

COLLECTIVE AGREEMENT

BETWEEN

HER MAJESTY IN RIGHT OF CANADA as represented by
THE STAFF OF THE NON-PUBLIC FUNDS,
CANADIAN FORCES

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

GROUP: ADMINISTRATIVE SUPPORT CATEGORY
CFB TRENTON

(ALL EMPLOYEES)

8 WING CFB TRENTON

EXPIRY DATE: 30 NOVEMBER, 2023

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ARTICLE 1: PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to establish and maintain harmonious relationships between Her Majesty in right of Canada as represented by the Staff of the Non-Public Funds, Canadian Forces, hereinafter referred to as the Employer, the Union 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 5 December, 1984 as the Union for all employees in the Administrative Support Category employed at the Canadian Forces Base at Trenton in Ontario 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 twenty-seven (27) or more hours per week.

- (b) Part-time Employee means an employee who has completed **their** probationary period and who may be employed on a continuing basis but works less than twenty-seven (27) hours per week and more than thirteen and one-third (13 $\frac{1}{3}$) hours per week.
- (c) Probationary Employee means a new employee who is carrying out the tasks of a full-time or part-time, or temporary employee but has not been granted full-time or part-time status. The probationary period shall not normally exceed:
 - (i) Supervisory Four (4) months, and
 - (2) Non-supervisory Three (3) months.
- (d) **The Employer may, in consultation with the Union, extend the probationary period by up to a further two (2) months in the event that the employee's evaluation is unsatisfactory upon conclusion of the original probationary period.**
- (e) Temporary Employee means an employee who has completed **their** probationary period and who is carrying out the tasks of a full-time or part-time employee but has only been engaged on a temporary basis for a fixed term of three (3) months or more.
- (f) Local means Union Local 683-Union of National Defence Employees at 8 Wing CFB Trenton
- (g) Component means Union of National Defence Employees or UNDE
- (h) Alliance means the Public Service Alliance of Canada

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 procedure but may not refer a grievance to adjudication.

5.03 Such rights will not be exercised in a manner inconsistent with the express provisions of this Agreement and such rights are to be exercised in a reasonable manner consistent with the terms 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, which are in conformity with the applicable law.

ARTICLE 7: CHECK-OFF

7.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues established by the Union from the pay of all full-time and part-time employees.

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

7.03 For the purpose of applying **Article** 7.01, deductions from pay for each employee in respect of each month will start with the

first full calendar month of employment to the extent that earnings are available.

7.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

7.05 The Employer agrees to remit dues together with a list of employees from whom deductions have been made to the Union at **dues-cotisations@psac-afpc.com** by the fifteenth (15th) day following the end of each calendar month.

7.06 The total Union dues deducted will appear on the T4 forms.

ARTICLE 8: APPOINTMENT OF REPRESENTATIVES

8.01 The Employer acknowledges the right of the Union to appoint employees as representatives.

8.02 The Union shall determine the jurisdiction of each representative, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure.

8.03 The Union shall notify the Employer promptly and in writing of the names and jurisdiction of its representatives.

ARTICLE 9: UNION LEAVE AND ACCESS TO PREMISES

9.01 A representative shall obtain the permission of their manager through their immediate supervisor where applicable before leaving work to investigate complaints that lie within the jurisdiction agreed to at Article 8 to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. The representative shall report back to their manager or their immediate supervisor where applicable before resuming their normal duties.

9.02 A representative will not receive pay for time spent performing the tasks outlined in Article 9.01 during **their** regular scheduled time off.

9.03 When operational requirements permit, the Employer **shall** grant leave without pay to a maximum of two (2) employees for the purpose of negotiation meetings or conciliation board or arbitration board hearings.

9.04 Union 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 the 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.

9.05 Following the consent of the local senior manager of the appropriate division (PSP, CFO, Commercial Services), meetings of an urgent nature could be held during the hours of work on the Employer's premises.

9.06 The Union shall notify the Employer promptly and in writing of the names and positions of its accredited officials.

9.07 Subject to operational requirements the Employer **shall** grant leave without pay to employees to attend Union related conferences and conventions, **events** or for other purposes related to Union duties. The Employer shall act in a reasonable manner in the application of this Article.

9.08 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

ARTICLE 10: HEALTH AND SAFETY

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 and as administered by the **Local Joint Health and Safety Committee**.

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 Subject to operational requirements, the Employer agrees to accommodate a pregnant employee who obtains a medical certificate stating that her workplace contains some risks for their health or the health of the fetus or the health of their breast-feeding 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 accommodation is not possible, the Employer grants the pregnant employee a leave without pay for the period specified on the medical certificate.

ARTICLE 11: HOURS OF WORK

11.01 The normal hours of work shall not exceed eight (8) hours in a day and forty (40) hours in a week, Monday to Friday, except that

- (a) the normal hours of work for the employees of the NPF Accounts section shall not exceed seven and one-half (7½) hours in a day and thirty-seven and one-half (37½) hours in a week, Monday to Friday.
- (b) the normal hours of work for the employees working at **the** Wing Accommodations **section** shall not exceed eight (8) hours in a day and forty (40) hours in a week, Monday to Sunday.
- (c) Senior part-time employees shall not be scheduled to work less hours than junior part-time employees in the same job title in the same **section**, provided they are able, willing and available to perform the work required.

For the purposes of this Article, full-time employees have preference over part-time employees.

11.02 Except for call back, **outlined at Article 11.04**, nothing in this Agreement shall be construed as guaranteeing an employee minimum or maximum hours of work.

11.03 The Employer will advise the Local representative(s) of any change in hours of work which the Employer proposes to institute, where such changes will affect the employees governed by this Collective Agreement. In all cases the Employer will, where practical, accommodate such employee representations as may have been conveyed by the representatives.

11.04 An employee called back to work shall receive a minimum of three (3) hours pay at **their** regular rate or a minimum of three (3) hours of work.

11.05 If, due to operational requirements, the Employer reduces an employee's hours of work, additional employees may not be hired in that job title until that employee has been offered the increased hours of work, provided the additional hours of work do not result in overtime.

11.06 Work stoppages caused by a major storm or any unforeseeable occurrence will be compensated as follows:

- (a) The employee advised by the Employer not to report to work will be paid for the scheduled work day at the regular rate of pay;
- (b) The employee who is at work and is sent home by the Employer will be paid for the balance of the scheduled work day at the regular rate of pay.

11.07 Subject to operational requirements, the Employer may grant a request for temporary modified scheduling arrangements for educational advancement purposes. Requests of this nature are granted at the sole discretion of the Employer, however, the Employer will not be arbitrary when making the decision to grant or deny such a request. Requests that may result in a change of status (such as from full-time to part-time) may be denied.

11.08 In the event of a 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.

11.09 Subject to operational requirements, employees will not be scheduled to work both Christmas Day and New Year's Day, within the same holiday season, unless the employee specifically requests to do so.

Wing Accommodations (Articles 11.10 – 11.14)

11.10 For employees working at Wing Accommodations, a work schedule shall be posted every second Thursday morning showing the scheduled working hours for each employee for the following two (2) weeks. If a schedule is not posted by Thursday noon, the schedule from the previous two (2) weeks will apply. No changes will be made to the schedule after it is posted, for either the benefit of the Employer or the benefit of the employee, other than those due to circumstances beyond the control of the Employer. All work schedules shall be posted for a two (2) week period.

11.11 For the purpose of this Article “additional hours” are defined as hours that are not usually included in the posted working schedule. The Employer shall offer available additional hours to employees of the Bargaining Unit who ask for additional hours in writing, provided the said hours are not paid out as overtime, do not result in a change in the employee’s status, and do not conflict with the existing schedule. The Employer shall, to the extent possible, respect the principle of seniority when allocating additional hours.

11.12 There shall be a minimum of ten (10) hours from the time the employee concludes a scheduled work shift and commences their next scheduled work shift, unless otherwise agreed upon.

11.13 There shall be a forty-eight (**48**) hour minimum break upon completion of night shifts at the end of each rotation. It is recognized that with mutual agreement this minimum may be waved.

11.14 Once in every three (3) week period, employees shall be scheduled two (2) consecutive days off, which shall be either a combination of Friday - Saturday, Saturday - Sunday or Sunday - Monday. This is a minimum standard and not a maximum. This requirement may be waived by mutual consent.

ARTICLE 12: OVERTIME

12.01 When an employee who is required to work in excess or outside of **their** 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 the rate of time **one** and one-half (**1½**) except as provided in subsections (a), (b) and (c) **below**.

- (a) Double time for all overtime worked in excess of seven and one-half (7½) consecutive overtime hours on the normal working day;
- (b) Double time for all overtime worked 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.
- (d) Any work after 1800 hours on New Year's Eve will be considered overtime.

12.02 Overtime shall be compensated in money except where on request of an employee and with the approval of the Employer overtime may be compensated in equivalent leave with pay within **ninety (90) days** of the overtime worked. **After the ninety (90) day period has expired, the overtime will be paid out to the employee without further notice.**

12.03 Overtime shall be offered to the employee with the most seniority in the **section**, which requires the work, provided the employee has the same job title for the nature of the work required and is capable of performing the work. If no employee with the same job title wishes to work overtime, other employees within the **section** who are capable of performing the work shall be offered the overtime in order of seniority, and the overtime will be paid at the rate of pay of the position requiring additional hours.

If no employees wishes to work overtime, the Employer shall assign the work to a junior employee within the Bargaining Unit who is capable of performing the work.

Meal Allowance

12.04 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 **thirteen** dollars (\$13.00) except where free meals are provided. Reasonable time, to be determined by the Employer, shall be allowed **to** the employee in order that the employee may take an unpaid meal break.

ARTICLE 13: SENIORITY

13.01 Seniority will be calculated from the first date of continuous employment in the Bargaining Unit.

13.02 The Employer shall provide the Union with a list of all employees showing their seniority date. The Employer will provide the list to the Union whenever requested in writing by the Union.

13.03

- (a) Vacancies within the Bargaining Unit created by the departure of an employee, or creation of a new position, will be filled by means of a competition open only to employees in the Bargaining Unit. **The selection of the successful applicant will be determined by the Employer by considering qualifications, experience, ability, and skill to perform the job. When these**

considerations are rated equal, the position will be awarded to the applicant with the most seniority in the Bargaining Unit. If there is no successful applicant the Employer can fill the position from outside the Bargaining Unit.

- (b)** A Bargaining Unit employee awarded a new position in accordance with **sub**-Article 13.03(a), shall be placed on an initial three (3) month assessment period. If during the assessment period, the Employer determines that the employee cannot satisfactorily perform the job, or if during the first forty-five (45) days of the assessment period the employee decides that they do not wish to remain in the position, the employee will be returned to their former position or a similar position and former wage rate without loss of seniority.
- (c)** During the above three (3) month period, the Employer will be entitled to staff the employee's former position with a temporary employee. In the event that the original employee returns to their former position, the temporary employee may be released by the Employer without notice, severance, or further obligation.

13.04 Where a position is reclassified to a higher level, the incumbent of that position shall automatically be classified to this level, effective the date of reclassification.

13.05 An employee will lose their seniority rights under this Agreement and their service will be terminated if the employee:

- (a)** voluntarily leaves their employment with the Employer;
- (b)** is discharged for just cause;

- (c) in the case of a temporary employee, at the expiry of their employment term - unless that employee is re-hired within a period of twelve (12) months, in which case their previously acquired seniority will be restored.
- (d) has been laid-off for a continuous period of **twelve (12)** months;
- (e) has been laid-off and is recalled to work and fails to return to work or to give in writing valid reasons for their inability to do so five (5) working days prior to 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 layoff the employee must provide the Employer with their current mailing address and telephone number;
- (f) is absent from work for more than five (5) working days without securing leave in accordance with Article 15 and/or **Article** 16 or without producing evidence of a valid reason satisfactory to the Employer. It is understood and agreed that this Article does not permit or sanction absences of five (5) days or less without reasons satisfactory to the Employer.

13.06 When a full-time employee is laid-off due to lack of work and there is part-time work available in the Bargaining Unit, if the full-time employee so requests, **they** shall be given preference to work such part-time work if **they are** able and qualified to perform such work. **They** shall be paid at the hourly rate of pay of the job title of the part-time work. A full-time employee who accepts part-time work shall be given the first opportunity, consistent with **their** seniority, to re-convert to full-time status provided that **they have** the qualifications, experience, ability, and skill to do the job required. A full-time employee who works part-time hours in

accordance with this Article 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 conversion to part-time status with the maintenance of all seniority accrued as a full-time and part-time employee.

13.07 In matters of lay-offs, recall after lay-offs, and reduction of permanent employee to a part-time employee, the principle of length of service shall be recognized by the Employer, provided the senior employee has the qualifications, experience, ability, and skill to do the job required.

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

13.09 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.

ARTICLE 14: DESIGNATED HOLIDAYS

14.01 There shall be eleven (11) designated holidays with pay as follows:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) Canada Day
- (f) First Monday in August
- (g) Labour Day

- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day

and 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 or **their** scheduled day after the designated holiday, unless the absence is due to personal injury or illness; and
- (b) **they are** not on an authorized leave of absence without pay.
- (c) **they are on** leave of absence for Union business

14.03 A full-time employee who is entitled to a designated holiday and is required to work on that designated holiday will be:

- (a) paid at the rate of one and one-half (1½) times **their** regular rate of pay for the hours worked in addition to **their** regular wages for the day; or
- (b) paid at the rate of one and one-half (1½) times **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 Where a designated holiday falls on a day that is a non-working day for a full-time employee, the full-time employee is entitled to and shall be granted a day off with pay at a time

convenient to **them** and his Employer and is within fifty (50) working days of the holiday.

14.05 If a full-time employee is not entitled to a paid designated holiday and **they are** required to work on a designated holiday **they** will be paid at one and one-half (1½) times **their** regular rate.

14.06 Part-time employees shall be paid four and a quarter percent (4.25%) of gross regular earnings as designated holiday pay every pay period. If a part-time employee works on a designated holiday, the employee will be paid at a rate of one and one half (1½) their rate of pay for the hours worked on that day

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.

Prior to the start of each calendar year, part-time workers will have the option to elect to have their entitlement pay held by the Employer and the cumulative paid out during the pay week that falls prior to their approved period of vacation leave of one (1) week or more or paid out during each pay period.

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% gross income
In the 2 nd to 6 th years	15 working days	6% gross income
In the 7 th to 15 th years	20 working days	8% gross income
In the 16 th and 17 th years	23 working days	9.2% gross income
In the 18 th to 26 th years	25 working days	10% gross income
In the 27 th year	27 working days	11% gross income
In the 28 th and subsequent years	30 working days	12% 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 **the Employer** 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 HR 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 sub-paragraph 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 salary.

15.04 Calculations 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 **them** based on seniority.

15.06 An employee shall give the Employer at least two (2) weeks' notice in writing regarding the actual dates on which **they** desire to take a vacation if the period of the vacation request is in excess of five (5) 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 vacations cannot be taken during the

vacation period because of illness, job requirements or other personal circumstances. In such cases vacations may be carried over the next vacation period with the written 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 An employee shall not be required to work on the weekend preceding and/or weekend following **their** vacation leave of five (5) or more days.

15.10 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 reinstated for use at a later date.

15.11 An employee is entitled to be informed upon request of the balance of **their** vacation entitlement.

15.12 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.

15.13 Subject to managerial discretion and operational requirements, the Employer will make every reasonable effort to grant an employee's request to use leave without pay before using up all vacation credits.

ARTICLE 16: LEAVE GENERAL

16.01 Sick Leave Plan

- (a) All full-time employees are included in this plan **and shall be entitled to 17 weeks at 100%**.
- (b) Part-time employees who have completed their probationary period may be granted up to a maximum of **two (2)** days of paid sick leave per calendar year.
- (c) 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 that the employee is advised in writing of the requirement beforehand. Prolonged illness or frequent illness may require additional certificates at the Employer's expense.
 - (iii) An employee on maternity leave in accordance with Article 16.03 will not be eligible for coverage under the sick leave plan.
 - (iv) When an employee informs the Employer that **they are** unable to perform **their** duties due to illness, the Employer shall find a replacement

- (d) The **full-time** employee's full benefits are reinstated after a return to work for thirty (30) calendar days for the same disability or for five (5) continuous working days if the disability is for a new cause.

16.02 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.

16.03 Maternity and Parental Leave

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

- (a) Employee who provides the Employer with a certificate **from a qualified health care provider** attesting that **they are** pregnant is entitled 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 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 birth mother employee, on the expiration of any leave of absence taken for maternity purposes, or on the day the child is born or comes into their 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 16.03(a) and (b).**
- (d) The aggregate amount of parental 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 16.03 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 (a) and (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 (a) and (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 in this Agreement. This shall not apply where an employee terminates employment immediately following leave pursuant to Article 16.03.**
- (h) The employee shall, along with the request for maternity 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 maternity and/or parental leave, the Employer will continue to pay its applicable share of the premiums and contributions.**

16.04 An employee returning from leave provided pursuant to Article 16.03 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.

16.05 Maternity Leave Allowance

(1) An employee shall be granted a maternity 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 (EI)* 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 maternity 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 EI maternity benefits; and**
- (c) where an employee has received the full fifteen (15) weeks in (b) and remains on maternity leave without pay, they are eligible to receive the additional week(s) of maternity 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 thirty (30) working days on the date of expiry of maternity 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. Further employees who receive the maternity leave allowance but are unable to return to work for the period of time outlined above because they have been posted to another location due to their spouse being transferred will not be indebted to the Employer for the amount of the maternity leave allowance; and**
- (c) Should the employee fail to return to work as per the provisions of sub-Article 16.05(2)(b), the employee recognizes that they are indebted to the Employer for the full amount of the allowance.**

16.06 Leave For Family-Related Responsibilities

- (a) For the purposes of this **Article**, family is defined as spouse (including common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), grandchildren or any relative permanently residing in the employee’s household or with whom the employee permanently resides.**
- (b) The Employer shall grant leave with pay to full-time employees under the following circumstances:**

 - (i) to take a dependent family member for medical or dental appointments, or for appointments with school authorities 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.

- (ii) to provide for temporary care of a sick member of the employee's immediate family.
- (iii) for needs directly related to the birth of an employee's child. This leave may be divided two (2) periods and granted in separate dates;
- (iv) for needs directly relating to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate dates.
- (v) to attend school functions if the supervisor was notified of the function as far in advance as possible.
- (vi) to provide for the employees child in the case of an unforeseeable closure of the school or daycare facility.
- (vii) 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.
- (viii) to attend personal/family emergencies beyond the control of the employee.
- (ix) to attend a house-hunting trip for relocation of spouse.**

- (c) The total leave with pay which may be granted under paragraph (b) shall not exceed five (5) working days in any calendar year and can be taken in hourly increments

if a part time employee is normally scheduled to work during a period for which they would be entitled to family related leave in accordance with Article 16.06 shall be paid for such leave in the same proportion as their average hours of work related to the number of hours in the normal work week as averaged over the preceding two (2) pay periods.

16.07 Bereavement Leave

- (a) An employee will be given leave with pay for five (5) consecutive working days immediately following the death of a member of **their** immediate family and for one (1) day in the case of a distant relative. This time limit may be extended, and leave with pay may be granted in a manner different from above, at the discretion of the Employer. In addition, **the employee** may be granted up to two (2) days leave with pay for the purpose of necessary travel related to the death.
- (b) For the purpose of this Article, immediate family will comprise any one of the following: spouse (including common-law spouse), child, (including child of a common-law spouse, step-child, foster-child, or ward), parents, step parents, foster parents, **parents-in-law**, grandparents, grandchildren, **brother-in-law**, **sister-in-law**, **son-in-law**, **daughter-in-law** or any relative permanently residing in the employee's home or with whom the employee permanently resides; and distant relatives will be any of the following: aunt, uncle and **their spouse or common law partner**, spouse's

grandparents, **niece or nephew and first generation cousin.**

- (c) 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 **section manager** 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-Articles 16.07(a) and 16.07(b).**

16.08 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 the legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witness 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 **the employee** for witness fees and the amount **they** would have earned had **they** worked on the day **they were** required to appear as a witness. When an employee is summoned under the circumstances described above, **they** shall notify **their** Employer as soon as possible. Where practical, an employee is required to return to work for the remainder of the day or days when dismissed by counsel or the third party.

16.09 Jury Duty

In the event an employee is summoned for jury duty or jury selection, the Employer agrees to make up the difference, if any, between the amount paid to **the employee** for jury services and the amount **they** could have earned had **they** been scheduled to work 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 regular scheduled day off. The employee must promptly notify the Employer that **they have** been summoned for jury duty.

16.10 Leave of Absence without Pay

An employee may be granted a leave of absence without pay provided **they** receive permission in advance from the Employer in writing. Such leave of absence will not be unreasonably withheld. Except for leave of absence without pay of two (2) consecutive weeks or less an employee will not be eligible for any of the benefits provided for in this Agreement.

Benefits listed in Article 20.02 may be continued at the request of the employee. The employee will be responsible for both the employee and Employer share of the premiums **and contributions**. The employee shall be restored to **their** former

position or to a similar position at the then prevailing wage rate at the expiration of the leave of absence.

16.11 An employee is not entitled to leave with pay during periods **they are** on leave of absence without pay or under suspension.

16.12 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 Care leave.**
- (c) An employee shall, along with the request for Compassionate Care leave, notify the Employer in writing of the options concerning the pension and group benefits coverage. An employee on Compassionate Care leave may continue group**

benefits coverage provided the employee pays their share of contributions and premiums; the Employer shall continue to pay its share of contributions and premiums.

16.13 Relocation Leave

Effective 01 December 2009, a full-time or part-time employee who is a spouse of a person who is being relocated/posted/transferred to another geographical location for work reasons may be granted relocation leave without pay for a period up to twelve (12) months, for the purpose of assisting **them** with **their** transition to another NPF position at their new location without a break in service, provided that **they** meet the following eligibility requirements:

- (a) the employee must submit a written request for relocation leave to **their** manager at least four (4) weeks in advance;
- (b) 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);
- (c) the employee must provide advance written confirmation that **they** will be deemed to have voluntarily resigned from the NPF employment effective the last day of **their** relocation leave in the event if **they are** not successful in obtaining another NPF position during **their** leave;
- (d) the employee must ensure **their** previous location has **their** current contact information;

- (e) the employee must provide proof of the spouse's relocation/ posting/transfer; **and**
- (f) **an employee may continue group benefits and/or pension coverage provided the employee pays both the Employer's and their share of contributions and premiums. 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.**

16.14 Personal Day Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each calendar year, a single period of **one (1) shift** with pay for reasons of a personal nature. **The Employer may approve requests 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 leave at such times as the employee may request.

16.17 Leave for Pregnant Employees to Attend Medical Appointments

The Employer shall grant pregnant employees up to **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.

16.18 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 two (2) shifts 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.

ARTICLE 17: GRIEVANCE PROCEDURES

17.01 The purpose of any grievance procedure is to maintain good relations between employees and management at all levels. The grievance procedure helps to do this by providing a method of resolving complaints quickly and fairly.

17.02 The grievance procedure provides an informal or oral complaint stage for employees. Managers are available for private consultations with an employee who wishes to discuss a complaint or grievance. Before a formal grievance is presented, the employee is encouraged to discuss it as an oral complaint with the manager concerned, either privately or if required, in the presence of a representative of the Union. In that case, the established timelines for presenting a formal grievance may be extended by mutual written agreement of the parties that specifies the new timeline. Only the PSP manager, a National manager, their delegates or a

Human Resources manager can authorize the extension of a timeline on behalf of the Employer. If the employee is not satisfied with the result of such discussions, a formal grievance may then be presented.

17.03 A three-level grievance procedure is provided to employees. The Employer will post on the bulletin boards, the names of the officials designated by the Employer to handle each of the three levels of the grievance procedure. The Union **is** to be supplied with copies of said postings.

17.04 Subject to and as provided in section 208 of the ***Federal Public Sector Labour Relations Act***, as may be amended from time to time, an employee who feels that they have been treated unjustly or considers themselves aggrieved by any action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in Article 17.09 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 this 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 An employee 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 or security of Canada.

17.06 An employee, 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 form or by reason of any technical irregularity. The form is obtainable from the NPF Human Resources Office.

17.07 The grievance process applies to employees only, but an employee has the right to be represented by a 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.

17.08 At the request of an employee who has presented a grievance, a representative shall have the right to consult with the person designated to reply on management's behalf at any level in the grievance procedure.

17.09 An employee 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 second level of the grievance procedure where the grievance concerns employment competition within the Bargaining Unit and is submitted in accordance with Article 17.20; and
- (c)** at the final level of the grievance procedure where the grievance relates to disciplinary action resulting in the discharge of the employee. All levels in the grievance procedure, except the final level, may be bypassed by

the mutual written consent of the Employer, the employee and, where applicable, a representative.

17.10 A grievance shall be presented by an employee:

- (a) where it does not relate to disciplinary action resulting in discharge, not later than the twentieth (20th) day; and,
- (b) where it relates to disciplinary action resulting in discharge, not later than the twenty-fifth (25th) day;

after the day on which the employee is notified orally or in writing, or where the employee is not so notified, after the day on which the employee became aware of the action or circumstances giving rise to the grievance.

17.11 When an employee is not willing to accept the response to a grievance submitted to the first or second level and wishes to submit the grievance to the next level, this must be done within ten (10) working days after the date on which the response was conveyed to the employee in writing by the Employer.

17.12 When an employee does not receive a response to the grievance within fifteen (15) days, the employee is entitled to submit the grievance to the next higher level.

17.13 The Employer shall reply to an employee's grievance at the first or second level of the grievance process within fifteen (15) days after the grievance is presented, and within twenty-five (25) days where the grievance is presented at the final level.

17.14 The time limits stipulated in the grievance procedure may be extended by a mutual written agreement between the Employer, the grievor and, where applicable, a representative.

17.15 In determining the time within which any action is to be taken in the grievance procedure, Saturdays, Sundays and designated holidays shall be excluded.

17.16 An employee 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.

17.17 An employee 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 to comply with the prescribed time limits.

17.18 Where an employee 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's satisfaction, **the employee** 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.

17.19 When a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect 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.

17.20 Grievances concerning employment competitions in the Bargaining Unit are restricted to the employees who participated in the competition in the Bargaining Unit and must be submitted within five (5) days of being informed of the results of the competition in the Bargaining Unit. When a grievance has been filed in accordance with this Article there shall be no permanent appointment made until the grievance has been replied to at the final level or withdrawn.

Harassment and Discrimination Grievance

17.21 The Employer and the Union 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 in the *Canadian Human Rights Act*, or harassment, as defined in the Employer's **Workplace Harassment and Violence Prevention** policy.

17.22 In the event that an employee chooses to grieve discrimination or harassment/**violence**, 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/**violence** within ninety (90) days after the grievance is presented.

17.23 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination or harassment/**violence**. The selection of the mediator will be by mutual agreement.

17.24 The Union or the Employer may present a policy grievance to the other in respect of the interpretation or application of the Collective Agreement as it relates to either of them or to the Bargaining Unit generally. The policy grievance process consists of one level. A policy grievance shall be reviewed and responded to at level **three**. The appropriate representative shall have the right to consult with the person designated to reply to the grievance on behalf of the other party at this level.

ARTICLE 18: HARASSMENT, VIOLENCE AND DISCRIMINATION IN THE WORKPLACE

- (a) 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 grieve **and/** or file a harassment/**violence** complaint, **report any occurrences** for issues involving harassment/**violence**, including sexual harassment and abuse of authority (such as retribution for reporting abuses of office or “whistle-blowing”), as defined in the policy.
- (b) **The *Canada Labour Code*, Part II, establishes the process for the Employer to prevent workplace harassment and violence from happening, responding to situations in which harassment or violence have occurred and importantly, supporting victims of harassment and violence.**
- (c) For information purposes, the policy currently defines **harassment and violence as 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. (the *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.

- (d) In accordance with the Employer's **Workplace Harassment and Violence Prevention** policy, at the request of a **principal party** or **responding party** to an occurrence and subject to the requirements of the *Access to Information Act* and *Privacy Act*, the Employer shall provide the **principal party** and/ or a **responding party** with an official copy of the investigation report.
- (e) The Employer and the Union agree that this Article does not create any substantive rights outside of those created in the Employer's policy and that the terms of the Employer's **Workplace Harassment and Violence Prevention** policy, dated **01 January 2021**, as agreed to by UNDE, do not form part of this Agreement. The Employer confirms its intention to maintain a **Workplace Harassment and Violence Prevention** policy and consult with UNDE regarding any amendments to the policy. A copy of the revised policy will be provided to PSAC and UNDE
- (f) **An employee who has concerns regarding harassment/violence may either file a harassment/violence complaint in accordance with the provisions of the Employer's Workplace Harassment and Violence Prevention policy and guidelines or file a grievance in accordance with the relevant provisions of Article 17.**

- (g) **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: PAY

19.01 An employee shall be paid for services rendered at the rate of pay specified in **Appendix A** for **their** job title in accordance with the time limits outlined in the rate of pay scale.

19.02 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.

19.03 An employee shall not have **their** rate of pay reduced by reason of a change in the classification of **their** position that is caused other than by the employee.

19.04 Acting Pay

- (a) When an employee is appointed in writing by the Employer to temporarily perform the duties of a higher classification in the Bargaining Unit, **they** shall be paid as if **they have** been appointed to that higher classification level for that period from the first (1st) day.
- (b) When an employee is appointed in writing by the Employer to temporarily perform the duties of an employee outside the Bargaining Unit, **they** shall be paid at **their** regular rate of pay plus an additional twenty percent (20%) for that period from the first (1st) day.

19.05 Creation of a New Job

When a new job with duties and rate 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 NPF 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.

19.06 When an employee is appointed or reclassified to a higher rated position existing in the grid at **Appendix A** the employee shall be placed and paid at the step in the range of this position which provides for an increase in pay above the rate paid to the employee in their previous position, at least equal to the lowest paid increment in the new position or such higher rate in the range deemed appropriate by the Employer. In no case shall the employee be paid higher than the maximum rate in this range for **the** position.

ARTICLE 20: CONSULTATION

20.01 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-Union relations.

20.02 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

20.03 The Employer agrees that the benefits mentioned at **Article** 20.02 above will not be reduced as a result of the signing of this Agreement.

20.04 Labour-Management Relations Committee

The parties recognize that a forum for ongoing discussions during the term of the Agreement can promote more harmonious labour relations between them.

20.05 A Labour-Management Relations Committee shall be appointed consisting of two (2) Bargaining Unit employee representatives and two (2) management representatives. A Bargaining Unit employee and a management representative shall be designated as co-chairmen for each meeting. The committee shall meet on request of either party and at least four (4) times per year. Minutes of the committee meetings shall be kept.

20.06 Time spent by the Bargaining Unit employee representatives in attending the committee meetings shall be considered to be time worked.

20.07 The Committee members can discuss any topics of mutual interest and concern, which are related to their employment relationships, 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.

20.08 In relation to the adjustment of contractual relationships, the committee is empowered only to make recommendations to the Employer and to the Union.

20.09 By mutual agreement, a member of the Employer or a non-employee Bargaining Unit representative of the Union may be invited to attend a meeting of the Committee.

20.10 Minutes of each meeting of the Committee shall be prepared and signed by the co-chairman as promptly as possible after each meeting. A copy of the minutes will be posted on the bulletin board and a copy will be sent to the Union by the Bargaining Unit employee representatives.

20.11 Agenda items must be provided at least one (1) week in advance of a set meeting. In the event no agenda items are provided, the set meeting will be cancelled or postponed.

ARTICLE 21: DISMISSAL AND SUSPENSION

21.01 Failing to Report to Work

An employee who fails to report for duty for five (5) consecutive working days without informing the Employer will be presumed to have abandoned **their** position. It is understood that this Article does not permit or sanction absences of five (5) days or less without reasons satisfactory to the Employer.

21.02 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). It shall take place prior to the disciplinary **meeting** or part of the investigation which may lead to a **meeting**. At all times, during that process, the employee is entitled to Union representation.

21.03 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.**

21.04 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.

21.05 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 Union President.

21.06 Notice of disciplinary action, other than disciplinary action taken to address one or more incidents of harassment, which may

have been placed on the personnel file of an employee shall be destroyed after eighteen (18) months have elapsed if there was no further disciplinary action recorded during the eighteen (18) months. A notice of disciplinary action taken to address one or more incidents of harassment will stay in an employee's file for thirty (30) months.

ARTICLE 22: REST PERIODS

22.01

- (a) Each employee shall be granted a rest period of fifteen (15) minutes during each half day of not less than three and one-half (3½) hours. 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.
- (b) For those operations where the hours of work 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.

22.02 Meal periods shall be provided as follows:

- (a) An employee working six (6) consecutive hours or more is entitled to an uninterrupted meal period without pay of not less than thirty (30) minutes, and no more than sixty (60) minutes. The meal period shall be scheduled as close to the midpoint of the work period as possible.
- (b) If an employee is required to remain on duty during **their** meal period, the employee shall be paid for that meal period at the applicable rate of pay.

- (c) Subject to management approval, an employee working six (6) hours or more may elect not to take the meal period. Such a request shall not be unreasonably withheld.

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: INFORMATION TO EMPLOYEES AND BARGAINING AGENT

24.01 Job Description

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

24.02 Information to Bargaining Agent

The Employer agrees to supply the Union each quarter with the name and classification of each new employee.

24.03 Information for Employees

- (a) the Employer agrees to supply each employee and all new employees with a copy of the Collective Agreement within one (1) month after its receipt.
- (b) on commencing employment, new employees shall be provided with a copy of the existing Collective Agreement by the Employer; and
- (c) it is agreed and understood that the Employer and the Union will share equally in the cost of printing and publishing of the Collective Agreement.

ARTICLE 25: EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

25.01

- (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to **them** at that time. An employee's signature on **their** assessment form will be considered to be an indication only that its contents have been read and shall not indicate **their** concurrence with the statements contained in the form.
- (b) A supervisor who assesses an employee's performance must have observed or been aware of the employee's performance for at least three (3) months of the period for which the employee's performance is evaluated, or at least one-half ($\frac{1}{2}$) of the evaluation period if less than three (3) months in duration.

25.02 The Employer agrees not to introduce as evidence in any hearing any document from the personnel file of an employee the content of which the employee was not aware.

25.03 Upon written request of an employee, the personnel file of that employee may be made available once per year for **their** examination in the presence of an authorized representative of the Employer.

ARTICLE 26: SHORTAGES

26.01 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.

26.02 A grievance arising out of the reimbursement of cash shortages pursuant to the 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.

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

ARTICLE 27: GENERAL

27.01 Gender

In this Agreement, expressions referring to employee or the masculine or feminine gender are meant for all employees, regardless of gender.

27.02 This Agreement may be amended by mutual consent.

ARTICLE 28: UNIFORMS

28.01 Uniforms that the Employer requires shall be furnished to the employee by the Employer without charge. If the Employer determines that alterations are required, the Employer shall cover the cost for such alterations. Uniforms shall be replaced on an as needed basis subject to normal wear and tear as determined by the Employer.

28.02

- (a) An annual allowance of one hundred and fifty **dollars** (\$150.00) shall be provided to those employees who are required to wear safety footwear, under the provisions 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.

- (b) In the case where the employee has not used **their** annual allowance of one hundred and fifty dollars (\$150.00) the allowance can only be carried over to the following year to a maximum of three hundred dollars (\$300.00).

ARTICLE 29: SEVERANCE PAY

29.01 Full-time, part-time and temporary 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. Temporary employees are not entitled to receive notice or severance pay when their employment ends due to the expiry of their fixed term(s) of employment. Factors considered beyond employee control are:

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

29.02 Severance pay for employees 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.

29.03 Continuous service means the duration of uninterrupted NPF employment within the Bargaining Unit.

29.04 Average weekly pay means full-time and part-time employees' pay calculated using the average of their best fifty-two (52) consecutive weeks pay over the last two (2) years of service with **the Employer**.

29.05 Notice or pay entitlement in lieu of notice.

- (a) probationary employee 2 weeks; and
- (b) full-time or part-time employees 1 month

29.06

- (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 pay shall be payable to the employee's estate.

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 layoff 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: DURATION OF AGREEMENT

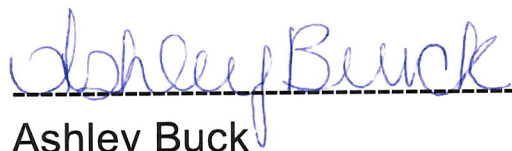
31.01 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is ratified by the parties.

31.02 This Agreement shall expire on 30 November 2023.

SIGNED on this 8th day of August 2022 by the
Negotiating Committees:

PUBLIC SERVICE ALLIANCE
OF CANADA

STAFF OF THE NON-PUBLIC
FUNDS, CF



Ashley Buck
Bargaining Team Member



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

Shannon Kellar
Bargaining Team Member



Amy Lecompte
Chief Negotiator and Senior
Labour Relations Officer



Brenda Shillington
Negotiator, PSAC



Craig Reynolds
PSAC REVP

8 Wing Trenton – Administrative Support Category

APPENDIX A

PAY NOTES

- A. Subject to ratification by the Union and the Employer, effective 1 December 2019 the attached pay grid will be put into effect. Employees actively on strength as of the date of ratification (including those on layoff or on an authorized leave of absence) will be placed on the new pay grid based on their length of service within their pay band (i.e. employees currently at the 12 month rate will be placed at the 12 month rate) and their anniversary date for future incremental increases will remain the same as it was prior to the implementation of the new grid.
- B. Effective **1 December 2020** and subject to the above ratification, the attached pay grid shall be put into effect.
- C. Effective **1 December 2021** and subject to ratification, the attached pay grid will be put into effect.
- D. Effective **1 December 2022** and subject to ratification, the attached pay grid will be put into effect.

Minimum Wage Adjustment

- E. In the event that the provincial minimum wage increases during the life of this Agreement , adjustments will be made to the grid according to the procedure specified below:

If the minimum wage increases by an amount that is greater than the monetary increases applied to each of the hourly rates of pay as per the negotiated increases in the attached grids, those rates will be increased by the difference, in cents, between the previous increases applied to the grid

and the increase to the provincial minimum wage. Such an increase shall take effect on the date of the increase to the provincial minimum wage. The delta of the rates will be calculated based on the increase applied to the grid that immediately preceded the minimum wage increase

Such an increase shall take effect on the date of the increase to the provincial minimum wage. For example, if the start rate of the pay band 1 get \$0.10/hour increase on 1 December 2020, and the provincial minimum wage increases by \$0.20/hour in 1 January 2021, the start rate of pay band 1 will be increased by \$0.10/hour on 1 January 2021.

This adjustment will not be made retroactively.

- F. Any employee whose rate of pay is above the top step increment of the pay level for their job will not have their pay reduced but will retain their current rate of pay until the top step increment of the pay level for their job exceeds their rate of pay; at this point, the rate of pay for those employees will increase to the rate of pay in the pay level for their job that is closest to but not less than their current rate of pay.
- G. Unless otherwise stipulated, the provisions of this Collective Agreement shall be effective on the date it is ratified by the Union and the Employer.
- H. The Agreement will expire on 30 November **2023**

PAY GRIDS

01-Dec-19	START	12 MOS	24 MOS	36 MOS	48 MOS
4	\$15.55	\$16.54	\$18.12	\$20.14	\$20.86
5	\$18.57	\$19.51	\$20.55	\$22.51	\$23.34
6	\$20.84	\$22.05	\$22.99	\$24.37	\$25.29
7	\$21.97	\$23.24	\$25.45	\$27.18	\$28.22

01-Dec-20	START	12 MOS	24 MOS	36 MOS	48 MOS
4	\$15.86	\$16.87	\$18.48	\$20.54	\$21.27
5	\$18.94	\$19.90	\$20.96	\$22.96	\$23.81
6	\$21.25	\$22.49	\$23.45	\$24.86	\$25.79
7	\$22.41	\$23.70	\$25.96	\$27.73	\$28.79

01-Dec-21	START	12 MOS	24 MOS	36 MOS	48 MOS
4	\$16.02	\$17.04	\$18.66	\$20.74	\$21.49
5	\$19.13	\$20.10	\$21.17	\$23.19	\$24.04
6	\$21.47	\$22.72	\$23.68	\$25.11	\$26.05
7	\$22.63	\$23.94	\$26.22	\$28.00	\$29.07

01-Dec-22	START	12 MOS	24 MOS	36 MOS	48 MOS
4	\$16.18	\$17.21	\$18.85	\$20.95	\$21.70
5	\$19.32	\$20.30	\$21.38	\$23.42	\$24.29
6	\$21.68	\$22.95	\$23.92	\$25.36	\$26.31
7	\$22.86	\$24.18	\$26.48	\$28.28	\$29.37

LETTER OF UNDERSTANDING # 1

MATERNITY LEAVE ALLOWANCE

Notwithstanding the language of Article 16.03, employees who are on strength as of 10 May 2011 who receive the maternity leave allowance will only be required to work for a period of twenty (20) working days following their maternity leave.

Furthermore, employees who receive the maternity leave allowance but are unable to return to work for the period of time outlined in Article 16.03 as a result of a posting to another location due to their spouse being transferred will not be indebted to NPF for the amount of the maternity leave allowance.

LETTER OF UNDERSTANDING # 2

CONTRACTING OUT

The Employer agrees that jobs and work or services presently performed or hereafter assigned to the Bargaining Unit shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to corporation, person, company, organization or non-unit employee in such a manner as to result in lay-off or reduction of work hours for Bargaining Unit members. If the Employer determines that such reorganization is necessary, and it results in the elimination of positions held by employees within the Bargaining Unit, the Employer shall meet with the Union in order to discuss options for the affected employees. The meeting shall take place as soon as possible.

LETTER OF UNDERSTANDING # 3

BARGAINING UNIT WORK

The Employer acknowledges that non Bargaining Unit employees shall not perform Bargaining Unit work.

LETTER OF UNDERSTANDING #4

TRAINING

Where the Employer requires employees to attend training that the Employer deems necessary for the performance of the employee's job, the Employer shall pay for the cost of such training.

Any employee who is required by the Employer to take a course shall have:

- (a) The fee of the course paid;
- (b) If attendance is during working hours the time spent at the course shall be paid for at the rates and conditions provided under this agreement as though such employee was at work;
- (c) If the course requires travel they will be provided appropriate gas money or transportation to the said course.

LETTER OF UNDERSTANDING # 5

MULTIPLE EMPLOYMENT

The Parties agree to the following;

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 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 substantive (primary position) and the hours worked in the second position will not be included in the determination of the employee's status.
- (b) The employee will have no seniority in the second position nor will the time worked in the second 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 substantive position and the employee's second position.
- (d) While working in the substantive position, the employee shall be paid the rate of pay relating to **their** rate of pay associated with the second position.

- (e) The compensation received while working in the second job will be subject to Union dues, as applicable. However the hours of compensation from the second job 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 (including but not limited to Worker's Compensation benefits, designated holiday pay, calculation of paid leave or the accrual of vacation pay). Further, the hours worked in the second job will not be considered overtime hours and will be excluded from the calculation of the employee's entitlement to overtime pay.
- (f) The employee is not entitled to take paid leave from the second position.
- (g) The employee may not receive two types of pay for the same hours of work (for e.g. the employee cannot receive paid time off from **their** primary position for hours worked in the employee's second position). Further, the employee may not perform work in the second position while on sick leave (whether paid or unpaid) from the primary position.
- (h) In the event the employee is subject to any disciplinary action, subject to the provisions of Article 21.02 of the Collective Agreement, such measures will apply to both the employee's substantive position and second position and will be taken into consideration when determining any future disciplinary action relating to either the employee's substantive position or second position.

Further, in the event that the employee is discharged from employment for misconduct, such discharge will apply to both the employee's substantive and second position.

LETTER OF UNDERSTANDING #6

CALCULATION OF PART-TIME LEAVE

Whereas, the parties recognize the unique composition of the this Bargaining Unit;

And whereas, the parties recognize that the proration of part-time hours, as referenced in Article 26, is based on a formula wherein the employees are paid for such leave in the same proportion as their average hours of work related to the number of hours in the normal work week, as averaged over the preceding two pay periods;

And whereas the parties recognize the calculation of certain forms of leave may be undertaken more than once in a calendar year if leave is used for multiple occasions, resulting in a potential lack of consistency as to the total amount of leave to which one may be entitled in a calendar year. Given that the average of two pay periods may fluctuate, and leave can be taken on an hourly basis, and must be recalculated if taken on more than one occasion in a given year, the number of hours to which the employee may be entitled could shift;

And whereas given the potential inconsistency noted above, the Union and the Employer agree **to continue** to modify the leave entitlement for PT employees within this Unit so as to simplify the calculation of leave entitlement (specifically, Family-related, Sick **and Bereavement** leave)

- (a) Effective 1 January 2018, part-time leave entitlements will be as follows:

Family-related leave: in a calendar year, part-time employees can take up to 20 hours of leave for reasons stipulated in **Article 16.06(b)**

Sick leave: in a calendar year, part-time employees can take up to 16 hours of leave as per **sub-Article 26.01(c)**

Bereavement leave: as set out in **Articles 16.07**, and **26.01(a)**, a part-time employee who requests this leave as per **16.07** they will **normally** be entitled to paid leave for all shifts scheduled within the **first seven (7) calendar** days of the death. For example, if death occurs on a Wednesday, and a part time employee is scheduled to work Friday, and Saturday, and **Tuesday**, **then** the employee would be entitled to take paid leave for all hours scheduled to work on those three days.

- (b) All leave entitlements specified above can be taken in hourly increments.
- (c) This LOU will also temporarily amend Article 26.02 as follows:

Leave in accordance with Article **26.01** (excluding Family-Related Leave, Sick **and Bereavement** Leave) shall be paid in the same proportion as their average hours of work related to the number of hours in a normal work week as averaged over the preceding two pay periods.

- (d) This letter shall form part of the Collective Agreement, and will be subject of discussion prior to any further renewals of its terms at the next iteration of bargaining.

New LETTER OF UNDERSTANDING #7

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.