

**AGREEMENT**

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

**AND**

**PUBLIC SERVICE ALLIANCE OF CANADA**

**GROUP: OPERATIONAL CATEGORY (ALL EMPLOYEES)  
ADMINISTRATIVE SUPPORT (ALL EMPLOYEES)**

**GARRISON PETAWAWA**

**EXPIRY DATE: 30 April 2022**

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## **ARTICLE 1: PURPOSE OF THE 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 Bargaining Agent and the employees and to set forth herein the terms and conditions of employment upon which agreement has been reached through collective bargaining.

1.02 The parties to this Agreement share a desire to improve the quality, to increase the efficiency of the services provided, and to promote the wellbeing of the employees.

1.03 It is the purpose and intent of the parties to this Agreement to foster and maintain an environment that promotes respect and dignity in the workplace.

## **ARTICLE 2: RECOGNITION**

2.01

- (a) The Employer recognizes the Public Service Alliance of Canada, certified by the Public Service Staff Relations Board on 30 June 1997, as Bargaining Agent for all employees of the Employer in the Operational and Administrative Support Categories employed at the **Garrison** Petawawa, in Ontario save and except managers.
- (b) The Employer recognizes the Public Service Alliance of Canada certified by the Public Service Staff Relations Board on 24 June 1980, as Bargaining Agent for all employees of the Employer in the Administrative Support Category employed at **Garrison Petawawa**, 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 thirty-two (32) 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 thirty-two (32) hours per week.
- (c) “Probationary Employee” means a new employee who is carrying out the tasks of a full-time or part-time employee but has not been granted full-time or part-time status. The probationary period shall not normally exceed:
  - (i) Supervisory three (3) months;
  - (ii) Non-supervisory three (3) months.
- (d) After meaningful consultation with the Union the Employer may extend the probationary period beyond the original probationary period specified above in the event that the employee’s evaluation is unsatisfactory upon conclusion of the original probationary period. The maximum probation extension will be limited to one (1) month.

3.02 The Employer agrees to advise new employees that a Collective Agreement is in effect between the parties. A new employee will be advised of the name and location of the Local Union President.

3.03 “Term Employee” means an employee who is carrying out the tasks of a full-time or part-time employee but who is hired on a temporary basis for a term of at least three (3) months but not more than eighteen (18) months for the purpose of:

- (a) replacement of permanent employees, who are on leave with or without pay,
- (b) short-term assignments,
- (c) non-recurring work.

#### **ARTICLE 4: STATE SECURITY**

4.01 Nothing in this Agreement shall be construed as requiring 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 Bargaining Agent 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;
- (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 and sufficient cause. The employee may have access to the grievance procedure but may not refer a grievance to adjudication unless the release is disciplinary in nature.

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 fairly, without discrimination and in a manner consistent with the terms of this Agreement.

## **ARTICLE 6: LEGISLATION AND THE COLLECTIVE AGREEMENT**

6.01 If any law now in force or enacted during the term of 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 conform 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 Bargaining Agent

from the pay of all employees in the Bargaining Unit. 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.

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

7.03 The Bargaining Agent 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.

7.04 The Employer agrees to remit dues together with a list of employees from whom deductions have been made to the Union and the Local at [dues-cotisation@psac.afpc.com](mailto:dues-cotisation@psac.afpc.com) by the fifteenth (15<sup>th</sup>) day following the end of each calendar month, except for circumstances beyond the Employer's control. The Employer agrees to supply the Bargaining Agent, monthly, with the name and job title of each new Bargaining Unit employee. The Employer also agrees to supply the Union, including the Local, monthly, with the name and job title of each Bargaining Unit employee, including notice of such employees whose employment has been terminated.

7.05 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 Bargaining Agent to appoint employees as representatives.



8.02 The Bargaining Agent shall determine the jurisdiction of their respective representatives.

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

## **ARTICLE 9: LEAVE FOR REPRESENTATIVES AND ACCESS TO PREMISES**

9.01

- (a) A representative shall obtain the permission of **their** manager before leaving **their** work to investigate with fellow employees' complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to **their** manager before resuming **their** normal duties.
- (b) The Employer agrees to recognize a Negotiating Committee of up to four (4) members from the Bargaining Unit. The Negotiating Committee members' pay shall continue as normal and any time spent participating in preparatory contract or negotiations meetings **with the Negotiator** up to and including conciliation, shall be invoiced to the PSAC for reimbursement.

9.02 The Employer agrees that accredited officials of the Bargaining Agent may be granted access to the Employer's premises upon request and following the consent of the local senior manager of the appropriate operation or their delegate. Such applications shall not be unreasonably withheld.

9.03 Bargaining Agent's meetings shall be held outside the hours of work of the employees and outside the premises of the Employer. However, the Employer may permit the Bargaining Agent 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 Bargaining Agent to convene a meeting. The Bargaining Agent 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.

9.04 A representative will not receive pay for time spent investigating complaints during **their** regular scheduled time off.

**9.05 When operational requirements permit, the Employer may grant leave without pay for a reasonable number of designated employees to participate in Union events or training on behalf of the Bargaining Agent, subject to two (2) weeks' notice to the Employer. Shorter notice may be provided by mutual agreement of the parties.**

**9.07 When an employee is on approved leave without pay under sub-Article 9.01(b) and Article 9.05 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 the UNDE component, the Local, or the PSAC.**

**9.08 Once per month and where operational requirements permit, the Employer shall allow a period of thirty (30) paid minutes during a work shift for all new employees hired since the last Union orientation and the Local President or their designate, to meet and provide a brief orientation to the Union.**

## **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* apply for the purposes of occupational safety and health.

10.03 Subject to operational requirements, the Employer agrees to accommodate a pregnant or nursing employee who obtains a medical certificate stating that **their** workplace contains some risks for **their** health, the health of the foetus 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.**

10.04 In the event of a lockout or legal strike by another Bargaining Unit, the Employer shall not require any employee to cross a picket line to perform duties ordinarily carried out by the picketers. When entry to the workplace is blocked to the point of creating a danger for the employee (as defined in section 122(1) of the *Canada Labour Code*), then the employee shall notify their manager. Once reported, if the Employer is unable to assist the employee with reporting to work or if no alternative work arrangements are available, then the worker shall receive their normal pay for the day.

## **ARTICLE 11: HOURS OF WORK**

11.01

(a) Operational Category: the normal hours of work shall

not exceed eight (8) hours in a day and forty (40) hours in a week. A week will include a period of seven (7) consecutive days starting at 0000 hours Monday and ending the following Sunday at 2400 hours.

- (b) Administrative Support Category: the normal hours of work shall not exceed seven and one-half (7½) hours in a day and thirty-seven and one-half (37½) hours in a week. **A week will include a period of seven (7) consecutive days starting at 0000 hours Monday and ending the following Sunday at 2400 hours.**

11.02 A work schedule shall be posted on the appropriate bulletin board showing the scheduled daily working hours for each employee covered by this Agreement for the following **two (2) week period**. If a schedule is not posted by Wednesday, the schedule for the previous **period** will apply. After **the schedule is posted**, no changes in schedule for the following week will be made, except where changes are necessary due to circumstances beyond the control of the Employer. Where such changes are necessary, the employee will be given notice as far in advance as possible.

11.03 If an employee is scheduled for work in accordance with Article 11.02 and **they** report to work and there is no work available **they** shall be paid a minimum of three (3) hours pay at **their** regular rate.

11.04 Once in every three (3) week period, employees shall be scheduled two (2) consecutive days off, which shall be either a Friday Saturday, Saturday Sunday or a Sunday Monday combination at the discretion of the Employer.

11.05 Upon the written request of an employee and with approval of the Employer, Article 11.04 may be rendered void for the employee.

11.06 The Employer will advise in writing and consult the Local Union President or if unavailable, another Local Union executive member of any change in hours of work which the Employer proposes to institute at least fifteen (15) calendar days in advance, when such changes will affect the majority of the employees governed by the schedule. In all cases following such changes, the Employer will, where practical, accommodate such local employee representations as may have been conveyed by the Local Union President.

11.07 Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

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

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

11.10 The meal period shall remain as per past practice unless changes are mutually agreed upon. Also, except in those operations, which normally employ only one person, the meal periods shall be uninterrupted.

11.11 No employee shall be required to work a shift of less than three (3) hours without the agreement of the employee.

11.12 Provided they are available and able to work the hours required, employees shall not be scheduled to work less hours than junior employees in the same job title and in the same outlet.

11.13 Any additional hours which become available, will be

offered first to Bargaining Unit employees, in their job title, in their outlet, based on seniority, provided that additional hours do not result in overtime, do not conflict with existing schedules and do not result in a change in status of the employee or in the payment of premium pay. Available additional hours are those hours, which become available due to scheduled or unscheduled absences of Bargaining Unit employees or changes in operational requirements.

11.14 All work schedules shall be written in ink or produced electronically.

11.15 No employee shall be required to work a new shift unless a minimum of eight (8) hours has passed since the previous day's work period ended unless otherwise mutually agreed.

11.16 Subject to operational requirements, the Employer may grant an employee request for modified scheduling arrangements for school attendance purposes. The Employer will not be arbitrary when making the decisions to grant or deny such a request.

Request pursuant to this provision must be made in writing and must indicate the timeframe for such requested modifications.

#### **11.17 Call Back Pay**

**An employee called back to work shall receive a minimum of three (3) hours' pay at the employee's regular rate.**

### **ARTICLE 12: OVERTIME**

12.01 When an employee is required to work in excess of the normal hours of work stipulated in **Article 11.01 they are** entitled

to overtime compensation for each completed period of fifteen (15) minutes of overtime worked by **them** at the rate of time and one half (1½) except as provided in subsection (a), (b), and (c).

- (a) Double time for all overtime worked in excess of eight (8) overtime hours on the normal working day.
- (b) Double time for all overtime worked in excess of eight (8) consecutive overtime hours on a day of rest.
- (c) Double time for overtime on the second day of rest provided that the second day of rest is contiguous with the first day of rest.

**12.02** Overtime shall be compensated in cash, except upon the request of an employee and with the approval of the Employer; overtime shall be compensated by leave with pay. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate. Payment of such leave shall be at the employee's straight time rate of pay in effect on the date immediately prior to the day on which the leave is taken.

**12.03** The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

**12.04** If compensatory leave with pay earned cannot be taken within ninety (90) days of when it is accrued, it will be paid out at the rate of pay applicable on day(s) in which it was earned. Notwithstanding the provisions of this Article, the time limits outlined above can be extended at the Employer's discretion on provision of a written plan for how and when the leave is to be used.

**12.05** Meal Allowance

An employee who works three (3) or more hours of

overtime,

- (a) immediately before the employee's scheduled hours of work, or
- (b) immediately following the employee is 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 by the Employer. The employee may take an unpaid meal break either at or adjacent to the employee's place of work.

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

## **ARTICLE 13: SENIORITY**

### **13.01     Definitions**

- (a) Full-time seniority shall be defined as the total length of continuous full-time employment in the Bargaining Unit.
- (b) Part-time seniority shall be defined as the total length of continuous part-time employment in the Bargaining Unit.
- (c) For the purposes of scheduling, the seniority of an



employee transferred from one operation to another as the result of a competition, job change based on seniority or transfer at the request of an employee, shall date from the employee's first day of continuous work in the operation.

- (d) Probationary employees shall have no rights under the seniority provision of this Agreement during the probation period outlined in sub-Article 3.01(c). The seniority of a probationary employee who has completed the probation period to the satisfaction of the Employer will be dated from the first day of the probationary period, which is the first day of employment in the Bargaining Unit.
- (e) The Bargaining Unit shall be divided into the following operations called outlets:
  - (1) CANEX SuperMart
  - (2) CANEX Expressmart
  - (3) SISIP
  - (4) CANEX Maintenance
  - (5) Jr. Ranks Messes
  - (6) W.O. & **Sgts'** Mess
  - (7) Officers' Mess
  - (8) Community Recreation
  - (9) Petawawa Post
  - (10) NPF Accounts
  - (11) Jubilee Lodge Marina
  - (12) Black Bear Campground
  - (13) Health Promotions
  - (14) Dundonald Hall (Fitness Sports)
  - (15) Silver Dart Arena
  - (16) Garrison Petawawa – PSP HQ

13.02 The employee will lose seniority rights under this Agreement and the employee's services will be terminated if:

- (a) the employee voluntarily leaves employment with the Employer;
- (b) the employee is discharged for just cause;
- (c) the employee has been laid off for a continuous period of twelve (12) months and is not recalled;
- (d) the employee has been laid off and is recalled to **their** former position for which **they are** qualified and fails to return to work or to give in writing valid reasons for the employee's inability to do so within five (5) working days of the date the employee 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 the employee's current mailing address and telephone number;
- (e) the employee overstays a leave of absence granted by the Employer in accordance with Article 15 and Article 16 without securing an extension of such leave;
- (f) the employee is absent from work for more than four (4) working days without securing leave 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 four (4) days or less without reasons satisfactory to the Employer.

13.03 Layoff and recall from layoff shall be by outlet. Employees in the outlet shall be laid off in accordance with their

seniority as set out in **sub-Article 13.01(a)** or **sub-Article 13.01(b)** such that senior employees have preference over junior employees. At the time of layoff, a full-time employee shall be able to displace another full-time employee in their outlet provided that they are of the same or higher classification and provided that they have the necessary qualifications, experience, ability, and skill to do the job required. The employee shall be paid the rate of pay for the position into which they move.

#### 13.04

- (a) The junior full-time employee affected by layoff, may convert to part-time status with the maintenance of all seniority accrued both as a full-time and part-time employee or go on the layoff list. In the event the employee is not recalled within the twelve (12) month recall period, **their** employment will be terminated. If the full-time employee accepts the part-time position, the employee shall receive the rate of pay of the job in which the employee is placed.
- (b) When a part-time employee is laid off in accordance with the provisions of Article 13.03 **they** shall be retained on the layoff list and shall be eligible for recall to a part-time position.

13.05 A full-time employee who is on layoff may continue the benefits listed in Article 21.02, **with the exception of long term disability benefits, until such time as the Benefits Plan includes it**, for a period of **twelve (12)** months. The employee will be responsible for both the employee and Employer share of the premiums.

13.06 Vacancies within the Bargaining Unit will be filled in accordance with the following order of precedence:

- (a) The employee of the same job title in the outlet, on layoff, shall be recalled by seniority.
- (b) If the vacancy cannot be filled as per (a) **above**, then the vacancy will be offered, on the basis of seniority, to any employee on the layoff list of the outlet concerned provided the employee is of the same classification level or higher than the classification level of the vacant position whether full-**time** or part-time and provided the employee has the necessary qualifications, experience, ability, and skill to do the job required.
- (c) If the vacancy is full-time, non-supervisory and cannot be filled from the layoff list by either full-**time** or part-time employees, it is to be posted in accordance with Article 13.07. If any qualified and interested employee in the outlet applies for the vacancy, the applicant with the most seniority in the outlet will be given the job provided the applicant's job title is the same as the vacant position.
- (d) If the vacancy cannot be filled in accordance with **sub-Articles** 13.06(a), (b) or (c), the Employer will consider the members of the Bargaining Unit both full-**time** and part-time who applied for the position. The successful applicant for the position will be selected in accordance with Article 13.07.
- (e) If the Employer determines that there is no qualified or successful applicant within the Bargaining Unit, the Employer may hire someone from outside the Bargaining Unit.

13.07 Vacancies that cannot be filled in accordance with **sub-Article** 13.06(a) will be posted for a total of seven (7) calendar days.

Members of the Bargaining Unit interested in the position may apply in writing, during this seven (7) calendar day period, to the NPF Human Resource Office. Applicants will be selected in accordance with the order of precedence outlined in **sub-Articles** 13.06(c) and (d). The poster shall indicate the job title and description of the job opening, rate of pay, the appropriate starting date and the qualifications required. Except for vacancies filled in accordance with the provisions of **sub-Articles** 13.06(a), (b) or (c), 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 judged equal, the employee with the greatest seniority will be selected.

13.08 A grievance with regard to the selection of a candidate in a competitive process may be presented initially at the second level of the grievance process by an employee who was a candidate in the competition and feels aggrieved by the selection. The grievance must be submitted within the **ten (10)** calendar days following the day on which the candidates were advised of the name of the successful candidate.

13.09 Within sixty (60) days of the signing of this Collective Agreement separate seniority lists for full-time and part-time employees shall be posted for a period of three (3) weeks.

13.10 The Employer agrees to supply the **Local Union** each quarter with an up to date seniority list showing the name, position, department and work location of each Bargaining Unit member. A copy of said seniority list shall be posted on the bulletin board of each outlet.

13.11 If a part-time employee moves to a full-time position without a break in service of more than fourteen (14) days in duration, **their** seniority as a part-time or term employee will be recognized on the basis of one hundred percent (100%) credit on

the calculation of **their** full-time seniority.

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

13.13

- (a) If at anytime within thirty (30) days of being awarded a job in accordance with Article 13.06 and Article 13.07 the employee requests to be returned to their former job or the employee cannot satisfactorily perform the job, they shall be returned to their former position or a similar position and former wage rate without loss of seniority.
- (b) During the above thirty (30) days period, the Employer will be entitled to staff the employee's former position with a temporary employee. In the event that the original employee is returned to their former position, the temporary employee **will** be released by the Employer without notice, severance, or further obligations.

13.14 Should a Bargaining Unit position become vacant and is not posted within thirty (30) calendar days the Employer shall meet with the Local Union President to clarify the Employer's position.

13.15 If a position has changed from full-time to a part-time position, the Local Union President shall be advised in writing prior to the posting as to the reason.

13.16 If an employee feels that their job has changed significantly in a way that may affect the pay level of their job, they can make a written request to **their local NPF** Human Resources that their job be submitted to the Job Evaluation Committee for

review. If it is determined that the employee's job has changed significantly in a way that may affect the pay level of the employee's job, then the employee's job will be submitted to the Job Evaluation Committee for review.

13.17 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.

## **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) the first Monday in August
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day
- (l) one additional day when proclaimed by an Act of Parliament as a National Holiday.

14.02 There shall be no payment for designated holidays, which occur within a period of leave without pay. **This limitation shall not apply between 24 December and 2 January. For example, an employee who is on unpaid leave due to a holiday outlet closure will be entitled to pay for designated holidays during this period.**

14.03 An employee who is entitled to a designated holiday and is required to work on that designated holiday shall, at the request of the employee, be either:

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

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

14.05 A full-time employee shall be paid for holidays mentioned in **Article** 14.01 unless **they are** absent on **their** scheduled day prior to **and** following the holiday subject to the following:

- (a) employees who are sick on **any** day mentioned in **Article** 14.01 above shall be entitled to the paid holiday provided the employee provides proof of the illness or injury, if requested by the Employer during the period of illness or injury; and
- (b) employees on leave with pay or leave of absence for Union business not in excess of two **(2)** weeks on **any** of the days mentioned in **Article** 14.01 above shall be paid for the holiday.

14.06 Upon completion of the thirty (30) days of employment, part-time employees shall be paid four-point-two-five percent



(4.25%) of **their** gross regular earning as a designated holiday pay every pay period. If a part-time employee works on a designated holiday, the employee will be paid at the rate of one and one-half times (1½ x) their rate of pay for the hours worked on that day.

**14.07** An employee who is required to work on a designated holiday shall be paid **their** holiday pay if entitled as per **Article 14.05** and **Article 14.06** and one and one-half times (1½ x) **their** hourly rate for the first eight **(8)** hours worked by **them** on that day and two times (2 x) **their** hourly rate of pay for all hours worked thereafter.

**14.08** When a full-time employee works on a holiday following a day of rest on which **they** also worked and received overtime in accordance with **Article 12.01**, **they** shall be paid in addition to the pay that **they** would have been granted had **they** not worked on the holiday, two times (2 x) **their** hourly rate of pay for all time worked.

**14.09** Subject to operational requirements, unless otherwise mutually agreed upon, the Employer shall not schedule an employee to work on both December 25<sup>th</sup> and January 1<sup>st</sup> in the same holiday season.

## **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. The vacation entitlement shall be as follows:

<b><u>Years of Continuous Employment</u></b>	<b><u>Full-time Entitlement</u></b>	<b><u>Part-Time Entitlement</u></b>
In the 1 <sup>st</sup> year	10 working days	4% of gross income

In the 2 <sup>nd</sup> to 6 <sup>th</sup> years	15 working days	6% of gross income
In the 7 <sup>th</sup> to 15 <sup>th</sup> years	20 working days	8% of gross income
In the 16 <sup>th</sup> and 17 <sup>th</sup> years	23 working days	9.2% of gross income
In the 18 <sup>th</sup> to 26 <sup>th</sup> years	25 working days	10% of gross income
In the 27 <sup>th</sup> year	27 working days	11% of gross income
In the 28 <sup>th</sup> and subsequent years	30 working days	12% of gross income

15.02 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.

15.03 Calculations shall be based on the anniversary date of employment of the employee.

15.04 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 length of service.

15.05 An employee shall give the Employer at least fourteen (14) calendar days' notice in writing regarding the actual dates on which **they** desire to take **their** vacation if the period of vacation is in excess of five (5) days.

15.06 The Employer may authorize carryover of vacation leave not exceeding one **(1)** year's entitlement. Employees are normally expected to take vacation leave in the year following the earning of the vacation entitlement or up to the extent of their earned credits.

It is realized that occasionally vacations cannot be taken during the vacation period because of illness, job requirements or other exceptional circumstances. In such cases vacations may be carried over the next vacation period with the approval of the Employer. Applications for vacation carryover shall be submitted in writing.

15.07 Vacation is only earned while an employee is drawing a wage except that authorized periods of leave without pay that do not exceed two (2) weeks may be counted as time earning vacation.

15.08 Part-time employees may elect to be paid their vacation entitlement on a bi-weekly basis.

Any part-time **employee** who has not requested a payout of their vacation pay during the calendar year (01 Jan-31 Dec) shall have the amount paid out on or before the last pay period of the calendar year.

15.09 When any designated holiday as defined in Article 14.01 falls within the employee's paid vacation period the employee will be permitted to take one (1) extra day of vacation with pay consecutive with **their** vacation for each designated holiday.

15.10 The normal vacation period shall commence on May 31 and end on September 30. However, this does not preclude an employee from requesting vacation at any other time provided the Employer determines that it would not interfere with operational requirements.

15.11 The vacation schedule shall be posted prior to the vacation period and such vacations will be granted on the basis of length of service of those in the **outlet**. A senior employee will not be able to request a holiday period already selected by an employee whose vacation request was approved by the Employer.

15.12 Subject to operational requirements, the Employer may schedule the Saturday prior to the commencement of an employee's vacation period as the employee's Saturday off in that four (4) week operating period.

15.13 Where, in respect of any period of vacation leave with pay, an employee is granted sick leave on production of a medical certificate, the period of vacation leave with pay so displaced shall be reinstated for use at a later date.

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

15.15 An employee is entitled to vacation leave with pay to the extent of **their** earned credits.

15.16 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.

15.17 The Employer shall provide the employee with a written response to a vacation leave request no later than **seven (7)** working days from receipt of such a written request.

15.18 Upon written request a part-time employee may be granted time off without pay for vacation purposes based on the vacation entitlement in accordance with **Article 15.01** and **Article 15.04**.

**15.19** Recognition of Prior Service in the Canadian **Armed** Forces in the calculation of vacation entitlement. The parties agree to the following:

- (a) Effective 1 April 2012 and subject to the provisions of this **Article**, any employee within the Bargaining Unit who has qualifying prior service in the Canadian Forces will have this service included in the calculation of **their** vacation entitlement outlined in **the** Collective Agreement.
- (b) For the purposes of this **Article**, qualifying prior Canadian 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 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.
- (c) 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 **the NPF** local Human Resource 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.

- (d) For the purpose of including any qualifying prior Canadian Forces service in the calculation of the employee's vacation entitlement:
  - (i) Any employee who provides the acceptable record of **their** qualifying prior Canadian Forces service to the Employer prior to 1 April 2013 will have any qualifying prior Canadian Forces service count retroactively from either, 1 April 2012 or the employee's start date as a full-time/part-time employee, whichever occurs later.
  - (ii) Any employee who provides the acceptable record of **their** qualifying prior Canadian Forces service to the Employer on or after 1 April 2013 will have any qualifying prior Canadian Forces service count from either, the first day of the vacation year in which the acceptable record was provided or **their** start date as a full-time/part-time employee, whichever occurs later.

## **ARTICLE 16: LEAVE GENERAL**

### **16.01     General**

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.

## 16.02 Sick Leave Plan

- (a) All full-time employees are entitled to up to seventeen (17) weeks sick leave at full pay.
- (b) The following conditions govern the entitlement to sick leave:
  - (i) the employee must contact **their** immediate supervisor prior to **their** regular starting time on the first day of absence or as soon as possible, at which time **they** will indicate 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 that **they are** required to produce a medical certificate before **they** return to work. Prolonged or frequent illness may require additional certificates at the expense of the Employer, from the employee's doctor;
  - (iii) a pregnant employee who has not commenced maternity leave is eligible for coverage under the sick leave plan including coverage for pregnancy related illnesses.
- (c) The employee's full benefits are reinstated after a return to work for thirty (30) calendar days. However, if, **prior to the expiration of their seventeen (17) weeks of sick leave**, the employee is affected by the same illness during the first thirty (30) days following

the employee's return to work, it will be considered as a continuation of the original disability.

- (d) **The employee's full benefits are reinstated after five (5) continuous working days if the disability is for a new cause.**

16.03 Part-time employees may be granted up to a maximum of **two (2) shifts** of paid sick leave per fiscal year.

- (a) The following conditions govern the entitlement to sick leave:
  - (i) the employee must contact **their** immediate supervisor on the first day of the absence indicating the reason for the absence and the expected date of return;
  - (ii) the Employer reserves the right to require a medical certificate for any period of illness, regardless of duration, provided that the employee is advised in writing of the requirement beforehand. Prolonged illness or frequent illness may require additional certificates from a doctor selected by the Employer at the expense of the Employer;
  - (iii) employees on maternity leave or any other form of leave are excluded from earning and taking sick leave.
- (b) Sick leave is not cumulative from year to year nor does it have any cash value.



#### 16.04 Maternity and Parental Leave

Any employee who has completed six (6) months of continuous service to the Employer has the right to leave without pay in the following circumstances:

- (a) an employee who provides the Employer with a qualified **health care provider** certificate 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 delivery** and ending at the latest seventeen (17) weeks after the date of delivery;

#### Parental Leave and Adoption Leave

- (b) Where an employee has or will have the actual care and custody of a newborn child or adopts a child, that employee is entitled to and shall be granted a leave of absence **without pay for either:**
  - (i) **A single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week 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.**

- (c) The aggregate amount of parental leave and adoption leave that may be taken by two (2) employees **pursuant to sub-Article 16.04(b)** will not exceed

thirty-five (35) weeks.

- (d) 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 16.04** and of any change in length of leave intended to be taken.
- (e) 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.**
- (d) An employee may elect to use earned vacation and compensatory leave credits up to and beyond the **delivery date.**

**16.05** An employee returning from leave provided pursuant to **Article 16.04** 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 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 she 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.

**16.06** Leave granted under this **Article** shall be counted as

“service” for purposes of benefits in the Agreement. This shall not apply where an employee terminates employment immediately following leave pursuant to **Article 16.04**.

**16.07** 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.

**16.08** Maternity Leave Allowance

- (a)** An employee shall be granted a maternity top-up allowance, which shall consist of the total of seventeen (17) weeks of payments, as follows:
  - (i)** where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, they are eligible to receive ninety-three percent (93%) of their weekly gross pay;
  - (ii)** 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
  - (iii)** where an employee has received the full fifteen (15) weeks in (ii) above 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.

**(b) In accordance with the following conditions**

- (i)** 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;
- (ii)** 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
- (iii)** Should the employee fail to return to work as per the provisions of **sub-Article 16.08(b)(ii)**, the employee recognizes that **they are** indebted to the Employer for the full amount of the

allowance.

## 16.09 Bereavement Leave

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

It is recognized by the parties that the circumstances that call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different from that provided for in **sub-Articles 16.09(a) and (b)** above.

#### **16.10      Compassionate Care Leave**

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

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.

Length of service continues to accrue during absences on Compassionate Care Leave. An employee on Compassionate Care Leave may continue group benefits and pension coverage provided the employee pays their share of contributions; **the Employer** shall continue to pay its share of contributions.

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.

#### 16.11 Leave for Family-Related Responsibilities

The Employer shall grant up to five (5) days family related leave with pay in a fiscal year to full-time employees to be used in any combination for the following reasons:

- (a) To take a dependent family member for medical or dental appointments, or for appointments with appropriate authorities in school or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize **their** absence from work. An employee requesting leave under this provision must notify **their** supervisor of the appointment as far in advance as possible.
- (b) For the temporary care of a sick member of the employee's immediate family.
- (c) For the needs directly related to the birth **and/or adoption** of an employee's child. This leave may be divided into two (2) separate periods and granted on separate days.
- (d) To attend school functions and school activities if the supervisor was notified of the function as far in advance as possible.
- (e) To provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility.
- (f) To attend an appointment with a legal or paralegal representative or with a financial representative if the

supervisor was notified of the appointment as far in advance as possible.

- (g) **To attend a house-hunting trip for relocation of the employee's spouse.**
- (h) The total leave with pay, which may be granted under this **Article**, can be taken in hourly increments and, shall not exceed five (5) working days in any fiscal year.

For the purposes of this **Article**, family is defined as spouse or 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.

#### **16.12     Leave Without Pay for Relocation of Spouse**

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

- (a) the employee must submit a written request for relocation leave to **their** manager at least four (4) weeks in advance;
- (b) the employee must provide proof of the spouse's relocation/posting/ transfer;
- (c) the employee must provide advance written confirmation that **they are** voluntarily giving up rights



to **their** substantive position effective the first (1<sup>st</sup>) day of **their** relocation leave (thus allowing **their** former position to be immediately filled on a permanent basis);

- (d) the employee must provide advance written confirmation that **they** will be deemed to have voluntarily resigned from **their** employment effective the last day of **their** relocation leave in the event that **they are** not successful in obtaining another position **with the Employer** at the new location during **their** leave.
- (e) the employee must ensure **their** previous location has **their** current contact information; and

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

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

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

### 16.13 Court Leave with Pay

The Employer shall grant leave with pay to an employee for the period of time **they are** 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, other than in the performance of the duties of **their** position;
- (d) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
- (e) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

When an employee is summoned under the circumstances described above, **they** shall notify **the** Employer as soon as possible. Where practicable, an employee is required to return to work for the remainder of **their** shift when dismissed by **the appropriate authority**.

#### 16.14 Jury Duty

In the event an employee is summoned for jury selection or jury duty, the Employer agrees to make up the difference, if any, between the amounts paid **to the employee** for jury services and the amount **they** could have earned had **they** worked on such days. This does not apply if the employee is excused from jury duty for the rest of the day or days and, where practicable, 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.

**16.15**      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 **exceed twelve (12) months in duration and shall not** be unreasonably withheld. During approved periods of absence without pay in excess of two (2) continuous weeks an employee will not be eligible for any of the benefits provided for in this Agreement. Benefits for full-time employees listed in Article 21.02 may be continued at the request of the employee. The employee will be responsible for both the employee and the Employer share of the **pension premium and group benefit 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.

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

**16.17**      An employee shall not be paid for more than one type of leave with pay during any one period.

**16.18**      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.

#### **16.19     Personal 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 fiscal year, a single period of up to seven **and one-half** (7½) hours of leave in the case of employees who work a regularly scheduled thirty seven **and one-half** (37½) hour work week, or a single period of up to eight (8) hours of leave for employees who work a regularly scheduled hour work week of forty hours (40) per week with pay for reasons of a personal nature.

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.

#### **16.20     Leave for Pregnant Employees**

**For each routine medical appointment relating to the employee's pregnancy, a pregnant employee will be granted up to one-half (½) day of reasonable time off with pay.** 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.

#### **16.21     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 leave will not exceed two (2) paid 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 For the purposes of this Agreement, a grievance or complaint is defined as a difference arising between an employee and the Employer, relating to the interpretation, application, administration, or alleged violation of this Agreement that affect the employees' terms and conditions of employment and shall include complaints arising under the *Canadian Human Rights Act* and the *Federal Public Sector Labour Relations Act*, as amended from time to time.

17.02 The grievance procedure includes an informal or verbal complaint stage for employees. Before a formal grievance is presented, the employee and/or Union representative is encouraged to discuss it as an informal or verbal complaint with the manager through discussion. If the employee is not satisfied with the result of such verbal and informal discussions, a formal grievance may then be presented within the time limits outlined in this Article.

17.03 A three-level grievance procedure is provided to

employees. The Employer will post on the bulletin boards, the job titles of the officials designated by the Employer to handle each of the three (3) levels of the grievance procedure. The Union is to be supplied with copies of said postings.

17.04 Subject to and as provided in Part 2 of the *Federal Public Sector Labour Relations Act* as may be amended from time to time, an employee who feels aggrieved by the interpretation or application of the Collective Agreement or arbitral award, or by any matter, action or lack of action by the Employer affecting the terms and conditions of **their** employment, other than a matter arising from the classification process is entitled to present a grievance in the manner prescribed in this Article except that;

- (a) where there is another administrative procedure provided by or under any Act of Parliament, other than the *Canadian Human Rights Act*, to deal with **their** specific complaint, such procedure must be followed; and
- (b) where the grievance relates to the interpretation or application of the Collective Agreement or an arbitral award, **the employee is** not entitled to present the grievance unless **they have** the approval of and **are** represented by the Union.

17.05 Subject to and as provided in Part 2 of the *Federal Public Sector Labour Relations Act* as may be amended from time to time, the Union may present a group grievance on behalf of a group of employees who feel aggrieved by the interpretation or application, common in respect of those employees, of this Collective Agreement or arbitral award other than a matter arising from the classification process, in the manner prescribed in this Article. Where there is another administrative procedure provided by or under any Act of Parliament, other than the *Canadian Human*

*Rights Act*, to deal with the specific complaint, such procedure must be followed.

17.06 An employee, or the Union on behalf of a group of employees, is not entitled to present a grievance relating to any action taken, direction or regulation given or made on behalf of the Government of Canada, respecting matters involving the safety and security of Canada.

17.07 An employee, or the Union on behalf of a group of employees, when submitting a grievance at any level, shall use the NPF Grievance Presentation Form. However, a grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the NPF **Grievance Presentation Form** or by reason of any technical irregularity. The form is obtainable from the local Human Resources office.

17.08 An employee has the right to be represented by a Union representative in the grievance procedure at any level and at either, or both, the informal discussion (verbal complaint) stage, or when the formal written grievance is being considered.

17.09 At the request of an employee/group of employees who have presented a grievance, the Union representative shall have the right to consult with the person designated to reply on the Employer's behalf at any level in the grievance procedure. At levels other than the final level the request for consultation may be made verbally.

17.10 An employee, or the Union on behalf of a group of employees, wishing to present a grievance shall do so:

- (a) at the first level of the grievance procedure where the grievance does not relate to disciplinary action resulting in the discharge of the employee;



- (b) at the final level of the grievance procedure where the grievance relates to disciplinary action resulting in the discharge of the employee.

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

17.11 An individual or a group grievance shall be presented:

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

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

17.12 When an employee, or the Union on behalf of a group of employees, is not willing to accept the response to a grievance submitted to the first or second level and wish to submit the grievance to the final level, this must be done within ten (10) days after the date on which the response was conveyed to the employee or the Union on behalf of a group of employees in writing by the Employer.

17.13 When an employee or the Union on behalf of a group of employees does not receive a response to the grievance within fifteen (15) days, the employee or the Union on behalf of a group of employees is entitled to submit the grievance to the next higher

level.

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

17.15 The time limits stipulated in the grievance procedure may be extended by mutual agreement between the Employer, the grievor(s) and the Union representative.

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

17.17 An employee or the Union on behalf of a group of employees may abandon a grievance at any stage in the process by written notice to the person who is designated to receive and to reply on behalf of the Employer at level one of the grievance process.

17.18 An employee or the Union on behalf of a group of employees who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless in the opinion of the Employer it was not possible for the employee/Union to comply with the prescribed time limits.

17.19 Where an employee or the Union on behalf of a group of employees has presented a grievance up to and including the final level with respect to disciplinary action resulting in discharge, suspension or a financial penalty, and the grievance has not been dealt with to the employee or group of employee's satisfaction, they may refer the grievance to adjudication in accordance with the

provisions of the *Federal Public Sector Labour Relations Act* and Regulations, as may be amended from time to time.

17.20 When a grievance that may be presented to adjudication is a grievance relating to the interpretation or application in respect of **the employee** of a provision of a Collective Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Union for the Bargaining Unit to which the Collective Agreement or arbitral award applies signifies in prescribed manner:

- (a) its approval of the reference of the grievance to adjudication; and
- (b) its willingness to represent the employee in the adjudication proceedings.

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

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

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

## 17.23 Expedited Adjudication

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

- (a) At the request of either party, a grievance referred to adjudication may be dealt with through expedited adjudication with the consent of both parties.
- (b) When the parties agree that a particular grievance will proceed through expedited adjudication, the Bargaining Agent will submit to the Board a consent form signed by the grievor and/or the Bargaining Agent, and the Employer will submit a consent form duly signed by an authorized representative.
- (c) In the event that the parties arrive at an agreed statement of facts, it will be submitted to the **Board** in advance of the hearing if possible, or to the adjudicator at the hearing.
- (d) Each party shall be entitled to withdraw from participation in the hearing at any time prior to ten (10) working days before the scheduled hearing, upon provision of written notice to the other party and the **Board**.
- (e) No witnesses will testify.

- (f) The adjudicator will be appointed by the mutual consent of the parties, or failing such consent, from amongst its members whom have had at least three (3) years **of** experience as a member of the Board.
- (g) Each expedited adjudication session will take place in Ottawa unless the parties and the **Board** agree otherwise. The cases will be scheduled jointly by the parties and the **Board** and will appear on the **Board** schedule.
- (h) The adjudicator will make an oral determination at the hearing which will be recorded and initialed by the representatives of the parties. This will be confirmed in a written determination to be issued by the adjudicator within five (5) working days of the hearing. The parties may, at the request of the adjudicator, vary the above conditions in a particular case.
- (i) The adjudicator's determination will not constitute a precedent.

## **ARTICLE 18: PREVENTION OF WORKPLACE HARASSMENT AND VIOLENCE**

18.01 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 or **report any occurrences of harassment or violence**, including sexual harassment and abuse of authority (such as retribution for reporting abuses of office or "whistle-blowing"), as defined in the policy. This policy protects the rights of employees to work in an environment free from such harassment as defined under the *Canadian Human Rights Act* and confirms that harassment will not be tolerated in the workplace.

18.02 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 Code, Part II, subsection 122(1)). The Employer's policy on Workplace Harassment and Violence Prevention outlines the process to respond to any related occurrences.

18.03 In accordance with the Employer's **Workplace Harassment and Violence Prevention** policy and guidelines, at the request of a **principle party** or **responding party** to a harassment **principle party** and subject to the requirements of the *Access to Information Act and Privacy Act*, the Employer shall provide the **principle party** and/or **the responding party** with an official copy of the investigation report.

18.04 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 and guidelines, dated **1 January 2021**, as agreed to by **the Union**, do not form part of this Agreement. The Employer confirms its intention to maintain a **Workplace Harassment and Violence Prevention** policy and consult with **the Union** regarding any amendments to the policy. A copy of the revised policy will be provided to PSAC and UNDE.

18.05 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: DISCIPLINE**

### **19.01     General**

**The Employer shall advise the employee that they are entitled to Union representation throughout the process.** The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of the filing or within a reasonable time thereafter.

**19.02**     Disciplinary measures are intended to be corrective rather than punitive in nature. They should serve to:

- (a)     correct an employee's misconduct by deterring similar acts of misconduct in the future; and
- (b)     motivate that employee to observe required standards of conduct. Discipline including discharge shall only be imposed for just cause.

### **19.03     Failing to Report to Work**

An employee who fails to report for duty for four (4) consecutive working days without informing the Employer of the reason for **their** absence will be presumed to have abandoned **their** position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

### **19.04     Discipline, Discharge and Suspension**

All employees subject to discipline, discharge or suspension pending investigation shall be provided with written

notice, which shall state:

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

**19.05** All discipline, discharge or suspensions pending investigation will be subject to formal grievance procedure under this Agreement. A copy of the written notice of discipline, discharge or suspension shall be forwarded to **UNDE** within five (5) days of the action being taken.

**19.06** Discipline and Discharge Application

- (a) Before disciplinary action can be taken against an employee:
  - (i) there must have been an incident or act calling for a reaction,
  - (ii) there must be proof of the employee's involvement in the incident or commission of the act, and
  - (iii) the employee must be aware of the grounds for the laying of a charge taken against **them** and be given an opportunity to present **their** version of the facts (with Union or other representation, if requested).



- (b) A report of alleged misconduct against an employee shall be initiated without unreasonable delay, i.e., normally within three **(3)** working days of the day on which the offence is discovered or, if the employee is absent, within three (3) working days from returning to work.
- (c) Failure to draw unsatisfactory behavior promptly to an employee's attention may be construed as condonation of that behavior and may prejudice any contemplated disciplinary action.
- (d) No less than two **(2)** working days prior to the disciplinary hearing, the employee and **their** representative, if any, shall be given the discipline report outlining the charges and witness statements available against **them**.
- (e) Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after **eighteen (18) months** has elapsed if there was no further disciplinary action recorded during **that period, unless it is a written statement of discipline related to harassment and/or violence. Any such statement shall remain on the file for a period of two (2) years and shall only be removed if there has been no further disciplinary action for a similar misconduct during that period.**

## **ARTICLE 20: PAY**

20.01 Employees are entitled to be paid for services rendered at the hourly rate of pay specified in **Appendix A** for the job

classification of the position to which they are appointed.

20.02

- (a) When an employee is temporarily appointed in writing to act in a higher classification within the Bargaining Unit, **they** shall be placed at the start rate of the pay band of the acting position, provided it results in an increase of at least five percent (5%) of their rate of pay, and if not, then the employee will be placed at the next highest increment in the pay band. The employee shall continue to progress through the new pay band commensurate with the length of time in the acting position. Should the employee become permanent in that position, **they** shall be credited with the time served in that position. The employee's new rate of pay will be at the step in the grid which corresponds to the amount of time served in the acting position, provided that it does not result in a decrease in pay.

[For example: an employee whose substantive position is within pay band three is temporarily appointed for 18 months to a position in pay band five. Shortly after this period, the position is vacated and this employee successfully competes for this position. Upon assuming the indeterminate position, this employee is placed at the 12 month rate within pay band five, and is moved to the 24 month rate six months from the date of **their** indeterminate hire].

- (b) When an employee is appointed in writing by the Employer to temporarily perform the duties of an employee outside the Bargaining Unit for one (1) or more consecutive working days, **they** shall be paid at **their** regular rate of pay plus an additional twenty percent (20%) for that period from the first (1<sup>st</sup>) day.

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

20.04 An employee shall not have their salary reduced because of a change in classification of their position or employment status that is caused other than by the employee.

20.05 When a new job within the Bargaining Unit is created, the Employer will promptly inform and discuss with the Bargaining Agent the wage level to be established for the new job and the job duties involved. After the job has been in effect for a trial period of thirty (30) working days, the wage rate may be brought up again for discussion between the Employer and the Bargaining Agent. If no agreement is reached as a result of such discussion, the rate established will remain in effect until the next negotiations and the negotiated rate will be retroactive to the date the job was established.

20.06 Rates of pay below the Ontario provincial minimum will be adjusted to the Ontario provincial minimum.

20.07 Premium Pay

- (a) Hours worked between 6:00 p.m. and midnight on New Year's Eve Day (31 December) shall be compensated at two times (2 x) the employee's regular hourly rate.
- (b) When an employee is required to work seven (7) consecutive days, **they** shall be paid at a rate of pay of not less than one and one-half times (1½ x) **their** regular rate of pay for the first eight (8) hours of work on the seventh (7<sup>th</sup>) day, and two times (2 x) **their** regular rate of pay for all additional hours worked on

the seventh (7<sup>th</sup>) day.

## **ARTICLE 21: CONSULTATION**

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

21.02 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

21.03 The Employer agrees that the benefits mentioned in Article 21.02 above will not be reduced as a result of the signing of this Agreement.

21.04 In the interest of good labour relations the Employer shall inform the Local **Union** President of the creation of any new Bargaining Unit positions, significant changes to existing job descriptions that require additional employee training or the elimination of existing Bargaining Units positions. The Employer will make every effort to inform the **Local** Union President before any of the above noted changes is actioned.

## **ARTICLE 22: PART-TIME EMPLOYEES**

22.01 Part-time employees shall be entitled to the benefits provided under this Agreement regarding family related leave, paid

holidays, personal leave in the same proportion as their weekly hours of work compare with the normal scheduled weekly hours of work of full-time employees.

**22.02 A part-time employee shall be granted sick leave in accordance with Article 16.03.**

22.03 A part-time employee shall be granted bereavement leave in accordance with Article 16.09.

22.04 A part-time employee shall be granted maternity, parental or adoption leave in accordance with Article 16.04.

22.05 A part-time employee shall be granted compassionate care leave in accordance with Article 16.10.

## **ARTICLE 23: REST PERIODS**

### 23.01

- (a) Each employee shall be granted a rest period of fifteen (15) minutes during each working day of not less than three (3) 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. An employee will not be entitled to more than two (2) rest periods in a seven and one-half (7½) or an eight (8) hour work day as applicable.
- (b) An employee unable to take a rest period as a result of operational requirements shall be compensated in cash at **their** regular rate of pay in addition to the remuneration **they** will receive in accordance with **sub-Article 23.01(a)**.

## **ARTICLE 24: BULLETIN BOARDS**

24.01 The Employer agrees to provide bulletin boards for the use of the Bargaining Agent to post notices of interest to its members.

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

## **ARTICLE 25: REST ROOMS**

25.01 The Employer agrees to provide adequate rest rooms to employees. Employees shall cooperate with the Employer in keeping the rest rooms in a clean and sanitary condition.

## **ARTICLE 26: STATEMENT OF DUTIES AND INFORMATION**

### **26.01 Statement of Duties**

Upon written request, an employee shall be provided in writing with a complete and current statement of the duties and responsibilities of his position including the position's classification level and rating.

In the event that a substantive change to a job description occurs there shall be consultation as per Article 21.04 with the Union regarding the changes. In such a case the Employer agrees to provide the relevant training should it be necessary.

### **26.02 Information to Bargaining Agent**

The Employer agrees to supply the Bargaining Agent each quarter with the name and classification of each new

employee.

## 26.03 Information for Employees

- (a) The Employer and the Union agree that they will make their best efforts to ensure the newly negotiated Collective Agreement between the above-mentioned parties will be printed and distributed within thirty (30) working days of the ratification date. These terms are conditional upon both parties proofing and concurring with the content of the aforementioned tentative agreement.
- (b) It is agreed and understood that the Employer and the Union will share equally in the cost of printing. The publication of this Agreement will be done by the Union.
- (c) The Employer agrees to distribute to each employee and all new employees a copy of the Collective Agreement within one (1) month after receipt from the printer.
- (d) On commencing employment, new employees shall be provided by the Employer with a copy of the existing Collective Agreement and the Employer's **Workplace Harassment and Violence Prevention** Policy which is in accordance with the *Canadian Human Rights Act*; and

## **ARTICLE 27: UNIFORMS**

### 27.01 General

CANEX has a dress code which indicates, amongst other

things, the employees must wear dress pants that are dark coloured (for example black, dark grey, dark brown, dark blue), conservative, that fit in such a way as not to interfere with work activities and that the waist is adjusted in a way that does not reveal the back or the abdomen). Dark coloured Capri style pants are permitted except within areas where this would pose a health and safety concern, such as the receiving department. It is prohibited to wear shorts, denim pants or sweat pants. Skirts and dresses must be no shorter than two inches (2") or five centimeters (5 cm) above the knee. Accordingly, employees may select the pants that they wear, so long as they comply with the requirements of the **Employer's** policy.

**27.02** Uniforms, which the Employer requires, shall be furnished to the employee without charge. Employees required to wear a uniform will be issued two (2) uniforms.

**27.03** Where the Employer requires an employee to wear a uniform and that uniform is required to be dry-cleaned, the Employer will pay the cost of the dry cleaning.

**27.04** If an employee's uniform is damaged or ripped while at work and the employee was not negligent, the Employer agrees to replace the uniform at no charge to the employee. It is understood that uniforms shall not be worn other than for work.

## **ARTICLE 28: FOOTWEAR**

**28.01** An annual allowance of one hundred and **seventy-five** dollars (\$**175.00**) shall be provided to those employees who are required to wear safety footwear as determined by the NPF **Local** Health and Safety Committee. This allowance shall be paid no more frequently than once a year on presentation of a sales receipt.

In the case where an employee has not used **their**



annual allowance of one hundred and **seventy-five** dollars (\$175.00) from the previous year, the amount can be carried over to the following year to a maximum of three hundred dollars (300.00\$).

## **28.02     Winter Clothing Allowance**

**The following employees who are required to work outdoors between 1 December and 31 March in any given year shall be provided a winter jacket once every two (2) years:**

- (a) Sports Store Technicians and supervisors; and**
- (b) CANEX maintenance and warehouse employees.**

## **ARTICLE 29: LABOUR-MANAGEMENT RELATIONS COMMITTEE**

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

29.02     A Labour Management Relations Committee shall be appointed consisting of equal representation from the Bargaining Unit and equal representation from management representatives. A Bargaining Unit employee and a management representative shall be designated as co-chairperson for each meeting. The Committee will determine the terms of reference.

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

29.04     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.

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

29.06 The parties shall endeavour to meet quarterly during the year but this proviso shall not prevent the parties from convening a meeting to address an emergency situation should the need arise.

**29.07 Agenda items must be provided at least two (2) weeks in advance of a set meeting. In the event no agenda items are provided, the set meeting will be cancelled or postponed.**

### **ARTICLE 30: SHORTAGES**

30.01 Employees assigned responsibility for, and who have sole control of Non Public Fund property, stock or cash will be required to reimburse the Employer for any shortages that occurred during the period that the employee had the responsibility and control.

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

30.03 Employees who have been assigned responsibility and control of Non Public Fund property, stock or cash shall not avoid their obligation to reimburse the Employer for shortages solely

because they permitted some other person access to the Non Public Fund property, stock or cash; and

- (a) the Employer reserves the right to implement disciplinary action, including suspension or discharge, in circumstances where a particular employee has consistently demonstrated an inability to safeguard the Employer's interests and assets. Any disciplinary action will be subject to the normal grievances and adjudication procedures; and,
- (b) a grievance arising out of the reimbursement of cash shortages pursuant to Articles 30.01, 30.02 or 30.03 above may be referred to adjudication if needed. The Bargaining Agent and the Employer agree not to object to an adjudicator dealing with the merits of the case on grounds of an alleged lack of jurisdiction. For further clarity it is understood that for Bargaining Unit employees, Article 30 supersedes the NPF policy on shortages.

30.04 It is the responsibility of the Employer to provide secure facilities for the storage of cash and stock.

### **ARTICLE 31: SEVERANCE PAY**

31.01 Full-time and part-time employees whose employment is terminated by the Employer for administrative reasons beyond the control of the employee, are entitled to severance pay and notice or pay in lieu of notice. Factors considered beyond employee's control are:

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

- (d) permanent closing of a base.

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

**31.02** Continuous service means the duration of uninterrupted employment **with the Employer** within the Bargaining Unit.

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

**31.04** Notice or salary entitlement in lieu of notice:

- (a) Probationary employment 2 weeks
- (b) Full-time or part-time employee 1 month

**31.05**

- (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 an allowance 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.
- (c) 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 or an employee who is in receipt of long term disability (LTD) benefits, who has been approved for further LTD benefits and who terminates **their** employment solely because of medical incapacity. In the latter case, the employee will be required to provide medical documentation, to the satisfaction of the Employer, confirming that the employee ought to terminate **their** employment for medical incapacity.

- (d) In the case of death, the allowance shall be payable to the employee's estate.

## **ARTICLE 32: RECORD OF EMPLOYMENT**

32.01 The Employer acknowledges its obligations to prepare and distribute a Record of Employment on a form prescribed by Employment and Social Development Canada upon the termination of employment, in accordance with provisions of the *Employment Insurance Act* and regulations, as amended.

## **ARTICLE 33: COMMON LAW SPOUSE RELATIONSHIPS**

33.01 A common law spouse relationship exists when for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be their spouse and continues to live with that person as if that person **is** their spouse.

## **ARTICLE 34: GENERAL**

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

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

34.03 The Collective Agreement will be made available electronically.

### **ARTICLE 35: DURATION OF AGREEMENT**

35.01 Term of this Collective Agreement shall expire the 30<sup>th</sup> day of April, 2022.

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

### **ARTICLE 36: TECHNOLOGICAL CHANGE**

#### **36.01 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.

#### **36.02 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.**

### **36.03     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.**

Signed at this 12 day of October, 2021.

**For the Employer**



Sean N. Cantelon  
Commodore RCN  
Staff of the Non-Public Funds,  
CAF



Amy Lecompte  
Senior Labour Relations Officer  
Chief Negotiator

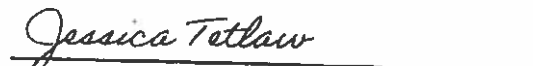
**For the Union**



Tamara Lindsay  
Member of the Negotiating  
Committee



Chris Beimers  
Member of the Negotiating  
Committee



Jessica Tetlaw  
Member of the Negotiating  
Committee



Craig Reynolds  
Regional Executive Vice-  
President, Ontario





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Brenda Shillington, PSAC  
Negotiator

## APPENDIX A

### PAY GRIDS

<b>1-May-18</b>	<b>START</b>	<b>12 MOS</b>	<b>24 MOS</b>	<b>36 MOS</b>	<b>48 MOS</b>
1	\$14.42	\$14.54	\$14.67	\$14.79	\$14.91
2	\$14.55	\$14.69	\$14.82	\$14.96	\$15.09
3	\$14.70	\$14.84	\$14.99	\$15.13	\$15.27
4	\$14.85	\$15.01	\$15.16	\$15.32	\$15.71
5	\$15.02	\$15.66	\$17.09	\$18.59	\$19.15
6	\$17.05	\$18.29	\$19.60	\$21.52	\$22.18
7	\$18.74	\$19.81	\$21.40	\$23.48	\$24.18
8	\$21.92	\$22.67	\$23.47	\$25.87	\$26.65

<b>1-May-19</b>	<b>START</b>	<b>12 MOS</b>	<b>24 MOS</b>	<b>36 MOS</b>	<b>48 MOS</b>
1	\$14.71	\$14.83	\$14.96	\$15.09	\$15.21
2	\$14.84	\$14.98	\$15.12	\$15.25	\$15.39
3	\$14.99	\$15.14	\$15.29	\$15.43	\$15.58
4	\$15.15	\$15.31	\$15.46	\$15.62	\$16.02
5	\$15.32	\$15.97	\$17.43	\$18.96	\$19.53
6	\$17.39	\$18.66	\$19.99	\$21.95	\$22.62
7	\$19.11	\$20.20	\$21.83	\$23.95	\$24.67
8	\$22.36	\$23.12	\$23.94	\$26.39	\$27.18

<b>1-May-20</b>	<b>START</b>	<b>12 MOS</b>	<b>24 MOS</b>	<b>36 MOS</b>	<b>48 MOS</b>
1	\$14.86	\$14.98	\$15.11	\$15.24	\$15.36
2	\$14.99	\$15.13	\$15.27	\$15.41	\$15.55
3	\$15.14	\$15.29	\$15.44	\$15.59	\$15.74
4	\$15.30	\$15.46	\$15.62	\$15.78	\$16.18
5	\$15.47	\$16.13	\$17.60	\$19.15	\$19.73
6	\$17.56	\$18.85	\$20.19	\$22.17	\$22.85
7	\$19.30	\$20.41	\$22.05	\$24.19	\$24.91

8	\$22.58	\$23.35	\$24.18	\$26.65	\$27.45
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1-May-21	START	12 MOS	24 MOS	36 MOS	48 MOS
1	\$15.00	\$15.13	\$15.26	\$15.39	\$15.52
2	\$15.14	\$15.28	\$15.42	\$15.56	\$15.70
3	\$15.29	\$15.44	\$15.59	\$15.74	\$15.89
4	\$15.45	\$15.61	\$15.78	\$15.94	\$16.34
5	\$15.63	\$16.29	\$17.78	\$19.34	\$19.92
6	\$17.74	\$19.03	\$20.39	\$22.39	\$23.07
7	\$19.49	\$20.61	\$22.27	\$24.44	\$25.16
8	\$22.81	\$23.59	\$24.42	\$26.92	\$27.73

Exp: 30-Apr-22

### PAY NOTES

Subject to ratification by the Union and the Employer, effective 1 May 2018 the above pay grid will be put into effect. Employees will be placed on the new pay grid in the following manner:

- A. The anniversary date of hire for the purposes of applying pay increments will remain unchanged.
- B. Effective 1 May 2019 and subject to the above ratification, the attached pay grid shall be put into effect.
- C. Effective 1 **May 2020** and subject to ratification, the attached pay grid will be put into effect.
- D. **Effective 1 May 2021 and subject to ratification, the attached pay grid will be put into effect.**
- E. 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.

- F. **In the event that the provincial minimum wage increases during this period by a monetary amount that is greater than the monetary increases applied to each of the hourly rates of pay during this period, those rates will be increased by the difference, in cents, between the increases applied during this period 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. For example, if the start rate of the pay band 1 gets \$0.10/hour increase on 1 May 2021, and the provincial minimum wage increases by \$0.20/hour in 1 October 2021, the start rate of pay band 1 will be increased by \$0.10/hour on October 2021.**

**However, the differential increase as described above is subject to a maximum of 30 cents.**

**This adjustment will not be made retroactively.**

- G. Unless otherwise expressly stipulated, the provisions of this Collective Agreement shall become effective on the date it is ratified by the Union and the Employer.
- H. The Agreement will expire on 30 April 2022.

## **LETTER OF UNDERSTANDING #1**

### **REORGANIZATION**

If, during the term of this Agreement, the Employer determines that any reorganization resulting in a reduction of the workforce is necessary, and it results in the elimination of positions held by employees within the Bargaining Unit, the Employer shall meet with the Bargaining Agent in order to discuss options for the affected employees. The meeting shall take place as soon as possible prior to the positions being eliminated, and, to the extent possible, and subject to operational constraints at least sixty (60) days prior to such elimination. This agreement does not cancel any provision of Article 5 of the Collective Agreement.

## **LETTER OF UNDERSTANDING #2**

### **POTENTIAL OUTLET CLOSURES**

This letter will confirm the intent reached during negotiations between the Employer, **Garrison** Petawawa, and the Public Service Alliance Canada with respect to potential outlet closures:

In the event of the closing of an outlet the Employer will appoint upon official and final decision a Designated Individual (DI) within the **Employer's** chain of supervision to ensure effective, timely and accurate communications with any affected employees.

## **LETTER OF UNDERSTANDING #3**

### **POSITION ELIMINATION & OUTLET CLOSURES**

As a result of Collective Agreement negotiations the parties hereby agree to enter into a letter of understanding with the following language:

This letter will confirm the understanding reached during negotiations between the Employer, **Garrison** Petawawa and the Public Service Alliance of Canada, Local 680 with respect to any potential position eliminations or closure of outlets during the life of the current Collective Agreement. The understanding is:

Should any of the outlets listed in **sub-Article 13.01(e)** cease operations (close), or should the Employer undertake a re-organization of operations which result in a reduction or elimination of positions, during the term of the current Collective Agreement which shall expire on April 30, **2022**, Article 13.03 of the Collective Agreement shall apply, however the outlet list below shall be utilized in the application of this Article. This outlet list will apply for layoff and recall from layoff only.

The underlying purpose of this revised outlet list is to protect the more senior employees in terms of layoff and recall from layoff, however the employees must possess the necessary qualifications, experience, skill and ability to be selected for a position.

- 1) Messes (JRs', WOs' & Sgts', Officers' Messes)
- 2) Jubilee Lodge Marina & Black Bear Campground
- 3) SISIP Financial Service
- 4) CANEX ExpressMart/CANEX SuperMart/Maintenance

- 5) Dundonald Hall (Fitness & Sports)/Silver Dart  
Arena/Community Rec
- 6) Petawawa Post/Garrison PSP HQ/Health Promotion
- 7) NPF Accounts

## **LETTER OF UNDERSTANDING #4**

### **NORMAL HOURS OF WORK**

As a result of Collective Agreement negotiations the parties hereby agree to enter into a letter of understanding with the following language:

For any employee occupying a FT position within a CANEX operation that was hired prior to 1 May 1990, the Employer agrees to, during the term of this Agreement, make every reasonable effort to maintain a work schedule for such employees as per past practice, and up to a maximum of forty (40) hours per week. Such work schedules shall be in accordance with: the availability of hours within the outlet/operation; the Employer's operational requirements; and the availability of the employees.

Notwithstanding this Letter of Intent, the parties agree that the language of Article 11.09 shall be the determining factor in regards to hours of work, and that this Letter shall not be construed as guaranteeing an employee minimum or maximum hours of work.

The parties agree that this Letter of Intent arises from the unique situation at **Garrison** Petawawa, and shall be on a without prejudice or precedent basis to any action or position either party may take in future negotiations at **Garrison** Petawawa or in any other Collective Agreement negotiations between **the Employer** and PSAC/UNDE.

## **LETTER OF UNDERSTANDING #5**

### **SEASONAL EMPLOYEES**

As a result of Collective Agreement negotiations the parties hereby agree to enter into a letter of understanding with the following language:

A “Seasonal Employee” is an employee appointed to a position, which is not continuous throughout the year but recurs in successive years.

Unless otherwise provided for in this Agreement, Seasonal employees shall be entitled to all the provisions provided under this Agreement.

Seasonal full-time Employees will be eligible to participate in the benefits plans during the time they are employed by **the Employer** in accordance with the terms of the Collective Agreement and the applicable benefits plans. During the period of time, which they are not actively in the employ of **the Employer**, seasonal employees will be able to participate in all benefits plans with the exception of Long Term Disability providing they pay the cost of all the premiums.

\*Providing there are staffing requirements, seasonal employees will be recalled by the Employer in order of seniority.

\*If a seasonal employee is not recalled because of a change in staffing requirements, **they** shall be entitled to severance payments as per Article 32 of the Collective Agreement.

Length of service and seniority of seasonal employees will be based on the actual time worked.



Vacation entitlement will be based on length of service.

## **LETTER OF UNDERSTANDING #6**

### **PERTAINING TO DOMESTIC VIOLENCE**

As per its obligations under the *Canada Labour Code* Part II, section XX, and Article 18 of the Agreement, the Employer recognizes that workplace violence can stem from incidents of domestic violence.

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

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

The Employer may grant the employee access to their leave provisions in situations of Domestic Violence, in addition, employees are encouraged to seek a leave of absence without pay as needed to deal with matters related to domestic violence, and

subject to operational requirements, such requests will not be unreasonably withheld.

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

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