

AGREEMENT

BETWEEN

HIS MAJESTY IN RIGHT OF CANADA

AS

REPRESENTED BY

**THE STAFF OF THE NON PUBLIC FUNDS
CANADIAN FORCES**

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

GROUP: OPERATIONAL CATEGORY (ALL EMPLOYEES)

CANADIAN FORCES BASE KINGSTON

EXPIRY DATE: 30 JUNE 2025

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ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to establish and maintain harmonious relationships between His Majesty in right of Canada as represented by the Staff of the Non-Public Funds, Canadian Forces, hereinafter referred to as the Employer, the Union and the Employees and to set forth herein the terms and conditions of employment upon which agreement has been reached through collective bargaining.

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

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Public Service Alliance of Canada, certified by the Public Service Staff Relations Board on 10 June 1982, as exclusive Bargaining Agent for all Employees of the Employer in the Operational Category employed at Canadian Forces Base Kingston, Ontario save and except managers.

ARTICLE 3 – INTERPRETATION AND DEFINITIONS

3.01 Definitions

- (a) “Alliance” means the Public Service Alliance of Canada **(PSAC)**
- (b) “**Bargaining Agent**” means the **Public Service Alliance of Canada (PSAC)**
- (c) “Component” means Union of National Defence Employees or UNDE
- (d) “**Continuous service**” means the duration of **uninterrupted employment with the Employer**

- (e) **“Employee” means anyone who is a member of the Bargaining Unit**
- (f) **“Employer” means the Staff of Non-Public Funds, Canadian Forces operating as the Canadian Forces Morale and Welfare Services**
- (g) **“Local” means Union Local 00681**
- (h) **“Qualifications” are the job requirements in terms of training, education, experience or equivalency, as expressed in the job description**
- (i) **“Seasonal Employee” is defined as an Employee who is appointed to a position, which is not continuous throughout the year but recurs in successive years. Seasonal Employees shall be entitled to all applicable provisions of the Collective Agreement in accordance with their status.**
- (j) **“Union” means the Public Service Alliance of Canada (PSAC)**

3.02 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. Continuing basis is defined as thirteen (13) consecutive weeks.
- (b) Part time Employee means an Employee who may be employed on a continuing basis but works less than thirty two (32) hours per week and more than thirteen and one-third ($13\frac{1}{3}$) hours per week. Continuing basis is defined as thirteen (13) consecutive weeks.
- (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 exceed:

- (1) Supervisory four (4) months
- (2) Non Supervisory three (3) months
- (d) Notwithstanding the above, the probationary period may be extended under exceptional circumstances with the consent of the Employer and the Union.
- (e) Term Employee means an **E**mployee who is carrying out the tasks of a full-time or part-time **E**mployee but who is hired on a temporary basis for a term of at least three (3) months or more for the purpose of:
 - (i) replacement of permanent **E**mployees who are on leave with or without pay, or,
 - (ii) short-term assignments, or,
 - (iii) non-recurring work.
 - (iv) Term **E**mployees are to be hired in accordance with the provisions of Article 13.05 of the present Agreement.

ARTICLE 4 – STATE SECURITY

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

ARTICLE 5 – MANAGERIAL RIGHTS

5.01 The Union recognizes and acknowledges that the Employer has and shall retain the exclusive right and responsibility to manage its operation in all respects including, but not limited to, the following:

- (a) to plan, direct and control operations; to determine methods, processes, equipment and other operating matters; to determine the location of facilities and the extent to which these facilities or parts thereof shall operate; and
- (b) to direct the working forces including the right to decide on the number of **E**mployees, to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline **E**mployees 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 **E**mployees may be released during the probationary period for just cause. The **E**mployee will have access to the grievance procedure but may not refer a grievance to adjudication.

5.03 Such rights will not be exercised in a manner inconsistent with the express provisions of this Agreement and shall be exercised in a reasonable manner.

ARTICLE 6 – FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

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

ARTICLE 7 – CHECK- OFF

7.01 Subject to the provisions of this Article, the Employer will deduct, as a condition of employment, an amount equal to the monthly membership dues established by the Union from the pay of all Employees in the Bargaining Unit. Where an Employee does not have sufficient earnings in respect of any pay period to permit deductions, the Employer shall not be obligated to make such deductions from subsequent pay.

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

7.03 The Union will inform the Employer in writing of the authorized monthly deductions to be checked off for each Employee, including the methodology/formula used to calculate this amount.

7.04

- (a) The Employer agrees to remit dues together with a list of Employees from whom deductions have been made to the Union at dues-cotisations@psac-afpc.com by the fifteenth (15th) day following the end of each calendar month except for circumstances beyond the Employer's control.
- (b) **The Employer shall provide the Local, quarterly, with the name, address, phone number, classification, pay band, Division, employment status, and employment date of every Employee in the Bargaining Unit.**
- (c) **The Employer shall also provide the Local, within five (5) working days following the close of the pay period, the name, address, and phone number of each new Employee hired into a Bargaining Unit position, or that is terminated.**
- (d) **Further, the Employer agrees to submit to the Local, monthly, the list of Employees whose names are on the layoff list.**

- (e) **The Employer agrees that the Local is copied on and is a signatory to acting letters.**

7.05 The total Union dues deducted will appear on T4 forms.

7.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of Article 7 except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 8 – APPOINTMENT OF REPRESENTATIVES

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

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

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

ARTICLE 9 – UNION LEAVE AND ACCESS TO PREMISES

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

9.02 The Employer agrees that officials of the Union may be granted access to the Employer's premises upon request and following the

consent of the Employer or its delegate. Such approval shall not be unreasonably withheld.

9.03 The Union's meetings shall be held outside the hours of work of the **Employees** and outside the premises of the Employer. However, the Employer may permit the Union to use the Employer's premises outside the hours of work of the **Employees** for conducting its meeting, where refusal to grant permission would make it difficult for the Union to convene a meeting. The Union shall ensure the orderly and proper conduct of its members who attend such meetings on the Employer's premises and agrees to be responsible for leaving facilities in good order after use.

9.04 The **Local** shall notify the Employer promptly, **within ten (10) working days** and in writing of the names and positions of its officials, **when the Local becomes aware.**

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

9.06 When operational requirements permit, the Employer will grant leave without pay to a maximum of four (4) **Employees** for the purpose of attending negotiation meetings and preparatory negotiation meetings, conciliation board or arbitration tribunal meetings concerning **the Local.**

9.07 Subject to operational requirements the Employer will grant leave without pay to **Employees** to attend Union related conferences and conventions or for other purposes related to Union duties. The Employer shall act in a reasonable manner in the application of this Article. The amount of leave without pay shall be taken in accordance with Article 16.10.

9.08 When an **Employee** is on approved leave without pay for Union business, their pay shall continue as normal and any time spent on Union leave without pay, where authorized by the Union shall be billed to the approving body, either Component, Local or the Alliance.

9.09 Union Representative Leave Bank

Each Local representative shall be entitled to up to twenty-five (25) hours of paid Union leave per fiscal year for the purpose of

performing Union activities other than those described in this Article above. Local representatives will be required to record the number of hours used on their schedule and keep an up-to-date record of the hours used.

9.10 The Employer shall allow a period of thirty (30) paid minutes within the first thirty (30) days of hire for new Employees and the Local President or their designate, to meet and provide a brief orientation to the Union. It will be expected that all efforts will be made to hold these orientation sessions in groups in order to minimize the impact on operations.

ARTICLE 10 – HEALTH AND SAFETY

10.01 The Employer will continue to make reasonable provisions for the occupational safety and health of Employees.

10.02 The Employer and the Union agree that the provisions on Part II of the *Canada Labour Code*, as may be amended from time to time, apply for the purposes of occupational safety and health.

10.03 Subject to operational requirements, the Employer agrees to accommodate a pregnant Employee who obtains a medical certificate stating that their workplace contains some risks for their health or the health of the fetus or the health of their breast-feeding child. The Employee, whether or not they have been assigned to another job, is deemed to continue to hold the job that they held at the time they ceased to perform their job functions and shall continue to receive the wages and benefits that are attached to that job for the period during which they do not perform the job. If accommodation is not possible, the Employer grants the pregnant Employee a leave without pay for the period specified on the medical certificate.

10.04

- (a)** An annual allowance of **two hundred** dollars (\$**200**) shall be provided to those Employees who are required to wear safety footwear under the provisions of Part II of the *Canada Labour Code*, as may be amended from time to time. This allowance shall be payable once per year upon presentation of proof of purchase.

- (b) In the case where the **Employee** has not used their annual allowance of **two hundred (\$200)** the allowance can only be carried over to the following year to a maximum of **four hundred and dollars (\$400)**.

10.05 Winter Clothing Provisions

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

- (a) CANEX warehouse **Employees**
- (b) PSP Arena operators/facility maintainers
- (c) PSP Curling Club ice maintenance staff
- (d) **Fitness Instructors**

10.06 An Employee who is unable to complete their regular workday as a result of a work-related accident reported to their supervisor shall not lose regular pay for the day of the accident. When required by provincial Workers Compensation legislation, the Employer will continue the Employee's salary for their regular workdays on subsequent days of incapacity during the waiting period.

Prevention of Harassment, Discrimination and Violence

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

10.08 The *Canada Labour Code*, Part II, establishes the process for the Employer to prevent workplace harassment and violence from happening, responding to situations in which harassment or violence have occurred and importantly, supporting victims of harassment and violence.

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

10.10 The Employer will keep the appropriate Union representatives informed of ongoing developments for each situation under the resolution process. All incidents shall be reported at joint Occupational Health and Safety Committee meetings.

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

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

10.13 The Employer and the Union agree that this Article does not create any substantive rights outside of those created in the Employer's policy and that the terms of the Employer's Workplace Harassment and

Violence Prevention Policy, dated 01 January 2021, as agreed to by UNDE, do not form part of this Agreement. The Employer confirms its intention to maintain a harassment and violence policy and consult with UNDE regarding any amendments to the policy. A copy of the revised policy will be provided to PSAC and UNDE.

ARTICLE 11 – HOURS OF WORK

11.01 The normal hours of work for **Employees** 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.

11.02 Where scheduled hours are to be changed so that they are different from those presently in existence, the Employer, except in cases of emergency, shall consult in advance with the Union on such proposed hours of work. The Employer will accommodate, where practicable, such **Employee** representations that may be conveyed by these representatives.

11.03 A work schedule shall be posted on the appropriate bulletin board **or mutually agreed to designated physical space** showing the scheduled working hours for each **Employee** covered by this Agreement for the following two (2) week period. The schedule shall be posted by Wednesday at 4 pm. If a schedule is not posted by 4 pm Wednesday, the schedule for the previous two (2) weeks shall apply, however the rescheduling shall not adversely affect an **Employee's** entitlement under Article 11.06. Once a schedule is posted, no changes shall be made, except where changes are necessary due to circumstances beyond the control of the Employer. Where such changes are necessary, the **Employee** shall be given notice as far in advance as possible.

11.04

- (a) **Employees** working **five (5)** consecutive hours are entitled to an unpaid meal period of not less than thirty (30) minutes, and no more than sixty (60) minutes. The meal period shall be scheduled as close to the mid-point of the work period as possible. Except in those operations, which normally

employ only one person, the meal periods shall be uninterrupted.

- (b) The meal period in operations that employ only one (1) person shall remain as per past practice unless changes are mutually agreed upon.
- (c) Upon written request of an **Employee** where the **Employee** has obtained the Bargaining Agent's concurrence, and with the approval of the Employer, this provision may be rendered void for a specific period of time.
- (d) Each **Employee** shall be granted a rest period of fifteen (15) minutes during each one-half ($\frac{1}{2}$) working day of not less than four (4) hours. Wherever possible 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 an eight (8) hour working day.
- (e) If as a result of operational requirements, the Employer advises an **Employee** that they are unable to take a meal or rest period, then they shall be compensated in cash at their rate of pay for that day.
- (f) If as a result of operational requirements, the Employer advises an **Employee** working on a designated holiday or in an overtime situation, that they are unable to take a meal or rest period then they shall be compensated at the premium rate of pay.

11.05 Provided sufficient advance notice is given in writing and with the approval of the supervisor, **Employees** may exchange shifts if there is no increase in cost to the Employer.

11.06 Once in every two (2) week period, **Employees** shall be scheduled two (2) consecutive days off, which shall be either a Friday-Saturday, Saturday-Sunday or Sunday-Monday combination at the discretion of the Employer. Upon written request of an **Employee** and with

the approval of the Employer and consultation with the Local, this provision may be rendered void for a specific period of time.

11.07 If an **Employee** is scheduled to work in accordance with Article 11.03 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.

11.08 Where the Employer determines there is a clear-cut need, wash-up time, up 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 Attendance during Storms or Hazardous Conditions

(a) Definitions

- (i) *Hazardous conditions:* Conditions, often resulting from a storm that may include poor road conditions, poor visibility, power outages, flooding and often result in advisories from traffic authorities or law enforcement on the use of public highways, and/or advisories from police, Emergency Management Office or other agencies.**
 - (ii) *Storms:* Adverse weather conditions such as heavy snowfall, freezing rain, ice, tropical storm, hurricane, or blizzard conditions.**
- (b) The manager of the affected outlet will endeavor to advise Employees as soon as possible prior to the commencement of their shift not to report to work.**
- (c) In the event an outlet is closed due to a storm or hazardous conditions, previously scheduled Employees will be granted leave with pay for the regularly scheduled work hours for that shift, unless alternate working arrangements have been made with their manager.**

Employees on preapproved time off prior to the closure day will not be entitled to compensation.

- (d) Employees who are at work and are sent home by their manager will be paid for the balance of their scheduled workday at their regular rate of pay. In the case of a late arrival authorized by the Employer, an Employee who reports to work at the rescheduled start time shall be paid their regular rate of pay for the period of the full scheduled shift. In the event the Employee does not report to work at the rescheduled start time, they will only be paid for the actual time worked at their regular rate of pay.**
- (e) The decision to close an outlet is the responsibility of the Senior Manager of each outlet.**

11.11 Additional hours, which become available will be offered first to Bargaining Unit Employees in their job title in their outlet, based on seniority, provided the additional hours do not result in overtime, do not conflict with existing schedules and do not change the 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.

11.12 Provided they are available 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 All work schedules shall be written in ink.

11.14 No Employee shall be required to work a new shift unless a minimum of ten (10) hours has passed since the previous day's work period ended unless otherwise mutually agreed.

11.15 In the event of a legal strike by another bargaining unit, the Employer shall not require any Employee to cross a picket line to perform duties ordinarily carried out by the picketers. When entry to the workplace is blocked to the point of creating a danger for the Employee (as defined

in section 122(1) of the *Canada Labour Code*), then the **Employee** shall notify their manager. Once reported, if the Employer is unable to assist the **Employee** with reporting to work or if no alternative work arrangements are available, then the worker shall receive their normal pay for the day.

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

ARTICLE 12 – OVERTIME

12.01

- (a) When an **Employee** is required to work in excess of the normal hours of work stipulated in Article 11.01 and, in the case of a full-time **Employee** also Article 11.03, 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 (i), (ii) and (iii) **below**.
 - (i) Double time for all overtime worked in excess of eight (8) overtime hours on the normal working day;
 - (ii) Double time for all overtime worked in excess of eight (8) consecutive overtime hours on a day of rest; and
 - (iii) 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.
- (b) For the purpose of overtime when an **Employee** is compensated for a designated holiday, this shall be considered as time worked.
- (c) Employees placed in acting positions in accordance with sub-Articles 18.02(a) and 18.02(b) of this Agreement shall be compensated for overtime as per Article 12. Overtime must be approved in advance.

12.02

- (a) Overtime **will** be compensated in money except where, on request of an **Employee**, overtime may be compensated in equivalent leave with pay. The Employer shall grant compensatory leave at times convenient to both the **Employee** and the Employer.
- (b) **An Employee may accumulate compensatory leave as outlined above up to a maximum of eighty (80) hours. All hours beyond this maximum will be automatically paid in the affected pay period.**

12.03 Overtime shall be offered first, to the **Employee** with the most seniority on the shift in the outlet, which requires the work, provided the **Employee** is capable of performing the work. If no **Employee** wishes to work the overtime, the Employer shall assign the work to a junior **Employee** provided they are capable of performing the work.

12.04 Meal Allowance

- (a) An **Employee** who works three (3) or more hours of overtime;
 - (i) immediately before the **Employee's** scheduled hours of work; or
 - (ii) immediately following the **Employee's** scheduled hours of work;
- (b) and who has not been notified of this requirement prior to the completion of their previous shift shall be reimbursed for one (1) meal in the amount of **twenty** dollars (\$20.00) except where meals are provided by the Employer.
- (c) Reasonable time, to be determined by the Employer shall be allowed the **Employee** in order that the **Employee** may take an unpaid meal break either at or adjacent to the **Employee's** place of work.

ARTICLE 13 – SENIORITY

13.01 Definitions

- (a) Seniority for full-time **Employees** shall be defined as total length of continuous full-time employment in the Bargaining Unit;
- (b) Seniority for part-time **Employees** shall be defined as total length of continuous part-time employment in the Bargaining Unit;
- (c) Probationary **Employees** shall have no right under (a) and (b) above under the seniority provisions of this Agreement until the conclusion of the probationary period as specified in sub-Article 3.02(c), at which time an **Employee's** seniority shall date back to their first day of continuous employment;
- (d) Outlets: the seniority of an **Employee** with regards to layoff, recall from layoff or any other provision set out in this Article shall be by outlet. The Operational Category Bargaining Unit shall be divided into the following operations called outlets:

CANEX Retail
RMC CANEX Expressmart
Fort Frontenac Officers' Mess
RMC Senior Staff Mess
Garrison Golf and Curling Club
RMC CMRC (Cadet Mess Recreation Centre)
Garrison Lanes
Fitness and Sports
Community Recreation
C & E Museum
CFB Kingston Messes
RMC Athletics
RMC Museum

- (e) **Notwithstanding sub-Articles 13.01(a) and (b), if an Employee transfers from an NPF position to another Base/Wing to a position within the Bargaining Unit, the**

Employee shall retain their continuous service with the Employer and shall be placed at the closest lock-step increment equal or higher than the former hourly rate without exceeding the lock-step increment maximum of the new position within the Category I local pay grid, whichever is higher, and retain their vacation entitlements.

13.02 Where two (2) or more Employees on a seniority list have the same first day of paid employment, the seniority ranking for those Employees will be determined by the time the Employee was contacted for the position. For clarity, the Employee who was contacted first shall be deemed to be the senior Employee. The Employer will list the time of contact described above in the seniority list provided to the Local for all Employees hired after the date of ratification.

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

- (a) voluntarily leaves their employment with the Employer;
- (b) is discharged for just cause;
- (c) has been laid-off for a continuous period of twelve (12) months;
- (d) has been laid-off and is recalled to work and fails to return to work or to give in writing valid reasons for their inability to do so within five (5) working days of the date they had been requested by the Employer, in writing by registered mail, to return to work. In order to be eligible for recall from lay-off the Employee must provide the Employer with their current mailing address and telephone number;
- (e) overstay a period of leave granted by the Employer in accordance with Article 15 and/or Article 16 without securing an extension of such leave; or

- (f) is absent from work for more than **five (5)** working days without securing leave in accordance with Article 15 and/or Article 16 or without producing evidence of a valid reason satisfactory to the Employer. **The Employer shall not unreasonably reject a valid reason for being absent from work.** It is understood and agreed that this Article does not permit or sanction any absences without reasons satisfactory to the Employer.
- (g) in the case of a Term **Employee**, at the expiry of their employment term or at such other date as permitted by their letter of offer;

13.04 In matters of lay-off, recall after lay-off, and reduction of full-time employee to a part-time **Employee**, the principle of seniority in the outlet shall be recognized by the Employer, provided the senior **Employee** has the qualifications, experience, ability and skills to do the job required.

13.05

- (a) Vacancies created by the departure of an **Employee**, reclassification of a position or the creation of a new position will be filled accordingly:
 - (i) The vacancy shall be offered first, on the basis of seniority to any **Employee** on the layoff list of the outlet concerned provided they are of the same classification of the vacant position or higher and provided they have the necessary qualifications, experience, ability, and skills to do the job required.
 - (ii) If the vacancy cannot be filled in accordance with sub-Article 13.05(a)(i) above a notice of competition shall be posted for five (5) working days on notice boards **or mutually agreed designated physical space** and interested **Employees** shall apply in writing to the responsible officer named in the poster. An **Employee** in the outlet where the vacancy occurs shall be given first opportunity to fill the position provided they have the qualifications, experience, ability and skills to do the job required. Where the

Employer determines that there is more than one (1) **Employee** in the outlet concerned with equal qualifications to fill the vacancy, the more senior **Employee** will be given preference.

- (iii) If the vacancy cannot be filled in accordance with sub-Article 13.05(a)(ii) above then an **Employee** in the Bargaining Unit shall be given first opportunity to fill the position provided they have the qualifications, experience, ability and skills to do the job required. Where the Employer determines there is more than one (1) **Employee** in the Bargaining Unit with equal qualifications to fill the vacancy, the more senior **Employee** will be given preference.
- (iv) If there is no interested and/or qualified Bargaining Unit applicant, the Employer may undertake a process to appoint someone from outside of the Bargaining Unit.

13.06 If, at any time within sixty (60) days of being awarded the job in accordance with Article 13.05, 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.

13.07 Only an **Employee** who applied for a competition and was not selected at the stage in the process outlined in Article 13.05 above at which they are entitled to be considered may submit a grievance regarding the competition. The grievance must be submitted at the first level of the grievance procedure within the ten (10) working days following the day on which the **Employees** were advised **that they were not** the successful candidate.

13.08 Within sixty (60) days of the signing of this Collective Agreement a separate seniority list for full-time and part-time **Employees** shall be posted in outlets for a period of three (3) weeks in accordance with Article 13.01. The seniority date for each **Employee** shall be considered correct if no objection is made within three (3) weeks of the first day of the posting of the initial list on which the **Employee's** name appears.

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

ARTICLE 14 – DESIGNATED HOLIDAYS

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

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

14.03 The method of granting designated holidays varies when a full-time **Employee** is employed either in a continuous or a non-continuous operation. The definition of continuous operation which would apply to **Employees** is any operation or service normally carried on without regard to Saturdays, Sundays or designated holidays. This would include Messes, snack bars, bowling alley and golf and curling club operations and any other operations as applicable.

14.04 When a full-time **Employee** is engaged in a continuous operation, and is entitled to a holiday on which they are required to work, the following applies:

- (a) The **Employee** shall be paid, in addition to their regular rate of pay for that day, at one and one-half times ($1\frac{1}{2} \times$) their regular rate of pay for the time worked by them on that day; or
- (b) The **Employee** shall be paid at one and one-half time times ($1\frac{1}{2} \times$) their rate of pay for the hours worked on the designated holiday and be given a day off with pay at some other time which may be by way of addition to their annual vacation or at a time convenient to them and the Employer.

14.05 When a full-time **Employee** is engaged in a non-continuous operation and entitled to a holiday the following applies:

- (a) When a holiday falls on a day that is a non-working day for a full-time **Employee**, the **Employee** is entitled to and shall be granted a holiday with pay at some other time. This may be by way of an addition to their annual vacation or granted as a holiday with pay at a time convenient to them and the Employer. Except that, when New Year's Day, **National Truth and Reconciliation Day**, Canada Day, Remembrance Day, Christmas Day or Boxing Day falls on a Sunday or Saturday that is a non-working day, the **Employee** is entitled to and shall be granted a holiday with pay on the working day immediately preceding or following the designated holiday.
- (b) A full-time **Employee** who is required to work on a day on which they are entitled to a holiday with pay shall be paid in addition to their regular rate of pay for that day, at one and one-half times ($1\frac{1}{2} \times$) their regular rate of pay for the time worked by them on that day.

14.06 A full time **Employee** shall be paid for holidays mentioned in Article 14.01 unless they are absent on their scheduled day of work prior to or following the holiday subject to the following:

- (a) Employees who are sick on either days mentioned in Article 14.01 above shall be entitled to the paid holiday provided

the **E**mployee 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 either of the days mentioned in Article 14.01 above shall be paid for the holiday.

14.07 A full-time **E**mployee who is required to work on a designated holiday shall be paid their holiday pay if entitled as per Article 14.06 and one and one-half times ($1\frac{1}{2} \times$) their hourly rate for the first eight (8) hours worked by them on that day and two times ($2 \times$) their hourly rate of pay for all hours worked thereafter.

14.08 When a full-time **E**mployee works on a holiday following a day of rest on which they also worked and received overtime in accordance with Article 14.07, they shall be paid in addition to the pay that they would have been granted had they not worked on the holiday, two times ($2 \times$) their hourly rate of pay for all time worked.

14.09 Part-time **E**mployees shall be paid **at the corresponding rate** of their gross regular earnings as designated holiday pay every second pay period. If a part time **E**mployee works on a designated holiday, the **E**mployee will be paid at the rate of one and one-half ($1\frac{1}{2}$) their rate of pay for the hours worked on that day.

ARTICLE 15 – VACATION LEAVE

15.01

- (a) Full-time **E**mployees are entitled to and shall be granted a paid vacation at the normal rate of pay for the period involved. A full-time **E**mployee shall be entitled to apply for vacation leave on the basis of earned prorated vacation credits.
- (b) Upon written request, a part-time **E**mployee may be granted time off without pay for vacation purposes based on the vacation entitlement outlined below. For purposes of vacation scheduling, and in cases where operational requirements

dictate, it is understood that full-time **Employees** will have preference over part-time **Employees**, unless part-time **Employees** have already had their vacation approved.

- (c) Part time **Employees** shall be paid their entitlement during each pay period. However, a part-time **Employee** may elect to have their entitlement held by the Employer and paid out the amount accrued at that time, twice a year, as follows:
 - (i) during the pay period that falls prior to their approved period of vacation leave of one (1) week or more of leave; the **Employee** will be responsible to advise the local Human Resources Office at least fourteen (14) calendar days notice in writing when this payment should be paid; and
 - (ii) during the last pay in December.
- (d) The **Employee** will be responsible to notify the local Human Resources Office of their election no later than December 1st of each calendar year for the next calendar year. If an **Employee** fails to do so by the deadline, then their entitlement shall be paid out during each pay period.
- (e) **Vacation leave can be taken in hourly increments.**

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

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 seniority.

15.05 All requests for leave submitted by full-time **Employees** must be submitted through WorkForce. All **Employees** 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. An **Employee's** leave for shorter periods may be granted based on operational considerations and provided sufficient notice is given.

15.06 Vacation leave shall not be cumulative from year to year under normal circumstances.

15.07 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 appropriate authorized manager. Applications for vacation carry-over shall be submitted in writing.

15.08 When any 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.

15.09 Vacation will be granted on the basis of seniority in the outlet. A senior **Employee** will not be able to displace the approved leave of an **Employee** with less seniority in the outlet for the same vacation period.

15.10 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 period.

15.11 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 either be added to the

vacation period if requested by the **E**mployee and approved by the Employer or reinstated for use at a later date.

15.12 Vacation is only earned while an **E**mployee is drawing pay except that authorized periods of leave without pay that do not exceed two (2) continuous weeks may be counted as time earning vacation.

15.13 An **E**mployee is entitled to be informed, upon request, of the balance of their vacation entitlement.

15.14 Notwithstanding the above provisions, an **E**mployee converting from part-time to full-time status may count their previous continuous part-time employment towards full-time vacation entitlement as follows:

- (a) Less than five (5) years of continuous part-time service – one-half ($\frac{1}{2}$) of the previous service.
- (b) Five (5) or more years of continuous part-time service – all of the previous service.

15.15 An **E**mployee is entitled to vacation leave with pay to the extent of they earned credits provided they have completed six (6) months of continuous employment.

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

- (a) Subject to the provisions of this Article, any **E**mployee who has qualifying prior service in the Canadian Armed Forces (**CAF**) will have this service included in the calculation of their vacation entitlement outlined in Article 15.01.
- (b) For the purposes of this Article, qualifying prior **CAF** service shall be any period of former **CAF** service as either a member of the Regular Force or Reserve Force Class B or C that is at least six (6) continuous months in duration and during which time the **E**mployee was not earning vacation as an NPF **E**mployee. For greater certainty, prior, current or future **CAF** service earned during any period where the **E**mployee also earned or received vacation pay with/from

the Employer does not count as qualifying prior **CAF** service.

- (c) In order to be eligible for the inclusion of qualifying prior **CAF** service credit in the calculation of their vacation entitlement, the **Employee** must provide the Human Resources Office with an acceptable record of their qualifying prior **CAF** 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 (i) and (ii) do not apply but that can be validated to the satisfaction of the Employer.
- (d) For the purpose of including any qualifying prior **CAF** service in the calculation of the **Employee's** vacation entitlement:
 - (i) Any **Employee** who provides the acceptable record of their qualifying prior **CAF** service to the Employer will have any qualifying prior **CAF** 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.

15.17 Prior Service Canadian Armed Forces Dependent

- (a) **As of 1 December 2020, full time Employees who are dependents of a Canadian Armed Forces (CAF) member and experience a break in service solely as a result of being posted from one location to another, will have their**

previous service counter for the purpose of their vacation entitlement outlined in their Collective Agreement.

- (b) **As of 1 December 2020, any vacation entitlement credits will be applied to their future calculation of vacation entitlement outlined in their Collective Agreement.**
- (c) **Retroactivity: only Employees currently on strength in the Bargaining Unit as of the date of ratification (i.e. April 16, 2024) and who qualify will be credited vacation leave entitlements for the time that was not previously counted.**

ARTICLE 16 – LEAVE GENERAL

16.01 Sick Leave Plan

(1) Full-time Employees Sick Leave

- (a) All full-time **E**mployees who are medically unfit to work because of a non-work related illness or injury are included in this plan.
- (b) Sick leave benefits provide the **E**mployee with salary protection as follows:

<u>Continuous Full-time Employment</u>	<u>Entitlement</u>
Upon completion of Probation	17 weeks at 100% of salary

(2) Part-time Employees Sick Leave

Part-time **E**mployees shall be granted up to a maximum of **twenty-four (24) hours** of paid sick leave per fiscal year, which may be taken in **hourly** increments. Sick leave is not cumulative from year to year, nor does it have any cash value.

- (3) The following conditions govern the entitlement to sick leave:

- (a) The **E**mployee must contact their immediate supervisor on the first day of absence indicating the reason for the absence and the expected date of return;
- (b) 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 they are advised that the **E**mployee is 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 **E**mployee's doctor or a doctor mutually agreed upon.
- (c) **Pregnancy** leave is excluded from the sick leave plan.
- (d) If, prior to the expiration of a full-time **E**mployee's seventeen (17) weeks of sick leave, the full-time **E**mployee is affected by the same illness during the first thirty (30) days following their return to work, it will be considered as a continuation of the original disability.
- (e) A full-time **E**mployee who has exhausted their seventeen (17) weeks of sick leave will have their full paid sick leave benefits reinstated for the same illness/injury after they have returned from sick leave or Long Term Disability (LTD) to their regular full-time employment for seventeen (17) consecutive weeks for the same illness/injury. Prior to that, if the full-time **E**mployee remains medically unfit to work for the same illness they may be eligible for LTD benefits provided that they meet the eligibility criteria of the LTD Plan.
- (f) A full-time **E**mployee will have their full paid sick leave benefits reinstated for a different illness/injury after they have returned from sick leave to their regular full-time employment for (5) five continuous working days.

16.02 **Pregnancy and Parental Leave**

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

- (a) an **Employee** who provides the Employer with a certificate from a qualified health care provider attesting that they are pregnant is entitled up to seventeen (17) weeks of leave beginning at the earliest twelve (12) weeks before the presumed date of their delivery and ending at the latest seventeen (17) weeks after the date of delivery;
- (b) Where an **Employee** has or will have the actual care and custody of a newborn child or adopts a child, that **Employee** is entitled to and shall be granted a leave of absence without pay for either:
 - (i) A single period of up to thirty-seven (37) consecutive weeks in the fifty-two-week (52) period; or
 - (ii) A single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period;beginning on the day on which the child is born or the day on which the child comes into the **Employee's** care.
 - (iii) in the case of a birth **parent Employee**, on the expiration of any leave of absence taken for **pregnancy** purposes, or on the day the child is born or comes into their care and custody;
- (c) An **Employee** may elect to use earned vacation and compensatory leave credits up to and beyond the date that following the periods of leave outlined in sub-Articles 16.02 (a) and (b).
- (d) The aggregate amount of parental leave that may be taken by two (2) **Employees** for childcare responsibilities will not exceed sixty-three (63) weeks.
- (e) Every **Employee** is to give at least four (4) weeks' notice in writing to the Employer of the intent to take leave pursuant

to Article 16.02 and of any change in length of leave intended to be taken.

- (f) Where the **Employee's** child is born with or contracts a condition that requires hospitalization within the period defined in **subsections** (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 **subsections** (a) and (b) above provided that the leave does not end later than one hundred and four (104) weeks after the child is born or comes into the care of the **Employee**.
- (g) Leave granted under this Article shall be counted as "service" for purposes of benefits **and seniority** in this Agreement. This shall not apply where an **Employee** terminates employment immediately following leave pursuant to Article 16.02.
- (h) The **Employee** shall, along with the request for **pregnancy** or parental leave without pay, notify the Employer in writing of the options concerning the pension and group insurance benefits. If these benefits are to be continued, arrangements will be made for the **Employee** to make the necessary contributions. If an **Employee** elects to continue their pension and/or group insurance benefits during **pregnancy** and/or parental leave, the Employer will continue to pay its applicable share of the premiums and contributions.

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

16.04 **Pregnancy Leave Allowance**

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

- (a) where an **Employee** is subject to a waiting period before receiving Employment Insurance **pregnancy** benefits, they are eligible to receive ninety-three percent (93%) of their weekly gross pay;
- (b) for each week that the **Employee** receives a **pregnancy** benefit pursuant to section 22 of the *Employment Insurance Act*, they are eligible to receive the difference between ninety-three percent (93%) of their weekly gross pay and the EI **pregnancy** benefits; and
- (c) where an **Employee** has received the full fifteen (15) weeks in (b) and remains on **pregnancy** leave without pay, they are eligible to receive the additional week(s) of **pregnancy** allowance at ninety-three percent (93%) of their weekly gross pay.

(2) In accordance with the following conditions:

- (a) After completion of six (6) months continuous employment, an **Employee** who provides the Employer with proof that they have applied for and is eligible to receive Employment Insurance benefits pursuant to section 22 of the *Employment Insurance Act*, as may be amended from time to time, shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan;
- (b) An **Employee** who receives the allowance shall return to work for a period of twenty (20) working days on the date of expiry of **pregnancy** leave unless the date is modified with the Employer's consent or unless the **Employee** is then entitled to another leave provided for in this Agreement;
- (c) Should the **Employee** fail to return to work as per the provisions of Article 16.04, the **Employee** recognizes that

they are indebted to the Employer for the full amount of the allowance;

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

16.05 Leave for Family Related Responsibilities

- (a) The Employer shall grant up to **seven (7)** days family related leave with pay in a fiscal year to full-time **E**mployees and up to **forty-two (42) hours** for part-time **E**mployees to be used in any combination for the following reasons:
 - (i) To take a dependent family related member for medical or dental appointments or for appointments with appropriate authorities in school or adoption agencies. An **E**mployee is expected to make reasonable efforts if possible to schedule medical or dental appointments for family members to minimize their absence from work. An **E**mployee requesting this leave provision must notify their supervisor of the appointment as far in advance as possible.

- (ii) For the temporary care of a sick member of the **Employee's** immediate family.
- (iii) For the needs directly related to the birth or adoption of an **Employee's** child. This leave may be divided into two (2) separate periods and granted on separate days.
- (iv) To attend school functions if the supervisor was notified of the function as far in advance as possible.
- (v) To provide for the **Employees** child in the case of an unforeseeable closure of a school or daycare facility.
- (vi) 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.
- (vii) To attend personal/family emergencies beyond the control of the **Employee**.
- (viii) To attend house hunting trip for relocation of spouse.
- (b) 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, **grandparents** or any relative permanently residing in the **Employee's** household or **for whom the Employee has a duty of care whether they reside with the Employee or not.**
- (c) **At the Employee's option, this leave may be taken in hourly increments.**
- (d) **This leave may not be carried into a subsequent year.**

16.06 Court Leave with Pay

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

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

the Employer agrees to make up the difference, if any, between the amount paid to the **Employee** for witness fees and the amount the **Employee** would have earned had they worked on the day they were required to appear as a witness. When an **Employee** is summoned under the circumstances described above, they shall notify the Employer as soon as possible. Where practical, an **Employee** is required to return to work for the remainder of the day or days when dismissed by counsel or the third party.

16.07 Jury Duty

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

16.08 Bereavement Leave with Pay

An **Employee** shall be granted bereavement leave in accordance with the following:

- (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 can be carried forward to a memorial day, day of cremation or burial if such an event is to occur at a later date, on the condition that the leave does not extend beyond the day following the event.
- (b) For the purpose of this Agreement, immediate family will comprise anyone of the following: sibling, parents, step-parents, foster parent, father in law, mother-in-law, spouse regardless of gender, common law spouse, child, foster-child, step children (including the children of a common law spouse), grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any relative permanently residing in the **Employee's** household or with whom the **Employee** resides.
- (c) Distant relatives will be any of the following: aunt, uncle, niece, nephew or first cousin
- (d) **The Employer recognizes that families may take different forms due to a variety of factors such as cultural norms or personal circumstances. The Employer appreciates that the relationships formed under such norms or circumstances are valuable and significant to the Employee. The Employer agrees to seriously consider requests for bereavement leave where cultural traditions or other circumstances create important family relationships not described above. Such requests shall not be unreasonably denied.**

16.09 Compassionate Care Leave

- (a) Provided that the **E**mployee has provided confirmation that they have applied and are eligible to receive Employment Insurance Compassionate Care benefits, a full-time or part-time **E**mployee shall be eligible to receive up to six (6) months within a fifty-two (52) week period of Compassionate Care Leave without pay.
- (b) An **E**mployee 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.
- (c) If during the period of leave, the pay and benefits of the group to which the **E**mployee belongs are changed, the **E**mployee is entitled, upon return from leave, to receive the same pay and benefits that the **E**mployee would have received had they been working when the change occurred. An **E**mployee on leave will be notified in writing if such a change took place.
- (d) Length of service continues to accrue during absences on Compassionate Care Leave. An **E**mployee on Compassionate Care Leave may continue group benefits and pension coverage provided the **E**mployee pays their share of contributions; the Employer shall continue to pay its share of contributions.
- (e) An **E**mployee shall, along with the request for Compassionate Care Leave, notify the Employer in writing of the options concerning the pension and group benefits coverage.

16.10 Leave of Absence without Pay

- (a) An **E**mployee 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**.

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

16.11 Personal Leave

- (a) **Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, a full-time Employee shall be granted, in each fiscal year, three (3) days of leave with pay for reasons of a personal nature. The Employer may approve requests with less than the above notice and such requests shall not be unreasonably denied.**

- (b) **A part time Employee shall be granted eighteen (18) hours, in each fiscal year.**
- (c) 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.
- (d) **At the Employee's option, this leave may be taken in hourly increments.**
- (e) **The leave may not be carried over into a subsequent year.**

16.12 Leave for Pregnant Employees

The Employer shall grant **Employees** up to a one-half (½) day of reasonable time off with pay for the purpose of attending each medical appointment relating to the **Employees** pregnancy. An **Employee** is expected to make reasonable efforts to schedule such appointments in such a way so 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. Part-time **Employees** shall receive this benefit in the same proportion as their weekly hours of work compare with the normal weekly hours of work compare with full-time **Employees**.

16.13 Domestic Violence Leave

- (a) The parties recognize that **Employees** may be subject to domestic violence in their personal lives and that this may affect their attendance at work.
- (b) 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:

- (i) obtain care and support for themselves or their child following a physical or psychological injury, or
 - (ii) use an organization that assist victims of domestic violence, or
 - (iii) obtain counselling services, or
 - (iv) move temporarily or permanently, or
 - (v) obtain legal or police assistance, or
 - (vi) to prepare for legal proceedings (civil or criminal).
- (c) This paid leave will not exceed **five (5) shifts for full-time Employees and twenty-five (25) hours for part-time Employees** in any fiscal year, at times convenient to the Employee.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.

- (h) **This leave may be taken in hourly increments.**

16.14 Block Leave

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

ARTICLE 17 – GRIEVANCE PROCEDURES

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

17.02 The grievance procedure provides an informal or oral complaint stage for **Employees**. Managers are available for private consultations with an **Employee** who wishes to discuss a complaint or grievance. Before a formal grievance is presented, the **Employee** is encouraged to discuss it as an oral complaint with the manager concerned, either privately or, if required, in the presence of a representative of the Union. If the **Employee** is not satisfied with the result of such discussions, a formal grievance may then be presented.

17.03 A three-level grievance procedure is provided to **Employees**. The Employer will post on the bulletin boards, the names of the officials designated by the Employer to handle each of the three (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 section 206 of the *Federal Public Sector Labour Relations Act* as may be amended from time to time, an **Employee** who feels that they have been treated unjustly or consider themselves aggrieved by any action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in Article 17.09 except that,

- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with the 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 is represented by the Union.

17.05 An **Employee** is not entitled to present a grievance relating to any action taken, direction or regulation given or made on behalf of the Government of Canada, respecting matters involving the safety and security of Canada.

17.06 An **Employee**, when submitting a grievance at any level, shall use the NPF Grievance Presentation Form. However, a grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the NPF form or by reason of any technical irregularity. The form is obtainable from the NPF Human Resources Office.

17.07 The grievance process applies to **Employees** only, but an **Employee** has the right to be represented by a representative in the grievance procedure at any level and at either, or both, the informal discussion (oral complaint) stage, or when the formal written grievance is being considered.

17.08 At the request of an **Employee** who has presented a grievance, a representative shall have the right to consult with the person designated to reply on management's behalf at any level in the grievance procedure. At levels other than the final level the request for consultation may be made orally.

17.09 An **E**mployee 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 **E**mployee; and
- (b) at the final level of the grievance procedure where the grievance relates to disciplinary action resulting in the discharge of the **E**mployee.

All levels in the grievance procedure, except the final level, may be by-passed with the mutual consent of the Employer or its delegate, the **E**mployee and, where applicable, a representative.

17.10 A grievance shall be presented by an **E**mployee:

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

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

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

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

17.13 The Employer shall reply to an **E**mployee's grievance at the first or second level of the grievance process within fifteen (15) **working** days

after the grievance is presented, and within twenty-five (25) **working** days where the grievance is presented at the final level.

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

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

17.16 An **E**mployee may abandon a grievance at any stage in the process by written notice to the officer who is designated to receive and to reply on behalf of the Employer at level one of the grievance process.

17.17 An **E**mployee 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 or its delegate, it was not possible for the **E**mployee to comply with the prescribed time limits.

17.18 Where an **E**mployee 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 **E**mployee'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.

17.19 When a grievance that may be presented by an **E**mployee to adjudication is a grievance relating to the interpretation or application in respect of them of a provision of a Collective Agreement or an arbitral award, the **E**mployee 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 **E**mployee in the adjudication proceedings.

ARTICLE 18 – PAY ADMINISTRATION

18.01 An **E**mployee shall be paid for services rendered at a rate of pay specified in Appendix A for their job title in accordance with the time limits outlined in the rate of pay scale and in accordance with the following:

- (a) Employees accepting a position within the Bargaining Unit who have previous services with the Employer, in the same type of position (i.e. same job title), will be placed at the increment of the wage grid commensurate with their length of service with the Employer
- (b) Employees accepting a position within the Bargaining Unit who have previous, but discontinuous service, in the same type of position (i.e. the same job title), within five (5) years of the commencement date of their position within the Bargaining Unit will have fifty percent (50%) of that service credited towards their length of service for the purpose of placement on the wage grid.

18.02

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

18.03 An **E**mployee 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.

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

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

18.06 An **E**mployee recalled from layoff in accordance with Article 13.04, to a classification with a lower rate of pay than the rate of pay of their former classification, shall be paid the rate of pay specified in Appendix A for the applicable classification. Notwithstanding the foregoing, the **E**mployee will retain the seniority of their former classification for six (6) months from the date they were placed on the layoff list of the outlet concerned.

18.07 Premium Pay

- (a) Hours worked between 6:00 PM and midnight on Christmas Eve (December 24th), Christmas Day and on New Year's Eve (December 31st), and New Years Day shall be compensated at two times (2 x) the **E**mployee's regular hourly rate.
- (b) When an **E**mployee 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 (7th) day, and two times (2 x) their regular rate of pay for all additional hours worked on the seventh (7th) day.
- (c) No **E**mployee will be required to work more than six (6) consecutive days in any work schedule.

18.08 Training Allowance

Employees instructed to attend and who attend a training session not contiguous with their normal hours shall be paid a minimum of three (3) hours pay. In the event that the training session is either cancelled or is less than three (3) hours duration, the Employee may be required to perform work associated with their duties to achieve the three (3) hour minimum. Where the Employer conducts training sessions with its Employees, this time shall be considered as time worked.

ARTICLE 19 – CONSULTATION

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

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

- (a) Group Life Insurance
- (b) Optional Life Insurance
- (c) Group Health Insurance
- (d) Long Term Disability Insurance
- (e) Group Pension
- (f) Dental Insurance

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

ARTICLE 20 – LABOUR MANAGEMENT RELATIONS COMMITTEE

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

20.02 A Labour Management Relations Committee (**the Committee**) shall be appointed consisting of equal representation of Bargaining Unit Employees and management representatives. A Bargaining Unit Employee and a management representative shall be designated as co-

chairperson for each meeting. The terms of reference shall established by the Committee.

20.03 Time spent by the Bargaining Unit **E**mployee representatives in attending the Committee meetings shall be considered to be time worked.

20.04 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.

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

20.06 Committee meetings shall be scheduled every three (3) months, except when the parties agree the meetings is not necessary or additional meetings are required.

20.07 The Committee shall meet four (4) times per year. Additional meetings may be held as required, at the request of either of the two parties.

20.08 Agenda items must be provided at least two (2) weeks in advance of a set meeting. In the event no agenda items are provided, the set meeting will be postponed to a later date.

20.09 Either party may invite a person outside of the Committee, in an advisory capacity, to a meeting of the Committee.

ARTICLE 21 – DISCIPLINE AND DISCHARGE

21.01 Failing to Report to Work

An **E**mployee who fails to report for duty for **five (5)** consecutive working days without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An **E**mployee shall be afforded the opportunity to rebut such presumption and

demonstrate that there were reasonable circumstances for not informing the Employer.

21.02 Discipline and Discharge Application

Before disciplinary action can be taken against an **Employee**:

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

21.03 A preliminary investigation into alleged report of 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 and in any case normally within five (5) business days following the incident that gave rise to the investigation.

21.04 All **Employees** must be provided with written notice of discipline and discharge which must state;

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

21.05 Discipline and discharge shall only be for just cause. A copy of the written notice of discipline or discharge shall be delivered to the Local President.

21.06 Any document or written statement related to disciplinary action, other than disciplinary action taken to address one or more incidents of

harassment, which may have been placed on the personnel file of an **Employee** shall be destroyed after two (2) years have elapsed if there was no further disciplinary action recorded during the two (2) years. A document or written statement related to disciplinary action taken to address one or more incidents of harassment will stay in an **Employee's** file for three (3) years.

ARTICLE 22 – TECHNOLOGICAL CHANGE

22.01 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.

22.02 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.

22.03 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 provisions of the Collective Agreement.

ARTICLE 23 – BULLETIN BOARDS

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

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

ARTICLE 24 – REST ROOMS

24.01 The Employer agrees to provide adequate rest rooms to Employees. Employees shall cooperate with the Employer in keeping the rest rooms tidy and the Employer shall be responsible for the general maintenance and cleanliness of the rest rooms.

ARTICLE 25 – UNIFORMS

25.01 Uniforms which the Employer requires shall be furnished to the Employee by the Employer without charge. Full-time Employees required to wear a uniform shall be issued four (4) uniforms yearly. Part-time Employees required to wear a uniform shall be issued two (2) uniforms yearly.

25.02 Where the Employer requires an employee to wear a uniform and that uniform is required to be dry cleaned, the Employer shall pay the cost of the dry cleaning.

25.03 If the **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.

25.04 A footwear allowance shall be provided to all eligible **Employees** in accordance with Article 10.04.

ARTICLE 26 – CALL-IN AND CALL-BACK

26.01 An **Employee** called in and who reports to work shall receive a minimum of three (3) hours pay at their applicable rate of pay.

26.02 If an **Employee** is called back to work and returns to work, they shall be entitled to a minimum of three (3) hours pay at one and one-half times (1½ x) their regular rate of pay, provided that the period worked by the **Employee** is not contiguous to the **Employee's** normal hours of work and they were not notified of such overtime requirement prior to completing their last period of work.

ARTICLE 27 – INFORMATION FOR EMPLOYEES

27.01 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 their position including the positions classification level and rating, **within ten (10) days of the request.**

27.02 Information for Employees

- (a) **After each renewal of the Collective Agreement**, the **Employer** agrees to distribute, **by email**, to each **Employee** and all new **Employees** a copy of the Collective Agreement **within ten (10) working days of receiving the finalized electronic copy**. **Employees in the Bargaining Unit will also be given electronic access to the Collective**

Agreement in the official language of their choice. When an Employee or the Union requests, printed copies of the Agreement shall be provided within ten (10) working days.

- (b) It is agreed and understood that the Employer and the Union **will equally divide** the cost of **printing** the Collective Agreement **and the meeting rooms for negotiations, if applicable**. The publication of this Agreement will be borne by the **Union**.
- (c) **On commencing employment, new Employees shall be provided by the Employer with a copy of the existing Collective Agreement and the Employer's Workplace Harassment and Violence Prevention Policy which is in accordance with the *Canada Labour Code* Part II; and**
- (d) **The Employer agrees to advise new Employees that a Collective Agreement is in effect between the parties. A new Employee will be advised of the name and location of the Local President, and that they are entitled to thirty (30) minutes paid Union orientation in accordance with Article 9.09.**

27.03 Employee Files

Upon written request of an **Employee**, all personnel files of that **Employee** may be made available at least once per year for **their** examination in the presence of an authorized representative of the Employer.

ARTICLE 28: SEASONAL EMPLOYEES

28.01 Seasonal Employees will be eligible to participate in the benefits plans during the time they are employed by the Employer in accordance with the terms and conditions 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 benefit plans

with the exception of long term disability providing they pay the cost of all the premiums.

28.02 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 31 of the Collective Agreement.

28.03 Vacation entitlements shall be based on continuous service.

ARTICLE 29: LAYOFF AND RECALL

29.01 Temporary reduction of full-time Employee to part-time, layoff and recall from layoff shall be by outlet. Employees in the outlet shall be laid off in accordance with their seniority **within the Bargaining Unit** as set out in sub-Article 13.01(a) or sub-Article 13.01(b) **such that senior Employees have preference over junior Employees provided that the senior Employee has** 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.

29.02 When a full-time Employee is laid off due to lack of work and there is part-time work available, and if the full-time Employee so requests, they shall be given preference to work such part-time work if they are able and qualified to perform such work. The Employee shall be paid at the hourly rate of the job title of the part-time work. A full-time Employee who works part-time hours in accordance with this Article will retain seniority as a full-time Employee for twelve (12) months. At the end of this period the full-time Employee will be given the choice of accepting severance pay and termination of employment or conversion to part-time Employee. **A laid off, full-time Employee who accepts part-time work shall be given the first opportunity, consistent with their seniority, to be recalled to full-time status provided they have the qualifications, experience, ability, and skill to do the job required.**

29.03 When a part-time Employee is laid off, they shall be retained

on the layoff list and shall be eligible for recall to a part-time position in accordance with their seniority.

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

29.05 An Employee will lose their seniority if they have been laid off and is recalled to work and fails to return to work or to give in writing valid reasons for their inability to do so within ten (10) working days of the date they have been requested by the Employer, in writing by registered mail, to return to work. In order to be eligible for recall from layoff the Employee must provide the Employer with their current mailing address and phone number. It is the responsibility of the recalled person to contact the Employer immediately, but no later than seven (7) working days, upon receipt of notice of recall to inform the Employer of their acceptance or rejection of the recall offer.

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

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

ARTICLE 30: REMOTE WORK

30.01 Definitions

- (a) Remote Work: a flexible work arrangement whereby Employees have approval to carry out some or all of their job duties from a remote workspace.

- (b) Designated Workspace:** the Employee's designated Employer workspace or business address where the Employee would work if there were no Remote Work situation
- (c) Remote Workspace:** the alternative location where the Employee is permitted to carry out the work otherwise performed at or from their designated workspace

30.02 Requests for Remote Work arrangements can be initiated by an Employee or the Employer but may only be implemented when both Parties agree that some or all of the job duties can be completed at a location other than the Designated Workspace. Remote Work may however be imposed by the Employer in exceptional circumstances where the Designated Workspace is not accessible and Remote Work is necessary to maintain continued operation of the business.

30.03 Equipment and electronic network requirements for any Remote Work arrangement shall be decided upon on a case by case basis and an agreement reached between the Employer and the Employee prior to undertaking any Remote Work situation. As part of the provisions of this Article, the Employer will provide the equipment required for the Employee to complete their work in the Remote Workspace.

30.04 Approval of any requested Remote Work arrangement shall respect the terms and conditions of employment, provisions of the Collective Agreements and the application of existing policies and legislation will continue to apply in the Remote Work situation.

30.05 Employees are encouraged to consult the Component and/or Local prior to undertaking a Remote Work arrangement with the Employer.

30.06 Where a Remote Work arrangement is adopted and approved in writing:

- (a)** the Employee will work all of the scheduled hours of work

as agreed to in their agreement;

- (b) it will be periodically re-evaluated to determine whether an adjustment or different arrangement is required or appropriate, and reviewed once per year as appropriate;**
- (c) it may be terminated at any time by the Employer or the Employee with the provision of one (1) month's advance notice;**
- (d) the Employer and Employee should sign an agreement to outline the terms and conditions relating to the applicable Remote Work arrangement as per the Flexible Work Options Policy, as amended from time to time.**

ARTICLE 31 – SEVERANCE PAY

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

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

31.02 Severance pay for **E**mployees 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.

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

31.04 Notice or pay entitlement in lieu of notice:

- (a) probationary **E**mployee: 2 weeks; and**

(b) full-time or part-time **Employees**: 1 month.

Term **Employees** are not entitled to receive notice or pay in lieu of notice when their employment ends due to the expiry of their fixed term(s) of employment or when it otherwise ends in accordance with their letter(s) of offer.

31.05 A full-time **Employee** who is given part-time status in accordance with Article **13.04** will retain seniority as a full-time **Employee** for twelve (12) months. At the end of this period the full-time **Employee** will be given the choice of accepting severance pay and termination of employment or of converting to part-time status with the maintenance of all length of service rights accrued both as a full-time and part-time **Employee**.

31.06 When a Collective Agreement is in force and an **Employee** is released for one of the reasons cited in Article **31.01**, none of the benefits outlined in this section, including the return of pension contributions, are to be paid for a period of twelve (12) months unless the **Employee** waives their right to employment recall as contained in the Collective Agreement.

31.07 Unless otherwise terminated in accordance with the terms of this Agreement, the employment of term **Employees** shall be terminated in accordance with the terms contained within their letters of offer. The preceding notwithstanding, term **Employees** are not entitled to notice of termination of their employment or payment in lieu of such notice, in addition to the notice contained within their letters of offer, or any other notice. Further, term **Employees** are not entitled to any severance pay, in addition to the terms contained within their letters of offer, or any other terms.

ARTICLE 32 – CASH SHORTAGES

32.01 The Employer reserves the right to implement disciplinary action, including suspension or discharge, in circumstances where a particular **Employee** has consistently demonstrated an inability to safeguard the Employer's interests and assets. Any disciplinary action will be subject to the normal grievance and adjudication procedures.

32.02 A grievance arising out of the reimbursement of cash shortages pursuant to Article **32.01** 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.

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

ARTICLE 33- BARGAINING UNIT WORK AND CONTRACTING OUT

33.01 The parties acknowledge that non-Bargaining Unit persons shall not perform work normally performed by Bargaining Unit members except in cases of emergency when qualified Employees are not available. In such cases the Local President, or designate, shall be informed of all the details, including who is to perform, or has performed the work.

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

33.03 The Employer does not have a plan contemplating the closure of NPF outlets or the elimination of NPF positions within the Bargaining Unit, or reduction of Bargaining Unit work, by reason of contracting out.

33.04 If the Employer determines that reorganization is necessary, and it results in the reduction of Bargaining Unit work, or reduction of hours or the elimination of positions held by Employees within the Bargaining Unit, the Employer shall meet with the Local representative in order to discuss options for the affected Employees or work. The meeting shall take place as soon as possible prior to the work or positions being reduced or eliminated, and to the extent possible, subject to operational constraints, at least sixty (60) calendar days prior to such reduction or elimination.

33.05 This Article does not cancel any provisions of Article 5 of the Collective Agreement.

ARTICLE 34 – GENERAL

34.01 Gender

The parties agree to utilize gender-**inclusive** language throughout this Agreement. Any expressions referring to an **Employee** or the masculine or feminine gender **shall be considered to include all genders**.

34.02 Official Texts

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

34.03 Wherever the terms job title, job position or classification appears in the Agreement they have the same meaning.

ARTICLE 35– DURATION OF AGREEMENT

35.01 The duration of this Collective Agreement shall be for **a term of three (3) years, expiring on 30 June 2025**.

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

SIGNED on this ____ day of May 2024

PUBLIC SERVICE ALLIANCE OF
CANADA

STAFF OF THE NON-PUBLIC
FUNDS, CF

Craig Reynolds
Regional Executive Vice-President,

Ian Poulter

Ontario

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



Robin Delve
Member of the Negotiating Committee

Andrea Kelly
Lead Negotiator and Senior
Employment & Labour
Relations Officer

Kristopher Klith
Member of the Negotiating Committee

MaryAnne Laurico, PSAC
Negotiator

APPENDIX A

PAY GRIDS

1-Jul-22	START	3 MOS	12 MOS	24 MOS	36 MOS
1	\$17.66	\$17.66	\$17.66	\$17.66	\$19.13
2	\$17.66	\$17.66	\$17.66	\$17.66	\$19.30
3	\$17.66	\$17.66	\$17.66	\$17.98	\$19.71
4	\$17.66	\$17.66	\$17.66	\$18.72	\$20.55
5	\$17.66	\$18.38	\$19.31	\$21.72	\$24.06
6	\$19.97	\$21.07	\$22.58	\$26.38	\$28.68
7	\$22.08	\$22.97	\$23.89	\$27.54	\$29.96
8	\$24.88	\$25.66	\$26.76	\$30.01	\$32.66

1-Jul-23	START	3 MOS	12 MOS	24 MOS	36 MOS
1	\$18.51	\$18.51	\$18.51	\$18.51	\$20.05
2	\$18.51	\$18.51	\$18.51	\$18.51	\$20.22
3	\$18.51	\$18.51	\$18.51	\$18.85	\$20.66
4	\$18.51	\$18.51	\$18.51	\$19.62	\$21.54
5	\$18.51	\$19.27	\$20.24	\$22.76	\$25.22
6	\$20.92	\$22.08	\$23.66	\$27.65	\$30.05
7	\$23.14	\$24.07	\$25.04	\$28.86	\$31.40
8	\$26.07	\$26.90	\$28.04	\$31.45	\$34.23

1-Apr-24	START	3 MOS	12 MOS	24 MOS	36 MOS
1	\$19.07	\$19.07	\$19.07	\$19.07	\$20.65
2	\$19.07	\$19.07	\$19.07	\$19.07	\$20.83
3	\$19.07	\$19.07	\$19.07	\$19.41	\$21.28
4	\$19.07	\$19.07	\$19.07	\$20.22	\$22.19
5	\$19.07	\$19.85	\$20.85	\$23.45	\$25.98
6	\$21.56	\$22.75	\$24.37	\$28.49	\$30.96
7	\$23.84	\$24.80	\$25.79	\$29.73	\$32.35
8	\$26.86	\$27.71	\$28.89	\$32.40	\$35.27

PAY NOTES

- A. Effective 1 July 2022 and subject to ratification by the Union and the Employer, the **above** pay grid shall be put into effect.

All Employees in the Bargaining Unit who are employed with the Employer on the date of ratification of this Agreement and former employees who ceased working for the Employer after 1 July 2022 due to either (i) retirement (ii) no fault termination, (iii) the posting of a military family member to another military facility or (iv) in the case of death, the allowance shall be payable to the Employee's estate shall receive full retroactive pay to April 18, 2024, for all hours worked and/or paid.

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

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

- B Effective 1 July 2023 and subject to ratification the **above** pay grid shall be put into effect.
- C. Effective 1 April 2024 and subject to ratification the **above** pay grid shall be put into effect.

Minimum Wage Adjustment

- D. In the event that the **Federal or** Provincial minimum wage increases during the life of this Agreement, adjustments will be made to the grid according to the procedure specified below:

In the event that the **Federal or** Provincial minimum wage increases during this period by a monetary amount that is greater than the

monetary increase(s) applied to each of the hourly rates of pay during this period, those rates of pay will be increased by the difference, in cents, between the increases applied during this period and the increase to the minimum wage. Such an increase shall take effect on the date of the increase to the minimum wage. For example, if the start rate of pay band 1 gets a \$0.10/hour increase on 1 July 2023, and the minimum wage increases by \$0.25/hour on 1 October 2023, on 1 October 2023 the start rate of pay band 1 will be increased by \$0.15/hour.

This adjustment will not be made retroactively.

- E. Unless otherwise stipulated, the provisions of this Collective Agreement shall be effective on the date it is ratified by the Union and the Employer.
- F. The Agreement will expire on 30 June **2025**

LETTER OF UNDERSTANDING #1

MULTIPLE EMPLOYMENT

(1) With the approval of the managers of the applicable outlets and subject to the conditions of this Letter of Understanding, interested and qualified **Employees** within the Bargaining Unit can engage in multiple employment by working additional hours in a casual position different from their substantive position.

(2) The parties agree that the purpose of this Letter of Understanding is to allow **Employees** the ability to work additional hours for the Employer without affecting their status, benefits or entitlements. The following are the terms and conditions relating to multiple employment:

- (a) The **Employee's** status shall remain that of the **Employee's** substantive (primary position) and the hours worked in the second position will not be included in the determination of the **Employee's** status.
- (b) The **Employee** will have no seniority in the second position nor will the time worked in the second position be used to calculate the **Employee's** seniority within the Bargaining Unit or the applicable outlet(s).
- (c) There must not be a conflict between the work schedules of the **Employee's** substantive position and the **Employee's** second position.
- (d) While working in the substantive position, the **Employee** shall be paid the rate of pay relating to their substantive position. While working in the second position, the **Employee** shall be paid the rate of pay associated with the second position.
- (e) The compensation received while working in the second position will not be subject to Union dues, as applicable. However the hours and compensation from the second position will be excluded from the calculation of the

Employee's pensionable earnings or pensionable service, the determination of the Employee's insured benefits (for e.g. Group Life Insurance or LTD coverage), and the determination of the Employee's other benefits or entitlements (including but not limited to designated holiday pay, or the accrual of annual leave). Further, the hours worked in the second position will not be considered overtime hours and will be excluded from the calculation of the Employee's weekly hours of work/normal hours of work and in the determination of the Employee's entitlement to overtime pay. The Employee is not entitled to take paid leave from the second position.

- (f) The Employee may not receive two types of pay for the same hours of work (for e.g. the Employee cannot receive paid time off from their substantive position for hours worked in the Employee's second position). Further, the Employee may not perform work in the second position while on sick leave (whether paid or unpaid) from the substantive position.
- (g) Issues related to job performance (such as competency) in the second position shall in no way impact the Employee's status or record in their primary employment. Disciplinary action, as well as potential violations of applicable federal statutes and regulations, is subject to the grievance and adjudication process, as set out in the Collective Agreement and the *Federal Public Sector Labour Relations Act*.

LETTER OF UNDERSTANDING #2

HIRING ABOVE THE START RATE

Whereas the Employer has experienced difficulties hiring for specific positions the Employer may in consultation with the Union and upon producing relevant documentation to demonstrate the difficulties hire for the position at a rate of pay above the start rate.

Memorandum of Understanding Re: CANEX Scheduling

WHEREAS the Employer is currently facing operational challenges in ensuring shifts in both CANEX Outlets are adequately staffed;

AND WHEREAS, the Employer would like to implement program to utilize a more flexible scheduling process that allows for Bargaining Unit members to work in more than one CANEX outlet, subject to their interest in being scheduled for shifts in both CANEX Outlets for a period of time;

The Bargaining Unit and the Employer agree to implement the following principles for a trial period commencing with the signing of this Agreement, to be reviewed within eight (8) months of signing.

The Employer will provide adequate training to Employees who are interested in working in more than one CANEX outlet.

Employees will be offered additional hours within their outlet before the hours are offered to Employees from a different CANEX outlet. Seniority will be maintained within their outlet as per Article 13.

Employees will not be scheduled to work in an alternate CANEX outlet unless they so choose.

Employees will notify the Employer if they are available to work in the additional CANEX outlet. All hours will be offered on the basis of availability for Employees working outside their outlet.

If at the end of the trial-period, the parties agree to renew this Memorandum of Understanding, then it will remain in effect for the remainder of this current Agreement.