following Employees are deemed to be single:

- (a) employees who are entitled to a comparable benefit by virtue of being employed in the Canadian Armed Forces or Public Service of Canada; or
- (b) employees whose spouse or Employees who are dependent are entitled to a comparable benefit by virtue of such spouse or Employees who are dependent being employed in the Canadian Armed Forces or Public Service of Canada.

Northern Environmental Allowance shall be paid on a bi-weekly basis.

On successful completion of probation, the above allowances shall be paid retroactive to the first (1st) day of continuous employment.

ARTICLE 35 - Bargaining Unit Work and Contracting Out

35.01 The Employer agrees that non-Bargaining Unit Employees shall not be used to such an extent that it results in the displacement of Bargaining Unit Employees.

35.02 The Employer has not plan contemplating the closure of outlets or the elimination of positions within the Bargaining Unit, or reduction of Bargaining Unit work, by reason of contracting out.

- 35.03 If the Employer determines that reorganization is necessary, and it results in the reduction of Bargaining Unit work, or reduction of hours or the elimination of positions held by Employees within the Bargaining Unit, the Employer shall meet with the Local representative in order to discuss options for the affected Employees or work. The meeting shall take place as soon as possible prior to the work or positions being reduced or eliminated, and to the extent possible, subject to operational constraints, at least sixty (60) calendar days prior to such reduction or elimination.**
- 35.04 This Article does not cancel any provisions of Article 5 of the Collective Agreement.**

SIGNED this __26__ day September 2024.

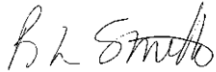
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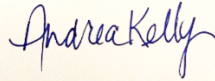


Chris Di Liberatore
PSAC Regional Executive Vice-President,
Atlantic

Ian Poulter
CEO of the Staff of the Non-Public
Funds, CF



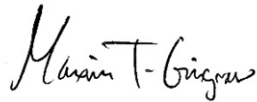
Brenda Smith
Member of the Negotiating Committee



Andrea Kelly
Chief Negotiator and Senior
Employment & Labour Relations
Officer



Chantelle Snow
Member of the Negotiating Committee



Maxime Thibault-Gingras
Negotiator for PSAC

APPENDIX A – Pay Grids

01-Jul-22	START	12 MOS	24 MOS
1	\$18.35	\$18.35	\$18.35
2	\$18.35	\$18.35	\$18.35
3	\$18.35	\$18.35	\$18.35
4	\$19.16	\$19.66	\$20.18
5	\$21.28	\$21.85	\$22.43
6	\$26.45	\$27.17	\$27.91

01-Jul-23	START	12 MOS	24 MOS
1	\$19.23	\$19.23	\$19.23
2	\$19.23	\$19.23	\$19.23
3	\$19.23	\$19.23	\$19.23
4	\$20.08	\$20.61	\$21.15
5	\$22.30	\$22.89	\$23.51
6	\$27.72	\$28.47	\$29.25

01-Jul-24	START	12 MOS	24 MOS
1	\$19.82	\$19.82	\$19.82
2	\$19.82	\$19.82	\$19.82
3	\$19.82	\$19.82	\$19.82
4	\$20.69	\$21.23	\$21.79
5	\$22.97	\$23.59	\$24.22
6	\$28.55	\$29.33	\$30.14

APPENDIX B – Pay Notes

- A. Subject to ratification by the Union and the Employer, effective 1 July 2022 the attached pay grid will be put into effect. **All Employees in the Bargaining Unit who are employed with the Employer on the date of ratification of this Agreement and former Employees who ceased working for the Employer after the expiry of the Collective Agreement (i.e. 30 June 2022) due to either (i) retirement (ii) no fault termination, (iii) the posting of a military family member to another military facility or (iv) in the case of death, the allowance shall be payable to the Employee's estate shall receive full retroactive pay to date of ratification, for all hours worked and/or paid.**

Retroactive pay shall be paid to each Employee within forty-five (45) days following the Parties ratification of this Agreement. Retroactive pay shall be issued to each such Employee by way of separate direct bank deposit from their normal earning.

Eligible Employees on layoff or an approved leave of absence will receive their retroactive payment upon their return from layoff or approved leave of absence, unless advised otherwise by the Employee.

- B. Effective 1 July 2023 and subject to the above ratification, the attached pay grid shall be put into effect.
- C. Effective 1 July 2024 and subject to ratification, the attached pay grid will be put into effect.
- D. Unless otherwise expressly stipulated, the provisions of this Collective Agreement shall become effective on the date it is ratified by the Union and the Employer.
- E. The Agreement will expire on 30 June 2025
- F. (a) In the event that the federal or provincial minimum wage increases during the life of this agreement, adjustments will be made to the grid according to the procedure specified below. Note: such adjustments shall not be made retroactively.
- (b) If, over the same period, the increase applied to the federal or provincial minimum wage is greater than the negotiated increase applied to any existing wage in the grid, these wages shall be increased by the difference, in cents, between the increase to the federal or provincial minimum wage and the negotiated increase applied to each wage. Such an increase shall take effect on the date of the increase to the federal or provincial minimum wage. Following these calculations, the Employer shall provide a copy of the new wage grid to the Local President and the Union Negotiator for confirmation.

- (c) For example, if a wage in the grid is scheduled to receive a negotiated increase of \$0.10 on 01 March 2020 and the federal or provincial minimum wage receives an increase of \$0.20 on 01 May 2020, that wage in the grid shall receive an increase of \$0.10 on 01 May 2020.

LETTER OF UNDERSTANDING #1

NORTHERN ALLOWANCE

If the Employer **drafts** an amendment to its Northern Allowance policy for eligible non-unionized NPF employees. In the event the Employer approves this amendment and implements a revised version of this policy during the life of the current agreement, and if its provisions exceed the Northern Allowance provisions outlined in this Agreement, the eligible Unionized Employees covered by this Agreement will be entitled to the provisions of the Northern Allowance policy for non-unionized employees.

LETTER OF UNDERSTANDING #2

OUTLET CLOSURES

In the event that either the CANEX SuperMart or the CANEX ExpressMart should cease operations i.e. (close) during the life of the current Collective Agreement the Employer agrees that for the purposes of lay-off and recall from lay-off only, the outlets seniority list shall be combined so as to protect the more senior Employees.

LETTER OF UNDERSTANDING #3

HARASSMENT AND WHISTLE-BLOWING

The parties recognize that the Employer has a policy and guidelines regarding the prevention of harassment that allows its Employees the substantive right to grieve or file a complaint for issues involving harassment, including abuse of authority, (such as retribution for reporting abuses of office or "whistle-blowing"), as defined in the policy.

For information purposes, the policy currently defines "harassment" as "any unwelcome and improper conduct by an individual that is directed at and offensive to another person or persons in the workplace and which the individual knew or ought reasonably to have known would cause offence or harm. It comprises any objectionable act, comment or display that demeans, belittles or causes personal humiliation or embarrassment, or any act of intimidation or threat. It includes harassment within the meaning of the *Canadian Human Rights Act*.

The parties recognize that this Letter of Understanding does not create any substantive rights outside of those created in the policy and that the terms of the Employer's harassment policy and guidelines, dated January 2021, as agreed to by the Component, do not form part of this Agreement. The Employer confirms its intention to maintain a harassment policy and continue to consult with the Component regarding any future potential amendments to the policy. A copy of the revised policy will be provided to the Union and the Component.

LETTER OF UNDERSTANDING #4

DOMESTIC VIOLENCE

As per its obligations under the *Canada Labour Code*, Part II, section XX, and Article 16.14 of the Agreement, the Employer recognizes that workplace violence can stem from incidents of domestic violence.

The Employer and the Bargaining Agent recognize that violence includes incidents of domestic violence entering the workplace. Domestic violence is any form of violence between intimate partners. The violence can be physical, sexual, emotional, or psychological abuse, including financial control, stalking and harassment. It occurs between mixed or same sex intimate partners, who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

Should Employees experience incidents of domestic violence which could affect the Employee's presence and/or performance in the workplace, Employees are encouraged to notify their supervisors and/or managers as soon as possible. Managers and supervisors are encouraged to offer measures of support and provide assistance where possible, such as referral to community services, and the Employer's EFAP program.

The Employer may grant the Employee access to their leave provisions in situations of Domestic Violence. In addition and as needed, Employees are encouraged to seek a leave of absence without pay to deal with matters related to domestic violence. Subject to operational requirements, such requests will not be unreasonably withheld.

Requests submitted under the terms of this letter of understanding will be treated as confidential by the Employer.

The Employer agrees to recognize that Employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer and the Bargaining Agent agree that an employee's culpability in relation to issues of performance or misconduct may be mitigated if the misconduct or performance issue can be linked to an abusive or violent domestic situation affecting the Employee.

LETTER OF UNDERSTANDING #5

MENTAL WELLNESS

During the negotiations for the present Collective Agreement, the parties discussed the importance of maintaining a workplace that promotes mental wellness. The parties also recognize that the Employer is currently assessing a possible National

Protocol or Strategy on mental wellness in the workplace.

After these discussions, the parties agree to put this matter on the agenda at the next National Labour Management Relations Committee (NLMRC).

NEW LETTER OF UNDERSTANDING #6

FLEXIBLE WORK OPTIONS

Employees interested in Telework (Remote) Work are to submit their requests to the manager, in accordance with the Employer's Flexible Work Options Policy. All request will be reviewed and discussed with the requesting Employee. Requests shall not be unreasonably denied by the Employer.

NEW LETTER OF UNDERSTANDING #7

MULTIPLE EMPLOYMENT

- (1) With the approval of the responsible manager and subject to the conditions of this Letter of Understanding, interested and qualified Employees within the Bargaining Unit can engage in multiple employment by working occasional additional hours in a position different from their substantive position.
- (2) The parties agree that the purpose of this agreement is to allow Employees the ability to work additional hours for the Employer without affecting their status, benefits or entitlements. The following are the terms and conditions relating to multiple employment:
 - (a) The Employee's status shall remain that of the Employee's primary position and the hours worked in the secondary position will not be included in the determination of the Employee's status.
 - (b) The Employee will have no seniority in the secondary position nor will the time worked in the secondary position be used to calculate the Employee's seniority within the Bargaining Unit.
 - (c) There must not be a conflict between the work schedules of the Employee's primary position and the Employee's secondary position.
 - (d) While working in the primary position, the Employee shall be paid the rate of pay relating to their primary position. While working in the secondary position, the Employee shall be paid the rate of pay associated with the secondary position.
 - (e) The compensation received while working in the secondary position will not be subject to Union dues. The hours of compensation from the secondary position will be excluded from the calculation of the Employee's pensionable

earnings or pensionable service, the determination of the employee's insured benefits (for e.g. Group Life insurance or LTD coverage), and the determination of the Employee's other benefits or entitlements. Further, unless the total hours worked in a week exceed forty (40) hours or eight (8) hours in one day, then time worked in the secondary position will not be considered overtime hours.

- (f) The Employee is not entitled to take paid leave from the secondary position, except for Sick Leave as per Article 16.01 and Family Related Responsibilities as per sub-Articles 16.09 (b),(f) & (i).

The parties agree that each quarter, the Local and the Employer will meet to review the circumstances of each use of this Letter of Understanding during the previous period and discuss possible measures to minimize the need for additional hours to be covered in this fashion.