

AGREEMENT

BETWEEN

**HIS MAJESTY IN RIGHT OF CANADA AS
REPRESENTED BY THE STAFF OF THE
NON-PUBLIC FUNDS, CANADIAN FORCES**

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 864**

GROUP: OPERATIONAL CATEGORY (ALL EMPLOYEES)

14 WING AT GREENWOOD

EXPIRY DATE: 31 MARCH 2025

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ARTICLE 1: PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to establish and maintain harmonious relationships between-**His** Majesty in Right of Canada as represented by the Staff of the Non-Public Funds, Canadian Forces, hereinafter referred to as the Employer, the Bargaining Agent herein referred to as the Bargaining Agent or 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.

ARTICLE 2: RECOGNITION

2.01 The Employer recognizes the United Food and Commercial Workers Union, Local 864, certified by the Public Service Staff Relations Board on 29 May, 1981, as exclusive Bargaining Agent for all employees of the Employer in the Operational Category employed at the 14 Wing at Greenwood in Nova Scotia save and except managers/category II employees.

ARTICLE 3: INTERPRETATION AND DEFINITIONS

3.01 For the purpose of this Agreement:

- a. Full-time Employee means an employee who has completed **their** probationary period and is normally employed for thirty-two (32) hours or more per week.
- b. Part-time Employee means an employee who has completed **their** probationary period and is normally employed for more than thirteen and one third (13 $\frac{1}{3}$) hours and less than thirty-two (32) hours per week.
- c. Probationary Employee means a new employee who is carrying out the tasks of a full-time or part-time employee but has not been granted full-time or part-time status. The probationary period shall not exceed:
 - (1) supervisory — four (4) calendar months;
 - (2) non-supervisory - three (3) calendar months.
- d. Term Employee means an employee who is carrying out the tasks of a full-time or part-time employee but who is hired on a temporary basis for a term of at least three (3) months or more for the purpose of:
 - (i) replacement of permanent employees who are on leave with or without pay, or,
 - (ii) short-term assignments, or,

(iii) Non-recurring work.

The Employer, with the concurrence of the Bargaining Agent and the employee, may extend the period where further evaluation is required.

Notwithstanding the provisions of Article 3.01(a), a part-time employee relieving a full-time employee absent due to illness, vacation or any other leave of absence for a period of six (6) months or less will not be considered a full-time employee for the purpose of this Agreement. If a part-time employee relieves a full-time employee for a continuous period in excess of six (6) months **they** will become a full-time employee and **their** seniority as a full-time employee will date back to **their** first day so employed. In the case of **pregnancy** leave the six (6) month limit will be extended, as required, to accommodate the employee on-**pregnancy** leave.

3.02 The terms of this Agreement shall apply to all full-time and part-time employees except where otherwise specifically stated.

3.03 Unless otherwise stated in this Agreement, part-time employees shall be paid for the benefits provided in the same proportion as their average weekly hours of work, as averaged over the preceding two (2) pay periods, relates to the number of hours in the normal work week. If an employee's service is for less than two (2) pay periods the average weekly hours will be calculated on the period of service.

3.04 For the purpose of calculating payments outlined in Articles 14, 15 and 16:

- a. Full Time Employee: a day equals 1/10th of the employee's normal biweekly hours of work
- b. Part Time Employee: a day is equivalent to 1/20th of the employee's paid hours of work during the two (2) pay periods immediately preceding holiday or leave.

ARTICLE 4: STATE SECURITY

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

ARTICLE 5: MANAGERIAL RIGHTS

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

- a. to plan, direct and control operations; to determine methods, processes, equipment and other operating matters; to determine the location of facilities and the extent to which these facilities or parts thereof shall operate; and

- b. to direct the working forces including the right to decide on the number of employees, to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline employees including suspension and discharge for just cause;

and it is expressly understood that all such rights and responsibilities not specifically covered or modified by this Agreement shall remain the exclusive rights and responsibilities of the Employer. Such rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.

5.02 Employees may be released during their probationary period for cause. The employee shall have access to the grievance procedure to the second level of the Employer, but may not refer the grievance to adjudication.

ARTICLE 6: FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

6.01 If any law now in force or enacted during the term of this Agreement renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The parties shall thereupon seek to negotiate substitute provisions, which conform with the applicable law.

ARTICLE 7: CHECK-OFF

7.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the bi-weekly membership dues established by the Bargaining Agent from the pay of all full-time and part-time employees in the Bargaining Unit. When an employee does not have sufficient earnings in respect of any bi-weekly 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 bi-weekly period will start with the first full bi-weekly payroll period of employment to the extent that earnings are available.

7.03 The Employer agrees to remit dues together with a list of employees from whom deductions have been made to the Union by automatic deposit by the fifteenth (15th) day following the end of two (2) consecutive payroll periods, except for mail strikes or other circumstances beyond the Employer's control. The employee list will consist of the employee's full name, employee number, and date of hire. In addition, a separate list will be provided monthly detailing new employees, their date of hire and address and work location. The list will also advise the Bargaining Agent of all employee terminations and the effective date. The remittance statement shall be provided in the form of an email, (epcdues@eastlink.ca). The information provided shall be on a standard spreadsheet in Excel, Quattro or other software program acceptable and adaptable to the Union. The spreadsheet shall be in a format provided by the Union and the Employer will provide the following information, as known to the Employer:

- Employee number, if applicable
- Full name (Last/First initials)
- Full address, (including City and Postal code)
- Telephone number
- Date of hire
- Rate of pay
- Classification
- Employee status
- Union dues deducted (Rationale if dues not deducted)
- Total dues deducted
- Initiation fees deducted
- The list will also advise the Bargaining Agent and the effective date

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

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

7.06 The Employer agrees to provide each new Bargaining Unit employee with a copy of the Collective Agreement and a copy of the Union's Membership form. The Union shall be responsible for supplying the Employer with the Union membership forms. The Steward will be invited to attend the employee orientation meeting.

ARTICLE 8: APPOINTMENT OF STEWARDS

8.01 The Employer acknowledges the right of the Bargaining Agent to appoint employees as Chief Steward, Stewards and Alternate Stewards. The Bargaining Agent agrees to exclude employees who are serving members of the Canadian Armed Forces and subject to the *National Defence Act*, Code of Service Discipline from any/all Union offices. The number of Stewards appointed shall be limited to one (1) per outlet.

8.02 The Employer and the Bargaining Agent shall determine the jurisdiction of each Steward, 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 Bargaining Agent shall notify the Employer promptly and in writing of the names and jurisdiction of its Stewards.

ARTICLE 9: LEAVE FOR STEWARDS & ACCESS TO PREMISES

9.01 A Steward shall obtain the permission of **their** manager before leaving **their** work to investigate employees' complaints, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such

permission shall not be unreasonably withheld. Where practicable, the Steward shall report back to **their** manager before resuming **their** normal duties.

9.02 A Steward will not receive pay for the time spent investigating complaints during **their** regular scheduled time off.

9.03 The Employer agrees that representatives of the Bargaining Agent will be granted access to the Employer's premises upon request and following the consent of the Employer. Such request shall be made twenty-four (24) hours in advance to the **local HR Manager or local Senior Manager of the outlet**. The purpose of such access is for the observance of working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

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

b. Subject to availability the Employer may provide a room on the Employer's premises for the use of the Bargaining Agent's representatives.

9.05 The Union shall notify the Employer promptly and in writing of the names and positions of its representatives.

ARTICLE 10: HEALTH AND SAFETY

10.01 The Employer agrees to maintain reasonable provisions for the safety of its employees during the hours of employment and to provide an accident prevention program. The Employer and the Bargaining Agent recognize that the environmental standards are those issued under Part II of the *Canada Labour Code* as may be amended from time to time and as interpreted by the Wing General Safety Officer.

10.02 It is the responsibility of the employee to observe the safety rules, to wear and use safety equipment according to instructions and to immediately advise **their** supervisor of any unsafe working conditions. Situations, which are not promptly resolved, shall be reported to the Wing General Safety Officer and dealt with by the NPF Safety Committee.

10.03 Members of the Bargaining Unit who attend safety meetings, called by the Employer, shall be paid for all such time under the terms of the Collective Agreement.

10.04 **An annual allowance of two hundred and fifty (\$250) dollars** 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

or where required by the Employer. The allowance shall be paid annually upon presentation to the Employer of a valid sales receipt confirming the employee's purchase of safety footwear.

ARTICLE 11: HOURS OF WORK

11.01 The normal hours of work shall not exceed eight (8) hours in a day and forty (40) hours in a week exclusive of unpaid meal periods. A week shall include a period of seven (7) consecutive days starting at 0001 hours Monday morning and ending the following Sunday night at 2400 hours. This shall not be construed as guaranteeing an employee minimum or maximum hours of work per day or week.

11.02 Once in every three (3) week period, full-time employees shall be scheduled two (2) consecutive days off, which shall be either a Friday and a Saturday, Saturday and a Sunday or a Sunday and a Monday combination. This is a minimum standard and not a maximum.

11.03 A work schedule shall be posted in each outlet on the employee's bulletin board by each Thursday noon showing the scheduled daily working hours for each employee covered by this Agreement for the following week. No change shall be made in such schedule except for circumstances beyond the control of the Employer. In this instance, the change in schedule would apply to the area of the operation where the problem arose and affect only those employees. When such changes are necessary the employees will be given notice as far in advance as possible. If a schedule is not posted by Thursday noon, the schedule for the previous week will apply.

11.04 Meal periods shall be provided as follows:

- a. Employees working five (5) consecutive hours or more are entitled to an uninterrupted, 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 midpoint of the work period as possible.
- b. **An employee will not be required to work during their meal period. If due to operational requirements an employee is required to work during their meal period, the employee will be paid for that period at the applicable rate of pay.**

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

- a. Employees advised by the Employer, less than four (4) hours prior to the start of their shift, not to report to work, will be paid three (3) hours pay at straight time hourly rate, or, by mutual agreement and subject to operational requirements, rescheduled to work alternate hours; and
- b. Employees who are at work and are sent home by the Employer will be paid for the balance of their scheduled work day at their regular rate of pay.

11.06 Full-time employees shall not be scheduled to work a split shift unless otherwise mutually agreed.

11.07 There shall be a minimum of ten (10) hours from the time an employee concludes one (1) scheduled work shift and commences the next scheduled work shift, unless otherwise mutually agreed.

11.08 In the event employees wish to change a shift with another employee in the same job title, in the same outlet, they shall first submit such request in writing to the supervisor. Should the request be granted, the Employer shall not be liable for any claims of non-compliance with Article 11.03 of the Agreement, resulting from the shift change.

11.09 Any member of the Bargaining Unit called in to work or called back to work and actually reports shall receive a minimum of three (3) hours pay at the applicable rate of pay.

11.10 Employees in the Bargaining Unit shall not be scheduled for shifts of less than three (3) hours unless otherwise mutually agreed.

11.11 Each employee shall be granted a rest period of fifteen (15) minutes during each period of work of three and one-half (3¹/₂) hours in their normal workday. In those operations which employ only one (1) person, **they** shall be compensated at the normal rate of pay if **they are** unable to take an uninterrupted rest period. Wherever possible rest periods shall not be allocated within one (1) hour of a meal period or within one (1) hour of starting or quitting time.

11.12 Weekly available hours of work within the employee's outlet shall be scheduled to the most senior employee first and thereafter in decreasing order of seniority, providing the employee has the qualifications, experience, skills and abilities to perform the work required and is available and willing to work the hours.

Employees are required to provide their availability at least five (5) days prior to the schedule being posted.

11.13 Employees in the Bargaining Unit who request additional hours shall be offered any available additional hours in their outlet based on seniority provided the work falls within their job title, they have the qualifications, experience, ability, and skill to do the job required and provided the additional hours do not result in overtime, do not conflict with existing schedules, and the additional hours do not result in a change of status of an employee. Hours scheduled for NPF functions are considered as available additional hours.

11.14 During the term of this Agreement, the Parties agree that when a part-time employee is scheduled to work a split shift, they may advise their supervisor, upon posting of the work schedule, that they do not wish to work the split shift, and waive their entitlement to the hours scheduled. The Employer will then be entitled to schedule the split shift as it deems appropriate.

ARTICLE 12: OVERTIME

12.01 When an employee is required to work in excess of eight (8) hours in a day or forty (40) hours in a week **they** shall be paid for the overtime at a rate of pay not less than one and one-half times ($1\frac{1}{2}x$) **their** regular rate of pay.

12.02 Overtime shall be compensated in money except where on request of an employee and with the approval of the Employer overtime may be compensated in equivalent leave with pay.

An employee may only take accumulated compensatory leave up to a maximum of forty (40) hours. All hours worked 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 facility, which requires the work provided the employee is in the job category for the nature of the work required and is capable of performing the work. If no employee wishes to work the overtime, the Employer shall assign the work to a junior employee who is capable of performing the work.

12.04 When an employee is required to work seven (7) consecutive days **they** shall be paid at a rate of pay not less than two times (2x) **their** regular rate for the seventh (7th) day.

ARTICLE 13: SENIORITY

13.01 Definitions

- a. Full-time seniority shall be defined as the total length of continuous full-time employment in the Bargaining Unit covered herein. An employee's seniority as a full-time employee shall date from the employee's first day of continuous full-time work in the Bargaining Unit;
- b. Part-time seniority shall be defined as total length of continuous part-time employment in the Bargaining Unit covered herein. An employee's seniority as a part-time employee shall date from the employee's first day of continuous part-time work in the Bargaining Unit. A part-time employee who is selected for a full-time position will be credited with half of their part-time seniority to a maximum of two (2) years.
- c. Probationary employees shall have no rights under the seniority provision of this Agreement during the probation period outlined in Article 3.01(c). The seniority of a full-time or part-time probationary employee who has completed **their** probation period to the satisfaction of the Employer will be dated from the first day of the probationary period which is the first day of continuous full-time or part-time work in the Bargaining Unit;

- d. Probationary employees will not be permitted to apply for another position during the probationary period defined in Article 3.01(c).
- e. The Bargaining Unit shall be divided into the following operations called outlets:

CANEX Retail Store
Annapolis Mess
Curling **Centre**
Arena
Bowling Alley
Fitness & Sports Center
Community Recreation Center
Lake Pleasant **Campground**
5 CDSB Gagetown Det. Aldershot (Mess)
5 CDSB Gagetown Det. Aldershot (Fitness Centre)
Outdoor Facilities

13.02 Loss, Accrual and Retention of Seniority

An employee will lose **their** seniority rights under this Agreement and **their** services will be terminated if:

- a. **they** voluntarily leaves **their** employment with the Employer;
- b. **they are** discharged for cause;
- c. 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;
- d. **they have** been laid-off for a continuous period of **twelve (12)** months;
- e. **they have** been laid-off and **are** recalled to work and fail to return to work or to give in writing valid reasons for **their** inability to do so within three (3) working days of the date **they** had been requested by the Employer, in writing by registered mail **or email**, 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, email and telephone number;
- f. **they** overstay a period of leave granted by the Employer in accordance with Articles 15 and 16 without securing an extension of such leave;
- g. **they** absent **themselves** from **their** work for more than three (3) working days without securing leave in accordance with Articles 15 and 16 or without producing evidence of a valid reason satisfactory to the Employer. It is understood and agreed that this Article does not permit or sanction absences of three (3) days or less without reasons satisfactory to the Employer.

If a term employee is rehired by the Employer to a position in the Bargaining Unit within twelve (12) months of the date that the employees "term" employment ended,

the employee will be credited with one half ($\frac{1}{2}$) of their term employment period to a maximum of two (2) years for seniority purposes.

13.03 Seniority Lists

Separate seniority lists for full-time and part-time employees shall be posted twice per year. The seniority date for each employee shall be considered correct if no objection is made within three (3) weeks of the first day of posting of the initial list on which the employee's name appears. Copies of these seniority lists will be provided to the Bargaining Agent.

13.04 Lay-off and Recall from Lay-Off

The change of employment status from full-time to part-time, lay-off and recall from lay-off shall be by outlet. Employees in the outlet shall be selected in accordance with their seniority within the Bargaining Unit. Senior employees have preference over junior employees provided the senior employee has the qualifications, experience, ability, and skill to do the job required.

13.05 a. When a full-time employee is laid off in accordance with Article 13.04 and there is part-time work available in **their** outlet **they** shall be offered the part-time work provided **they have** the qualifications, experience, ability, and skill to perform the work. If **they** accept the part-time work **they** shall receive the rate of pay of the job in which **they are** placed. A full-time employee who accepts or rejects part-time work shall be retained on the lay-off list and shall be eligible for recall to a full-time position for a period of **twelve (12)** months in accordance with the provisions of this Article.

b. A full-time employee who is given part-time status in accordance with Article 13.05(a) 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 either the choice of accepting severance pay and termination of employment, or of converting to part-time status with the maintenance of all seniority accrued as a full-time and part-time employee.

13.06 Job Vacancies

Vacancies within the Bargaining Unit created by the resignation or retirement of an employee or the creation of a new position will be filled first, on the basis of seniority, by recalling employees on the lay-off list of the outlet concerned provided **they are** of the same classification level or higher than the classification level of the vacant position and provided **they have** the necessary qualifications, experience, ability, and skill to do the job required. Subject to the appropriate approvals job vacancies shall be posted within seven (7) days.

13.07 Vacancies within the Bargaining Unit, which cannot be filled in accordance with Article 13.06 will be filled as follows:

- a. the opening will be posted on bulletin boards for five (5) working days. The poster shall indicate the job title and job description, rate of pay, the approximate starting date and qualifications required;

- b. for the purposes of applying this sub Article the following order of precedence applies:
 - (1) applicants within the outlet who are of the same job title,
 - (2) applicants within the outlet who are of other job titles,
 - (3) applicants within the Bargaining Unit outside the outlet concerned, and
 - (4) applicants outside the Bargaining Unit.

13.08 Selection

Selection of the applicant will be determined by the Employer by considering qualifications, experience, ability, and skill to perform the job. When these considerations are judged to be relatively equal the employee with the greatest seniority will be selected.

13.09 Precedence

A full-time employee shall have preference over a part-time employee provided the full-time employee has the qualifications, experience, skill, and ability to do the job to the satisfaction of the Employer.

13.10 Assessment

- a. Employees selected to fill a vacancy will be appointed for an initial assessment period. The duration of the assessment period will not exceed four (4) months for supervisory positions and three (3) months for non-supervisory positions. If, during the assessment period, the Employer determines that the employee has not performed the duties and responsibilities to the satisfaction of the Employer, the employee will be removed from the job and will be reassigned to **their** former position or to a position equivalent to **their** former position.
- b. Employees selected by competition to fill a vacancy will not be permitted to apply for another position during the assessment period.
- c. If, during the first thirty (30) days of the assessment period the employee does not wish to continue in this position, the employee will be removed from the job and reassigned to **their** former position or equivalent.
- d. Employees selected to fill a vacancy for a supervisory position who have completed the assessment period, will not be permitted to apply for another position for a period of six (6) months from the first (1st) day after completion of the assessment period.

13.11 Grievances

Only an employee who applied and was not selected may submit a grievance regarding the filling of a vacancy. The grievance must be submitted within the five (5) working days following the day on which the candidates were advised of the name **results**.

13.12 A full-time employee who accepts part-time work in accordance with the provisions of Article 13.04 and 13.05 may continue the benefits listed in Article 19.02 for a period of **twelve (12)** months. The employee will be responsible for both the employee and the Employer share of the premiums.

13.13 Seniority Lists

As provided in Article 13.03, the Employer is required to post separate seniority lists for full time and part time employees twice per year. The Employer will make its best efforts to keep a copy of the current seniority lists posted, and shall ensure that copies of the most recent seniority lists are available at the NPF Human Resources Office.

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. Victoria Day
- e. Canada Day
- f. First Monday in August
- g. Labour Day
- h. National Day for Truth and Reconciliation**
- i. Thanksgiving Day
- j. Remembrance Day
- k. Christmas Day
- l. Boxing Day

In the event that the Federal government declares a statutory holiday not listed in the above the holiday shall be recognized and will be added to this Article.

14.02 A full-time employee is entitled to designated holidays with pay listed in Article 14.01 when:

- a. **they** work **their** scheduled day before and **their** scheduled day after the designated holiday, unless the absence is due to provable personal injury or illness, or other reasons satisfactory to the Employer.
- b. **they have** been employed with the Employer a minimum of thirty (30) calendar days; and

c. **they are** not on an authorized leave of absence without pay.

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

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

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

14.05 When a designated holiday falls on a day that is a non-working day for a full-time employee, the employee is entitled to and shall be granted another day off with pay at a time convenient to the employee and the Employer within sixty (60) days of the holiday. This may be by way of addition to **their** annual vacation period provided it is applied for within the sixty (60) day period.

Part-time employees

14.06 **Part-time employees shall be paid four-point-six percent (4.6%) of their gross regular earning as a designated holiday pay every pay period. If a part-time employee works on a designated holiday, the employee will be paid at the rate of one and one-half times ($1\frac{1}{2}x$) their rate of pay for the hours worked on that day.**

ARTICLE 15: VACATION LEAVE

15.01 Full-time employees are entitled to and shall be granted a paid vacation at the normal rate of pay for the period involved. The vacation entitlement shall be as follows:

<u>Continuous Full-Time Employment</u>	<u>Entitlement</u>
In the 1 st year	10 working days
In the 2 nd to 6 th year	15 working days
In the 7 th to 15 th year	20 working days
In the 16 th to 17 th year	23 working days
In the 18 th to 26 th year	25 working days
In the 27 th year	27 working days

In the 28th year

30 working days

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

15.03 An employee is entitled to vacation leave with pay up to the extent of **their** earned credits, subject to Employer approval.

15.04 Employees are expected to take all their vacation leave during the vacation year in which it is earned. When in any vacation year due to exceptional circumstances, an employee has not been granted all of the vacation leave credited to **them**, the unused portion of **their** vacation leave may be carried over, to a maximum of five (5) days into the following vacation year with the approval of the Employer. Applications for vacation carry-over shall be submitted in writing by 1 November and shall be dealt with within fourteen (14) days of receipt.

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

15.06 On termination of employment the employee 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 hourly rate of pay.

15.07 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.

15.08 Subject to operational requirements, the Employer may schedule the working day prior to the commencement of an employee's vacation period as the employee's working day off.

15.09 An employee shall give the Employer at least one (1) month's notice either in Workforce or in writing regarding the actual dates on which **they** desire to take a vacation of five (5) or more working days. Leave for shorter periods may be granted provided sufficient notice is given.

15.10 The vacation schedule shall be posted prior to the vacation period and such vacations will be granted on the basis of seniority by outlet. A senior employee will not be able to request a holiday period already selected by an employee whose vacation request was approved by the Employer. The Employer may restrict the approval of vacation leave to ten (10) working days per employee during the normal vacation period which commences on May 31 and ends on September 30. This in no way precludes an employee from requesting leave outside the normal vacation period. If the Employer determines that the requested vacation will not interfere with proper operation of the outlet, the request shall be approved.

15.11 When designated holidays as defined in Article 14.01 falls within the employee's paid vacation period, the employee will be permitted to either take the equivalent extra days of vacation with pay consecutive with **their** vacation or take the equivalent days of vacation at a time mutually agreed upon.

15.12 If a full-time employee becomes sick while on vacation leave and submits a doctor's certificate covering the period of sickness, **they** shall have the vacation for the period covered by the certificate converted to sick leave. The days of vacation lost as a result of the sickness shall be re-credited to **their** vacation record.

15.13 The vacation leave entitlement of an employee who has completed five (5) years of continuous part-time service and whose status is changed from part-time to full-time will be based on the total completed years of employment as a part-time and full-time employee. If **they** have completed less than five (5) years of part-time service **they** may count one-half (½) of **their** previous service towards **their** vacation entitlement.

15.14 Part-time employees shall be paid vacation pay as follows:

<u>Continuous Part-time Employment</u>	<u>Entitlement</u>
In the 1 st year	4% of yearly gross income
In the 2 nd to 6 th year	6% of yearly gross income
In the 7 th to 15 th year	8% of yearly gross income
In the 16 th to 17 th year	9.2% of yearly gross income
In the 18 th to year 26 th	10% of yearly gross income
In the 27 th year	10.8% of yearly gross income
In the 28 th year	12% of yearly gross income

15.15 Upon written request, a part-time employee may be granted time off for vacation purposes, without pay, based on the vacation entitlement in accordance with Article 15.01. 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. Upon written request submitted to the Human Resources Office, part-time employees shall be paid out up to twice yearly of each calendar year.

ARTICLE 16: LEAVE GENERAL

16.01 Sick Leave Plan

Full-time employees who are medically unable/unfit to work because of non-occupational illnesses or injuries are entitled to take up to seventeen (17) consecutive weeks of sick leave at full pay upon commencement of employment.

Full-time employees must contact their manager prior to their start time on the first day of absence to notify them of the absence and the expected return date.

For absences of five (5) days or less, a full-time employee may be required by the Employer to provide, at their own expense, a medical certificate, originally dated and signed by a physician that confirms that they were medically unable to work during the period in question.

If the absence is expected to be in excess of five (5) consecutive working days, full time employees are to follow the Return to Work Support Program (RTWSP) requirements.

When the full-time employee is eligible to receive income replacement benefits from a third party source (for e.g. provincial, WCB, or private car insurance, crime victims compensation, etc.) while on sick leave, they must:

- (a) notify the Employer of this possibility and must apply for such income replacement benefits, and**
- (b) notify the Employer if they receive income replacement benefits from a third party source while on sick leave in order for paid sick leave to be offset/reduced accordingly.**

Managers and the full-time employees may refer to the Return to Work policy currently in force, which may be amended at any time by the Employer and the Employment Accommodation policy for additional information on absences relating to non-occupational illnesses and injuries.

Full-time employees on leave without pay (including pregnancy or parental leave) are not eligible for paid sick leave.

REINSTATEMENT OF SICK LEAVE

A full-time employee who:

- (a) was on an approved leave without pay will have their full paid sick leave benefits reinstated once the full-time employee returns to regular full-time employment (i.e. full duties, full hours) for five (5) consecutive working days;**
- (b) has taken less than seventeen (17) weeks of sick leave for an illness/injury will have their full paid sick leave benefits reinstated after they have returned from sick leave to regular full-time employment (i.e. full duties and full hours) for fourteen (14) consecutive working days for the same illness/injury or five (5) consecutive working days for a new illness/injury;**

(c) has taken seventeen (17) weeks of sick leave for an illness/injury will have their full paid sick leave benefits reinstated after they have returned from sick leave or Long Term Disability (LTD) to regular full-time employment (i.e. full duties, full hours) for seventeen (17) consecutive weeks for the same illness/injury or five (5) consecutive working days for a new illness/injury.

Part time employees may be granted up to a maximum of sixteen (16) hours of paid sick leave per fiscal year

Sick leave may be taken in hourly increments.

Sick leave is not cumulative from year to year, nor does it have any cash value.

LONG TERM DISABILITY

If a full-time employee has exhausted their sick leave benefits under this Article and remains medically unable to work due to the same illness/injury, they may be eligible for Long Term Disability (LTD) benefits provided that they meet the eligibility criteria of the LTD Program.

Length of service and seniority continues to accrue during approved absences of Long Term Disability.

Vacation accrual is suspended while an employee is on LTD. Vacation accrual will be reinstated once the full-time employee completes the progressive re-turn to work program and returns to regular full-time employment (i.e. full duties, full hours).

Accumulated vacations balances may be paid out at the request of the full-time employee either at the end of the sick leave period or during the period of LTD. The Employer may also initiate a vacation payout if it is unlikely the full-time employee will return to work.

A full-time employee is not eligible to take vacation days in order to delay the commencement of the LTD benefit.

Pregnancy Leave without Pay

16.02 **Pregnancy Leave without Pay**

For clarity, Pregnancy leave only applies to the employee that actually gives birth.

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

- (a) an employee who provides the Employer with a certificate from a qualified health care provider attesting that they are pregnant is entitled up to seventeen (17) weeks, which leave may commence no earlier than twelve (12) weeks prior to the estimated date of delivery and end no later than seventeen (17) weeks following the actual day delivery;
- (b) The end of the pregnancy leave can be extended depending on unique circumstances such as the hospitalization of the newborn. Employee must consult the Canada Employment Insurance program for more information on eligibility and inform their local HR Office if they are approved for another type of leave under the Employment Insurance program.

16.03 Pregnancy Leave Allowance

An employee who has been granted pregnancy leave shall be paid a pregnancy leave allowance provided they meet the following eligibility requirements:

- (a) they have completed six (6) months continuous employment before the commencement of their pregnancy leave;
- (b) following their pregnancy leave and/or parental leave, the employee must return to work for a period of time equal to the 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.

An employee who meets the requirements outlined at Article 16.03 above, shall receive the pregnancy leave allowance and the payments will be based on the employee's regular average earnings in a two (2) week period:

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

Employees who receive the pregnancy leave allowance but are unable to return to work for the period equal to their pregnancy leave allowance, they will

be indebted to the Employer for the percentage of the allowance determined prorated to the number of weeks worked after their return.

If the employee has been posted to another location due to their spouse being transferred will not be indebted to the Employer for the amount of the pregnancy leave allowance.

16.04 Parental and Adoption Leave without Pay

Where an employee has or will have the actual care and custody of their 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;

The leave period may commence as the employee elects:

- (a) in the case of the employee who gives birth, on the expiration of any leave of absence taken for pregnancy purposes, or on the day the child is born or comes into the employee's care and custody;
- (b) in the case of the spouse acknowledged on the birth certificate, on the expiration of the employee's pregnancy leave;
- (c) in the case of adoptive spouses, on the day the child is born or comes in their actual care.

The combined amount of parental or adoption leave that may be taken by two (2) SNPF employees will not exceed sixty-three (63) weeks.

An employee is to give at least four (4) weeks' notice in writing of the intent to take parental or adoption leave and any change in length of leave intended to be taken.

16.05 Pregnancy, Parental and Adoption Leave

The employee shall along with the request for pregnancy, parental or adoption leave without pay, notify the Employer in writing of the options concerning their 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, parental or adoption leave, the Employer will continue to pay its applicable share of the premiums and contributions.

An employee will not be entitled to receive pensionable service for any periods of leave in which they have not made pension contributions.

An employee returning from pregnancy, parental or adoption 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 unless other arrangements have been agreed to by all parties concerned. If during the period of leave the pay and benefits of the group to which the employee belongs are changed, the employee is entitled upon return from leave, to receive the same pay and benefits that the employee would have received had the employee been working when the change occurred.

Length of service and seniority continues to accrue during absences on pregnancy, parental or adoption leave.

16.06 Bereavement Leave

An employee will be given leave with pay for five (5) days immediately following the death of a member of their immediate family and for one (1) day in the case of a distant relative.

In addition, the employee may be granted up to two (2) days leave with pay for the purpose of travel related to the death.

If required, one or more days referred to in this Article can be carried forward to the day of cremation or burial if such an event is to occur at a later date, on the condition that the leave does not extend beyond the day following the cremation or burial.

For the purposes of this Agreement, immediate family will comprise anyone of the following:

- (i) parents (or alternatively, step-parents or foster parents),**
- (ii) siblings,**
- (iii) father-in-law, mother-in-law, spouse (including common-law spouse resident with the employee),**
- (iv) child (including child of common-law spouse, as well as step-child or ward of the employee),**
- (v) brother-in-law or sister-in-law, son-in-law or daughter-in-law,**
- (vi) grandchildren, and grandparents,**
- (vii) or any relative permanently residing in the employee's household or with whom the employee resides.**

For the purposes of this Article, distant relative will comprise any of the following:

- (i) aunt, uncle,
- (ii) niece, nephew.

Should the periods mentioned above contain one (1) or more non working days (for example, Sunday or day off), the employee may claim leave with pay only for the actual days of work they will have missed.

It is recognized by the parties that the circumstances that call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different from that provided for in this Article.

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.

16.07 Court Leave

In the event an employee is summoned for jury duty, or 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 this 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 **they** would have earned had **they** worked on the day **they** were required to appear as a witness. This does not apply if the employee is excused from witness duty for the rest of the day or days and falls to report

back to work, or if the witness duty occurs on the employee's regular scheduled day off. The employee must promptly notify the Employer that **they** have been summoned as a witness.

16.08 Leave of Absence without Pay

An employee may be granted a leave of absence without pay provided **they** receive permission in advance from the Employer in writing. Such leave of absence will not be unreasonably withheld. Under no circumstances shall any leave of absence be approved for a period in excess of twenty-four (24) months. The employee shall be restored to **their** former position or to a similar position at the then prevailing wage rate at the expiration of the leave of absence, and must give written warning to the Employer at least two (2) weeks prior to their intended return date. An employee's seniority shall cease to accrue when on any leave of absence without pay in excess of four (4) weeks with the exception of lay-off periods and leave granted under 16.02. An employee requesting leave of absence without pay shall first use up any accrued paid vacation leave. It is recognized that the period of vacation leave will not reduce the amount of LWOP that the employee may request under this provision (i.e. the employee may request up to **twenty-four (24)** months of LWOP in addition to the vacation leave **they** take under this provision).

16.09 Family Related Leave

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

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

- (g) 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.
- (h) The total leave with pay, which may be granted under clause (a), (b), (c), (d), (e), (f) and (g) above shall not exceed five (5) working days in any fiscal year

For the purposes of this Article family is defined as spouse (or common-law spouse resident with the employee), dependent children, grandchildren, parents, including step-parents or foster parents; and any relative permanently residing in the employee's home or with whom the employee permanently resides.

16.10 Military Leave

An employee may be granted leave of absence without pay during the period that, as a member of the Reserve, the employee is required to be absent from their position for annual training, attending essential service parades, on duty necessitated by the declaration of a disaster pursuant to section 34 of the *National Defence Act*, on duty with **their** unit to combat a local emergency such as flood or fire when a disaster has not been declared, on duty or reserve training pursuant to section 33 of the *Act*, or for taking a prescribed course for the purpose of qualifying for a higher rank.

Length of service continues to accrue during absences on military leave.

An employee may continue group benefits coverage provided the employee pays **their** share of contributions; the Employer shall continue to pay its share of contributions. The employee shall be restored to **their** former position at the then prevailing rate of pay at the expiration of leave.

Union Training/Education Leave without Pay

16.12 An employee shall be granted a leave of absence to attend Union training or education activities, subject to Article 16.12. Where the leave of absence is less than two (2) weeks the Employer shall continue to pay its share of benefit premiums, should the employee elect to continue coverage.

16.13 Personal Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, an employee shall be granted, in each fiscal year, a single period of leave with pay equal to their normal scheduled day of work for reasons of a personal nature.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

16.14 For each routine medical appointment, a pregnant employee will be granted up to three decimal seven five (3.75) hours of reasonable time off with pay.

16.15 Compassionate Care Leave

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

If an employee elects to keep their pension or insured benefits while on Compassionate Care Leave without pay and pays their portion of the pension contributions and/or benefits premiums, the Employer will continue to pay its portion of the pension contributions and/or benefits premiums.

An employee shall, along with the request for Compassionate Care leave, notify the Employer in writing of the options concerning the pension and group benefits coverage.

- (b) An employee returning from Compassionate Care leave shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the same location, with not less than the same pay and benefits. If during the period of leave, the pay and benefits of the group to which the employee belongs are changed, the employee is entitled, upon return from leave, to receive the same pay and benefits that the employee would have received had **they** been working when the change occurred. An employee on leave will be notified in writing if such a change took place.

Length of service continues to accrue during absences on Compassionate Care leave.

16.16 **Domestic Violence Leave**

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

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

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

f) to prepare for legal proceedings (civil or criminal).

This leave will not exceed five (5) paid shifts in any fiscal year, at times convenient to the employee.

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

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

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

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

ARTICLE 17: GRIEVANCE PROCEDURES

17.01 The purpose of any grievance procedure is to maintain good relations between employees, Union and the Employer 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 includes 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, in the presence of **their** full-time Union Representative or Steward. If the employee is not satisfied with the result of such discussions, a formal grievance may then be presented.

17.03 The grievance procedure consists of three (3) levels. The Employer shall designate a senior representative for the first, second **and third** levels and shall inform the Union, of the name, title and address of the person so designated. This information shall be communicated to employees by means of notices posted by the Employer on the Union bulletin board.

17.04 Subject to and as provided in Part II of the *Federal Public Sector Labour Relations Act*, as may be amended from time to time, an employee who feels that **they** have been treated unjustly or considers **themselves** aggrieved by the interpretation or

application of the Collective Agreement or arbitral award, or by any matter affecting the terms and conditions of **their** employment other than a matter arising from the classification process, is entitled to present a grievance in the manner prescribed in Article 17.10 except that,

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

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

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

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

17.08 An employee has the right to be represented by **their** full-time Union Representative or Steward in the grievance procedure at any level and at either, or both, the informal discussion (oral complaint) stage, or when the formal written grievance is being considered.

17.09 The full-time Union Representative, at the request of an employee/group of employees who has presented a grievance, **their** full-time Union Representative or Steward shall have the right to consult with the person designated to reply on the Employer's behalf at any level in the grievance procedure. At levels other than the final level, the request for consultation may be made orally.

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

- a. at the first level of the grievance procedure where the grievance does not relate to disciplinary action resulting in the discharge of the employee; and
- b. at the final level of the grievance procedure where the grievance relates to disciplinary action resulting in the discharge of the employee. Any levels in the grievance procedure, except the final level, may be by-passed by the mutual consent of the Employer, the employee/group of employee's and the full-time Union Representative or Steward.

17.11 An individual grievance, or a group grievance shall be presented by an employee:

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

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

17.12 When an employee, or the Union on behalf of the employees 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) days after the date on which the response was conveyed to the employee or the Union on behalf of a group of employees in writing by the Employer.

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

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

17.15 The time limits stipulated in the grievance procedure may be extended by mutual agreement between the Employer, the grievor, and the full-time Union Representative or Steward.

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

17.17 An employee or the Union on behalf of a group of employee's may abandon a grievance at any stage in the process by written notice to the officer who is designated to receive and to reply on behalf of the Employer at Level One of the grievance process.

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

17.19 Where an employee or the Union on behalf of a group of employee's has presented a grievance up to and including the final level with respect to disciplinary action resulting in discharge, suspension or a financial penalty, and the grievance has not been dealt with to the employee's/group of employee's satisfaction, **they** may refer the grievance to adjudication in accordance with the provisions of the *Federal Public Sector Labour Relations Act* and Regulations as may be amended from time to time.

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

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

17.21 The Union may refer to adjudication any group grievance that has been presented up to and including the final level of the grievance process and that has not been dealt with to its satisfaction.

ARTICLE 18: PAY

18.01 An employee 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. On promotion to a higher pay level an employee shall be paid in accordance with **their** length of service.

18.02 When an employee is required in writing by the Employer to temporarily perform the duties of a higher classification in the Bargaining Unit for one (1) or more consecutive working days, **they** shall be paid as if **they have** been appointed to that higher classification level for that period from the first (1st) day. In that case, for the period of the acting appointment, the employee shall be paid a rate of pay in pay level of that higher classification that results in a pay increase of at least five percent (5%), or at the last step of that pay level if this results in a pay increase of less than five percent (5%). When an employee is required by the Employer to temporarily perform the duties of a lower classification, **they** shall be paid the rate of pay for **their** regular position.

- a. When an employee is given an acting appointment in writing by the Employer to a CAT I position in a higher classification outside the Bargaining Unit for less than thirty (30) consecutive days, the employee shall remain a member of the Bargaining Unit and **their** status and terms and conditions of employment, excluding **their** pay, shall remain unchanged. For the period of the acting appointment, the employee shall be paid a rate of pay in the pay level of the acting position that results in a pay increase of at least five (5%), or at the last step of that pay level if this results in a pay increase of less than five (5%).
- b. When an employee is given an acting appointment in writing by the Employer to a CAT I position in a higher classification outside of the Bargaining Unit for thirty (30) or more consecutive days, for the period of the acting appointment the employee will cease to be a member of the Bargaining Unit and **their** status and terms and conditions of employment shall be those of the acting position. Effective the first day of the acting appointment, the employee shall be paid a rate of pay in the pay level of the acting position that results in a pay increase of at least five (5%), or at the last step of that pay level if this results in a pay increase of less than five (5%). At the conclusion of the acting appointment, the employee's status and terms and conditions of employment, including **their** pay, shall revert to those of **their** substantive position. Notwithstanding the above, during the period of the acting appointment the employee shall continue to accrue their seniority and union dues shall continue to be deducted from their salary.
- c. When an employee is given an acting appointment in writing by the Employer to a CAT II position for less than thirty (30) consecutive days, the employee shall remain a member of the Bargaining Unit and **their** status and terms and conditions of employment, excluding **their** pay, shall remain unchanged. For the period of the acting appointment, the employee shall be paid the greater of either the salary range minimum of the CAT II position or **their** substantive salary plus five percent (5%) of the salary range maximum of the CAT II position, without exceeding the salary range maximum.
- d. When an employee is given an acting appointment in writing by the Employer to a CAT II position for thirty (30) or more consecutive days, for the period of the acting appointment the employee will cease to be a member of the Bargaining Unit and **their** status and terms and conditions of employment shall be those of the acting position. Effective the first day of the acting appointment, the employee shall be paid the greater of either the salary range minimum of the CAT II position or **their** substantive salary plus five percent (5%) of the salary range maximum of the CAT II position, without exceeding the salary range maximum. At the conclusion of the acting appointment, the employee's status and terms and conditions of employment, including **their** pay, shall revert to those of **their** substantive position. Notwithstanding the above, during the period of the acting appointment the employee shall continue to accrue their seniority and union dues shall continue to be deducted from their salary.

18.04 An employee shall not be paid less than the federal or provincial minimum hourly rate of pay whichever is greater.

ARTICLE 19: CONSULTATION

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

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

ARTICLE 20: EMPLOYEE FILES

20.01 A written copy of all disciplinary actions taken by the Employer regarding the conduct of an employee that becomes part of an employee's personnel file will be given to the employee concerned. The Steward or, if unavailable, another employee will be present at disciplinary hearings or verbal warnings unless the employee requests that the Steward or other employee does not attend. After the Employer becomes aware of the occurrence of an alleged act of misconduct, the Employer shall notify the affected employee within ten (10) business days of any potential disciplinary action. Furthermore, the Employer shall proceed with an investigation and imposition of disciplinary measure (if appropriate) without unreasonable delay.

20.02 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after eighteen (18) months has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

Upon expiry of the eighteen (18) month period, should no further discipline have been issued, the employee shall be advised in writing/by e-mail confirming that the letter has been destroyed from their personnel file.

20.03 Since annual performance evaluation reports are not disciplinary documents they are exempt from the provisions of this Article. A copy of the annual performance evaluation report shall be supplied to employees upon request.

20.04 An employee's job description shall be supplied to **them** at the time of hire, upon request to the Human Resources Office, or when it is amended.

20.05 Upon written request submitted twenty-four (24) hours in advance to NPF Human Resources Manager, an employee will have visual access to **their** own personnel file not more than three (3) times per year.

20.06 The Employer agrees to review all Bargaining Unit job descriptions for accuracy on a regular basis, and in any event at least once every two (2) years.

ARTICLE 21: CREATION OF A NEW JOB

21.01 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.

ARTICLE 22: BULLETIN BOARDS

22.01 The Employer agrees to provide bulletin boards in a place accessible to the employees for the use of the Bargaining Agent to post notices of interest to its members.

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

ARTICLE 23: REST ROOMS

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

ARTICLE 24: UNIFORMS

24.01 Uniforms required by the Employer shall be furnished to the employee by the Employer without charge.

ARTICLE 25: MEETINGS

25.01 Members of the Bargaining Unit who attend meetings, called by the Employer, shall be paid for all such time at **their** regular rate of pay.

ARTICLE 26: SHORTAGES POLICY

26.01 Shortages that occur to Non-Public Fund property, stock or cash shall be recovered in accordance with the following:

- a. Employees assigned responsibility for, and who have sole control and access to non-public fund property, stock or cash, will be required to reimburse the Employer for any shortages that occurred during the period that the employee had such responsibility, control and access.
- b. Any recovery of shortages that occur in situations where two (2) or more employees are assigned responsibility for, and have access to non-public fund property, stock or cash, will be limited to such amounts as can be found to have been caused by a particular employee. Only the employee found responsible will be required to reimburse the Employer for the shortage.
- c. Employees who have been assigned responsibility and control of non-public fund property, stock or cash shall not avoid this obligation to reimburse the Employer for shortages solely because they permitted some other person access to the NPF property, stock or cash.
- d. 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.

ARTICLE 27: SEVERANCE PAY

27.01 Full-time and part-time employees whose employment is terminated by the Employer for the following administrative reasons which are beyond the control of the employee are entitled to severance pay and notice or salary in lieu of notice. Term Employees are not entitled to receive notice or severance pay when their employment ends due to the expiry of their fixed term(s) of employment or when it otherwise ends in accordance with their letter(s) of offer. Factors considered beyond the employee control are:

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

27.02 Severance pay entitlements for full time and part time employees shall be as follows:

Two (2) weeks for the first year of service and one (1) week for each additional year of continuous service, up to a maximum of twenty-eight (28) weeks.

- 27.03 Notice or salary entitlement in lieu of notice:
- a. probationary or part-time employee –two (2) weeks; and
 - b. full-time employee – one (1) month.

ARTICLE 28: GENERAL

28.01 Gender

Where the male term he, his or him is used throughout this Agreement, the female term she, hers or her shall equally apply.

28.02 Official Texts

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

28.03 It is agreed and understood that the Employer and the Union will incur the cost of publishing the Collective Agreement on an alternate basis. The publication of this Agreement will be borne by the **Union**.

ARTICLE 29: LABOUR MANAGEMENT RELATIONS COMMITTEE

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

29.02 A Labour Management Relations Committee shall be appointed consisting of equal representation of Bargaining Unit employees and management representatives. A Bargaining Unit employee and a management representative shall be designated as co-chairperson. The terms of reference shall be established by the Committee.

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

29.04 The Committee members can discuss any topics of mutual interest and concern, which are related to their employment relationship, but the discussions do not constitute negotiations for the purpose of amending the Collective Agreement, and the committee meetings cannot deal with the adjustment of grievances.

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

ARTICLE 30: DURATION OF AGREEMENT

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

30.02 This Agreement shall expire on **31 March 2025**.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT

Signed this 13th **Day of December 2023**

APPENDIX "A" – PAY NOTES

A. Effective April 1, 2022, the appropriate pay grid outlined at Appendix B will be put into effect. Employees actively on strength as of the date of ratification of this Agreement will be placed on the new pay grid based upon their length of service within their pay band (i.e. employees at the 12 month rate will be placed at the 12 month rate) and their anniversary date for future incremental increases will remain the same as it was prior to the implementation of this grid. All employees in the Bargaining Unit actively on strength as of the date of ratification of this Agreement shall receive full retroactive pay to April 1, 2022 for all hours worked and/or paid.

B. Effective April 1, 2023, the appropriate pay grid outlined in Appendix B will be put into effect.

C. Effective April 1, 2024, the appropriate pay grid outlined in Appendix B will be put into effect.

D. Any employee whose rate of pay is above the top step increment of the pay level for their job will not have their pay reduced but will retain their current rate of pay until the top step increment of the pay level for their job exceeds their rate of pay; at this point, the rate of pay for those employees will increase to the rate of pay in the pay level for their job that is closest to but not less than their current rate of pay.

E. New employees will normally be hired at the start rate of their pay band. However, in exceptional circumstances (e.g. difficulty hiring, hiring someone with previous comparable service, etc.), the Employer can hire new employees at a rate of pay that is above the start rate. In such cases, the Employer will inform the Bargaining Agent of the exceptional circumstance in writing. When an employee is hired above the start rate, their anniversary date for future incremental increases will be based upon their placement at the time of hire (i.e. an employee hired at the 12 month rate will be placed at the 24 month rate a year from their date of hire).

F. Minimum Wage Adjustment

In the event that a provincial **or federal** minimum wage increase during the life of the Agreement results in the Pay Band 1 Start Rate of the grid in effect at the time of the change falling below the provincial or federal minimum wage, the following shall apply:

(a) If the minimum wage increases on the same date a negotiated grid comes into effect, that grid will remain the grid in effect on that date, however rates of pay will be set at the higher rate between the negotiated rate and the rate determined by the minimum wage adjustment grid formula below.

(b) If the minimum wage increases on a date that is not aligned to the implementation of a negotiated grid, the next negotiated grid will be put into effect on the day that the minimum wage increases. However, the rates of pay will be set at the higher rate between the negotiated rate and the rate determined by the minimum wage adjustment grid formula below.

(c) If the minimum wage increases after the last grid of the Agreement has been implemented, the rates of pay will be initially set at the higher between the current rates of pay and the rates determined by the minimum wage adjustment grid below. In that event, the next negotiated grid, once ratified, will be put into effect on the day that the minimum wage increased. However, only employees actively on strength on the day the new agreement is ratified will be entitled to the retroactive wage adjustment.

Minimum Wage Adjustment Grid Formula

Date of minimum wage increase	START	End Prob	12 MOS	24 MOS	36 MOS
1	MW	PB1 SR+1.5%	PB1 SR+3%	PB1 SR+6%	PB1 SR+9%
2	PB1 SR+1%	PB2 SR+1.5%	PB2 SR+3%	PB2 SR+6%	PB2 SR+9%
3	PB2 SR+1%	PB3 SR+1.5%	PB3 SR+3%	PB3 SR+6%	PB3 SR+9%
4	PB3 SR+1%	PB3 3M+1%	PB3 12M+1%	PB3 24M+1%	PB3 36M+1%
5	PB4 SR+1%	PB4 3M+1%	PB4 12M+1%	PB4 24M+1%	PB4 36M+1%
6	PB5 SR+1%	PB5 3M+1%	PB5 12M+1%	PB5 24M+1%	PB5 36M+1%
7	PB6 SR+1%	PB6 3M+1%	PB6 12M+1%	PB6 24M+1%	PB6 36M+1%
8	PB7 SR+1%	PB7 3M+1%	PB7 12M+1%	PB7 24M+1%	PB7 36M+1%

APPENDIX B – PAY GRIDS

1-April-22	START	3 MOS	12 MOS	24 MOS	36 MOS
1	\$17.23	\$17.49	\$17.75	\$18.27	\$18.79
2	\$17.41	\$17.67	\$17.93	\$18.45	\$18.97
3	\$17.57	\$17.84	\$18.10	\$18.63	\$19.16
4	\$17.75	\$18.02	\$18.29	\$18.82	\$19.35
5	\$17.94	\$18.21	\$18.47	\$19.01	\$19.55
6	\$18.11	\$18.38	\$18.65	\$19.20	\$19.74
7	\$18.29	\$18.57	\$18.84	\$19.62	\$21.30
8	\$18.47	\$18.75	\$19.03	\$21.96	\$23.96

1-April-23	START	3 MOS	12 MOS	24 MOS	36 MOS
1	\$17.75	\$18.02	\$18.28	\$18.82	\$19.35
2	\$17.93	\$18.20	\$18.46	\$19.01	\$19.54
3	\$18.10	\$18.38	\$18.65	\$19.19	\$19.73
4	\$18.74	\$19.02	\$19.31	\$19.87	\$20.43
5	\$19.00	\$19.29	\$19.57	\$20.14	\$20.71
6	\$19.25	\$19.54	\$19.83	\$20.41	\$20.98
7	\$19.50	\$19.79	\$20.09	\$20.72	\$22.49
8	\$20.00	\$20.30	\$20.60	\$23.19	\$25.30

1-April-24	START	3 MOS	12 MOS	24 MOS	36 MOS
1	\$18.10	\$18.38	\$18.65	\$19.19	\$19.74
2	\$18.29	\$18.56	\$18.83	\$19.39	\$19.93
3	\$18.46	\$18.75	\$19.02	\$19.57	\$20.13
4	\$19.11	\$19.40	\$19.69	\$20.26	\$20.84
5	\$19.38	\$19.67	\$19.96	\$20.54	\$21.12
6	\$19.64	\$19.93	\$20.22	\$20.81	\$21.40
7	\$19.89	\$20.19	\$20.49	\$21.13	\$22.94
8	\$20.40	\$20.71	\$21.01	\$23.65	\$25.80

LETTER OF UNDERSTANDING #1

Review of Workforce

During the term of the Collective Agreement, the Employer commits to regularly reviewing the distribution of the existing workforce, particularly as it relates to casual employees.

Wherever possible, the Employer will attempt to redistribute hours of work amongst existing Bargaining Unit employees or establish new Bargaining Unit positions, based on operational requirements.

The parties acknowledge that non Bargaining Unit persons shall not normally perform work regularly performed by Bargaining Unit members except when qualified Bargaining Unit employees are not available.

The full-time Union Representative and the Human Resources Manager will meet every six (6) months and review the above.

This letter shall not form part of the Agreement

LETTER OF UNDERSTANDING #2

Displacement of Employees

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.

Should any changes to existing NPF positions become necessary during the term of this Agreement and such changes result in the displacement of employees, the Employer agrees to meet with the Union to discuss alternate employment prior to any change coming into effect.

This letter of understanding will not form part of the Collective Agreement.

LETTER OF UNDERSTANDING #3

Employees Attending Training Courses

Should the Employer require an employee to attend a training course or seminar, the employee will be paid the regular rate of pay that **they** normally receives in the course of **their** duties for any such time spent on the course.

This letter of understanding will not form part of the Collective Agreement.

LETTER OF UNDERSTANDING #4

Employees returning from **Pregnancy Leave**

The language of Article 16.02(b) currently requires an employee who has received pregnancy leave top-up to return to work for a minimum period of twelve (12) weeks so as not to be indebted to the Employer for the amount of pregnancy leave top-up paid out. Notwithstanding this Article the Employer acknowledges that in certain exceptional circumstances an employee may not be able to return to the workplace for the period of time specified.

In such circumstances the Employer shall give consideration to waiving this requirement. In the application of any such decision the Employer will not act in an arbitrary or discriminatory manner.

This letter will not form part of the Agreement

LETTER OF UNDERSTANDING #5

Employee Usage of Personal Vehicle

1. Employees who are asked by the Employer to use their personal vehicle for work related duties have the right to refuse to do so unless it is a specific requirement of their work duties as stated in their signed Job Description.
2. Employees who have received written authorized permission from the Employer to use their personal vehicle for work related duties must complete a mileage claim form and shall be reimbursed at the prevailing kilometric rate as published on the Employer website under Mileage and Meal Rate Tables.
3. Employees who use their personal vehicle for work related duties are solely responsible for informing their personal insurance provider that they are using their vehicle for occasional business use. In such circumstances the employee shall be responsible for paying any additional insurance premium costs incurred.

This letter will not form part of the Agreement

LETTER OF UNDERSTANDING #6

Re: Multiple employment

The parties agree to the following:

- 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 applying for a casual position different from **their** substantive position.

- 2) A Bargaining Unit member who applies for a casual position must identify to the hiring manager, and to the manager of **their** substantive position, that **they are** seeking multiple employment pursuant to the terms of this letter of understanding. The approval of both said managers, will be required before the applying Bargaining Unit member will be granted an interview for the sought casual position.

- 3) The parties agree that the purpose of this Agreement is to allow employees the ability to work additional hours for the Employer in a casual position (herein referred to as “the second position”) 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 casual position will not be included in the determination of the employee’s status.
 - b. The employee will have no seniority in the casual position nor will the time worked in the casual 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 casual 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 casual position, the employee shall be paid the rate of pay associated with the casual position.
 - e. The compensation received while working in the second position will not be subject to Union dues. The hours and compensation from the second job will be excluded from the calculation of the employee’s pensionable earnings or pensionable service, the determination of the employee’s insured benefits (for e.g. Group Life Insurance or LTD coverage), and the determination of the employee’s other benefits or entitlements (including but not limited to Worker’s Compensation benefits, designated holiday pay, calculation of paid leave or the accrual of vacation pay). Further, the hours worked in the second 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.
 - f. The employee is not entitled to take paid leave from the second position.
 - g. The employee may not receive two types of pay for the same hours of work (for e.g. the employee cannot receive paid time off from **their** primary position for hours worked in the employee’s second position). Further, the

employee may not perform work in the second position while on sick leave (whether paid or unpaid) from the primary position.

In the event the employee is subject to any disciplinary action, subject to the provisions of Article 20.02 of the Collective Agreement, such measures will apply to both the employee's substantive and second position and will be taken into consideration when determining any future disciplinary action relating to either the employee's substantive or second position. Further, in the event that the employee is discharged from employment for misconduct, such discharge will apply to both the employee's substantive and second position.

LETTER OF UNDERSTANDING #7

Re: Outdoor Maintenance & Union Members

The Employer agrees to post its casual vacancies. The Employer shall consider the application of a Bargaining Unit member in accordance with the provisions of **Letter of Understanding #1 re: Review of Workforce**, prior to considering a Non-Bargaining Unit member for the position.

LETTER OF UNDERSTANDING #8

Re: Union Education & Training Trust Fund

The Employer shall contribute three hundred dollars (\$300) on April 1, 2022, and a further three hundred dollars (\$300) on April 1, 2023, and a further three hundred dollars (\$300) on March 31, 2024 into the Local 864 Union's Education and Training Trust Fund.

This letter of understanding shall not form part of the Collective Agreement which expires on March 31, 2025.