

AGREEMENT

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

AND

PUBLIC SERVICE ALLIANCE OF CANADA

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

GARRISON PETAWAWA

EXPIRY DATE: 30 April 2025

TABLE OF CONTENTS

ARTICLE 1: PURPOSE OF THE AGREEMENT	4
ARTICLE 2: RECOGNITION.....	4
ARTICLE 3: INTERPRETATION AND DEFINITIONS.....	5
ARTICLE 4: STATE OF SECURITY	6
ARTICLE 5: MANAGERIAL RIGHTS	6
ARTICLE 6: LEGISLATION AND THE COLLECTIVE AGREEMENT	7
ARTICLE 7: CHECK-OFF	7
ARTICLE 8: APPOINTMENT OF REPRESENTATIVES.....	8
ARTICLE 9: LEAVE FOR REPRESENTATIVES AND ACCESS TO PREMISES	9
ARTICLE 10: HEALTH AND SAFETY	11
ARTICLE 11: HOURS OF WORK	11
ARTICLE 12: OVERTIME	14
ARTICLE 13: SENIORITY.....	16
ARTICLE 14: DESIGNATED HOLIDAYS	23
ARTICLE 15: VACATION LEAVE.....	25
ARTICLE 16: LEAVE GENERAL.....	30
ARTICLE 17: GRIEVANCE PROCEDURES	46
ARTICLE 18: HARASSMENT	53
ARTICLE 19: DISCIPLINE	55
ARTICLE 20: PAY	57
ARTICLE 21: CONSULTATION.....	60
ARTICLE 22: PART-TIME EMPLOYEES	60
ARTICLE 23: REST PERIODS	61
ARTICLE 24: BULLETIN BOARDS.....	62
ARTICLE 25: REST ROOMS.....	62
ARTICLE 26: STATEMENT OF DUTIES AND INFORMATION	62

ARTICLE 27: UNIFORMS.....	63
ARTICLE 28: FOOTWEAR.....	64
ARTICLE 29: LABOUR-MANAGEMENT RELATIONS COMMITTEE.....	65
ARTICLE 30: SHORTAGES.....	66
ARTICLE 31: SEVERANCE PAY.....	67
ARTICLE 32: RECORD OF EMPLOYMENT.....	69
ARTICLE 33: COMMON LAW SPOUSE RELATIONSHIPS.....	69
ARTICLE 34: GENERAL.....	69
ARTICLE 35: DURATION OF AGREEMENT.....	70
ARTICLE 36: TECHNOLOGICAL CHANGES.....	70
APPENDIX A: PAY GRID & PAY NOTES.....	74
LETTERS OF UNDERSTANDING	
#1 OUTLET CLOSURES.....	78
#2 NORMAL HOURS OF WORK.....	79
#3 PERTAINING TO DOMESTIC VIOLENCE.....	81

ARTICLE 1: PURPOSE OF THE AGREEMENT

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

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

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

ARTICLE 2: RECOGNITION

2.01

- (a) The Employer recognizes the Public Service Alliance of Canada, certified by the Public Service Staff Relations Board on 30 June 1997, as Bargaining Agent for all **E**mployees of the Employer in the Operational and Administrative Support Categories employed at the Garrison Petawawa, in Ontario save and except managers.
- (b) The Employer recognizes the Public Service Alliance of Canada certified by the Public Service Staff Relations Board on 24 June 1980, as Bargaining Agent for all **E**mployees of the Employer in the Administrative Support Category employed at Garrison Petawawa, in Ontario save and except managers.

ARTICLE 3: INTERPRETATION AND DEFINITIONS

3.01 Definitions:

“Average weekly pay” means full-time and part-time employees’ pay calculated using the best fifty-two (52) weeks’ pay over the last two (2) years of service with the Employer.

“Bargaining Agent” means the Public Service Alliance of Canada (PSAC)

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

“Component” means the Union of National Defence Employees (UNDE)

“Continuous service” means the duration of uninterrupted employment with the Employer, as may be modified by the terms and conditions in the Collective Agreement.

“Employee” means anyone who is a member of the Bargaining Unit

“Employer” means the Staff of the Non-Public Funds, Canadian Forces operating as the Canadian Forces Morale and Welfare Services.

“Local” means UNDE Local 00680

- (ii) Non-supervisory three (3) months.
- (d) After meaningful consultation with the Union the Employer may extend the probationary period beyond the original probationary period specified above in the event that the **Employee's** evaluation is unsatisfactory upon conclusion of the original probationary period. The maximum probation extension will be limited to one (1) month.
- (e) **In this Agreement, expressions referring to Employee or the masculine or feminine gender shall be considered to include all genders.**

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

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

ARTICLE 4: STATE SECURITY

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

ARTICLE 5: MANAGERIAL RIGHTS

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

- (a) to plan, direct and control operations; to determine methods, processes, equipment and other operating matters; to determine the location of facilities and the extent to which these facilities or parts thereof shall operate;
- (b) to direct the working forces including the right to decide on the number of **E**mployees, to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline **E**mployees including suspension and discharge for just cause;

and it is expressly understood that all such rights and responsibilities not specifically covered or modified by this Agreement shall remain the exclusive rights and responsibilities of the Employer.

5.02 New **E**mployees may be released during the probationary period for just and sufficient cause. The **E**mployee may have access to the grievance procedure but may not refer a grievance to adjudication unless the release is disciplinary in nature.

5.03 Such rights will not be exercised in a manner inconsistent with the express provisions of this Agreement and such rights are to be exercised fairly, without discrimination and in a manner consistent with the terms of this Agreement.

ARTICLE 6: LEGISLATION AND THE COLLECTIVE AGREEMENT

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

ARTICLE 7: CHECK-OFF

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

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

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

7.04 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.

7.05

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

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

ARTICLE 8: APPOINTMENT OF REPRESENTATIVES

8.01 The Employer acknowledges the right of the Bargaining Agent to appoint **Employees** as representatives.

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

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

ARTICLE 9: LEAVE FOR REPRESENTATIVES AND ACCESS TO PREMISES

9.01

- (a) A representative shall obtain the permission of their manager before leaving their work to investigate with fellow **Employees'** complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to their manager before resuming their normal duties.
- (b) The Employer agrees to recognize a Negotiating Committee of up to four (4) members from the Bargaining Unit. The Negotiating Committee members' pay shall continue as normal and any time spent participating in preparatory contract or negotiations meetings with the Negotiator up to and including conciliation, shall be invoiced to the **Bargaining Agent** for reimbursement.
- (c) **The Local shall notify the Employer promptly, within ten (10) business days and in writing of the name and positions of officials, when the Local becomes aware.**

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

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

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

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

9.06 When an Employee is on an approved leave without pay under sub-Article 9.01(b) and Article 9.05 their pay shall continue as normal and any time spent on Union leave without pay where authorized by the Union shall be billed to the approving body, either the Component, the Local, or the **Bargaining Agent**.

9.07 Once per month and where operational requirements permit, the Employer shall allow a period of thirty (30) paid minutes

during a work shift for all new **E**mployees hired since the last Union orientation and the Local President or their designate, to meet and provide a brief orientation to the Union.

9.08 Union Representative Leave Bank

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

ARTICLE 10: HEALTH AND SAFETY

10.01 The Employer shall continue to make reasonable provisions for the occupational safety and health of **E**mployees.

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

10.03 Subject to operational requirements, the Employer agrees to accommodate a pregnant or nursing **E**mployee who obtains a medical certificate stating that their workplace contains some risks for their health, the health of the foetus or the health of their breast-feeding child. The **E**mployee, whether or not they have been assigned to another job, is deemed to continue to hold the job that they held at the time they ceased to perform their job functions and shall continue to receive the wages and benefits that are attached to that job for the period during which they do not perform the job.

10.04 In the event of a lockout or legal strike by another Bargaining Unit, the Employer shall not require any **E**mployee to

cross a picket line to perform duties ordinarily carried out by the picketers. When entry to the workplace is blocked to the point of creating a danger for the **Employee** (as defined in section 122(1) of the *Canada Labour Code*), then the **Employee** shall notify their manager. Once reported, if the Employer is unable to assist the **Employee** with reporting to work or if no alternative work arrangements are available, then the worker shall receive their normal pay for the day.

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

ARTICLE 11: HOURS OF WORK

11.01

- (a) Operational Category: the normal hours of work shall not exceed eight (8) hours in a **work** day and forty (40) hours in a week. A week will include a period of seven (7) consecutive **calendar** days starting at 0000 hours Monday and ending the following Sunday at 2400 hours.
- (b) Administrative Support Category: the normal hours of work shall not exceed seven and one-half (7½) hours in a **work** day and thirty-seven and one-half (37½) hours in a week. A week will include a period of seven (7) consecutive **calendar** days starting at 0000 hours Monday and ending the following Sunday at 2400 hours.

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

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

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

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

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

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

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

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

11.10 **Employees working five (5) consecutive hours are entitled to an unpaid meal period, which shall not be less than thirty (30) minutes or more than sixty (60) minutes duration. The meal period shall be scheduled as close to the midpoint of the wok period as possible.** Also, except in those **outlets**, which normally employ only one person, the meal periods shall be uninterrupted.

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

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

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

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

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

11.16

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

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

11.17 Call Back Pay

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

11.18 Attendance during Storms or Hazardous Conditions

(a) Definitions

(i) **Hazardous conditions:** Conditions, often resulting from a storm that may include poor road conditions, poor visibility, power outages, flooding and often result in advisories from traffic authorities or law enforcement on the use of public highways, and/or advisories from police, Emergency Management Office or other

agencies.

- (ii) **Storms**: Adverse weather conditions such as heavy snowfall, freezing rain, ice, tropical storm, hurricane, or blizzard conditions.
- (b) The manager of the affected outlet will endeavor to advise Employees as soon as possible prior to the commencement of their shift not to report to work.
- (c) In the event an outlet is closed due to a storm or hazardous conditions, affected Employees will be granted leave with pay for the regularly scheduled work hours for that shift, unless alternate working arrangements have been made with their manager. Employees on preapproved time off prior to the closure day will not be entitled to compensation.
- (d) Employees who are at work and are sent home by their manager will be paid for the balance of their scheduled workday at their regular rate of pay. In the case of a late arrival authorized by the Employer, an Employee who reports to work at the rescheduled start time shall be paid their regular rate of pay for the period of the full scheduled shift. In the event the Employee does not report to work at the rescheduled start time, they will only be paid for the actual time worked at their regular rate of pay.
- (e) The decision to close an outlet is the responsibility of the Senior Manager of each outlet.

ARTICLE 12: OVERTIME

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

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

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

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

12.04 **An Employee may accumulate compensatory leave as outlined in Article 12.02 up to a maximum of forty (40) hours. All hours beyond this maximum will be automatically paid in the affected pay period.**

12.05 Meal Allowance

- (a) An **Employee** who works three (3) or more hours of

overtime,

- (i) immediately before the **Employee's** scheduled hours of work, or
 - (ii) immediately following the **Employee** is scheduled hours of work,
- (b) and who has not been notified of this requirement prior to the completion of their previous shift, shall be reimbursed for one (1) meal in the amount of **twenty** dollars (\$**20.00**) except where free meals are provided by the Employer. The **Employee** may take an unpaid meal break either at or adjacent to the employee's place of work.

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

ARTICLE 13: SENIORITY

13.01 Definitions

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

- (c) **Notwithstanding sub-Articles 13.01 (a) and (b) above, if an Employee transfers from an NPF position on another Base/Wing to a position within the Bargaining Unit, the Employee shall retain their continuous service with the Employer and shall be placed at the closest lock-step increment equal to or higher than the former hourly rate without exceeding the lock-step increment maximum of the new position within the Category I local pay grid, whichever is higher, and retain their vacation entitlements.** For the purposes of scheduling, the seniority of an Employee transferred from one operation to another as the result of a competition, job change based on seniority or transfer at the request of an Employee, shall date from the Employee's first day of continuous work in the **outlet**.
- (d) Probationary Employees shall have no rights under the seniority provision of this Agreement during the probation period outlined in sub-Article 3.01(c). The **full-time or part-time** seniority of a probationary Employee who has completed the probation period to the satisfaction of the Employer will **date back to their first day of either full-time or part-time continuous** employment in the Bargaining Unit.
- (e) The Bargaining Unit shall be divided into the following operations called outlets:
- (1) CANEX SuperMart
 - (2) CANEX Expressmart
 - (3) SISIP
 - (4) CANEX Maintenance
 - (5) Jr. Ranks Mess
 - (6) W.O. & Sgts' Mess

- (7) Officers' Mess
- (8) Community Recreation
- (9) Petawawa Post
- (10) NPF Accounts
- (11) Jubilee Lodge Marina
- (12) Black Bear Campground
- (13) Health Promotions
- (14) Dundonald Hall (Fitness **and** Sports)
- (15) Silver Dart Arena
- (16) Garrison Petawawa – PSP HQ

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

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

- (a) the Employee voluntarily leaves employment with the Employer;
- (b) the Employee is discharged for just cause;
- (c) the Employee has been laid off for a continuous period of twelve (12) months and is not recalled;
- (d) the Employee has been laid off and is recalled to their former position for which they are qualified and fails to return to work or to give in writing valid reasons for the Employee's inability to do so within five (5) working

days of the date the **E**mployee had been requested by the Employer in writing by registered mail to return to work. In order to be eligible for recall from layoff the **E**mployee must provide the Employer with the **E**mployee's current mailing address and telephone number;

- (e) the **E**mployee overstays a leave of absence granted by the Employer in accordance with Article 15 and Article 16 without securing an extension of such leave;
- (f) the **E**mployee is absent from work for more than **five (5)** working days without securing leave or without producing evidence of a valid reason satisfactory to the Employer. **The Employer shall not unreasonably reject a valid reason for being absent from work.** It is understood and agreed that this Article does not permit or sanction absences of **five (5)** days or less without reasons satisfactory to the Employer.

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

- (a) The **E**mployee of the same job title in the outlet, on layoff, shall be recalled by seniority.
- (b) If the vacancy cannot be filled as per **subsection (a)** above, then the vacancy will be offered, on the basis of seniority, to any **E**mployee on the layoff list of the outlet concerned provided the **E**mployee is of the same classification level or higher than the classification level of the vacant position whether full-time or part-time and provided the **E**mployee has the necessary qualifications, experience, ability, and skill to do the job required.

- (c) If the vacancy is full-time, non-supervisory and cannot be filled from the layoff list by either full-time or part-time **E**mployees, it is to be posted in accordance with Article 13.05. If any qualified and interested **E**mployee in the outlet applies for the vacancy, the applicant with the most seniority in the outlet will be given the job provided the applicant's job title is the same as the vacant position.
- (d) If the vacancy cannot be filled in accordance with sub-Articles 13.04(a), (b) or (c) **above**, the Employer will consider the members of the Bargaining Unit both full-time and part-time who applied for the position. The successful applicant for the position will be selected in accordance with Article 13.05.
- (e) If the Employer determines that there is no qualified or successful applicant within the Bargaining Unit, the Employer may hire someone from outside the Bargaining Unit.

13.05 Vacancies that cannot be filled in accordance with sub-Article 13.04(a) will be posted for a total of **five (5) working days**. **Interested Employees shall apply following the instructions as per the job poster**. Applicants will be selected in accordance with the order of precedence outlined in sub-Articles 13.04(c) and (d). The poster shall indicate the job title and description of the job opening, rate of pay, the appropriate starting date and the qualifications required. Except for vacancies filled in accordance with the provisions of sub-Articles 13.04(a), (b) or (c), selection of the successful applicant will be determined by the Employer by considering qualifications, experience, ability, and skill to perform the job. When these considerations are judged equal, the **E**mployee with the greatest seniority will be selected.

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

13.07 A grievance with regard to the selection of a candidate in a competitive process may be presented initially at the second level of the grievance process by an **E**mployee who was a candidate in the competition and feels aggrieved by the selection. The grievance must be submitted within the ten (10) calendar days following the day on which the candidates were advised **that they are not** the successful candidate.

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

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

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

13.11

- (a) If at anytime within thirty (30) **calendar** days of being awarded a job in accordance with Article 13.04 and

Article 13.05 the **Employee** requests to be returned to their former job or the **Employee** cannot satisfactorily perform the job, they shall be returned to their former position or a similar position and former wage rate without loss of seniority.

- (b) During the above thirty (30) **calendar** days period, the Employer will be entitled to staff the **Employee's** former position with a temporary **Employee**. In the event that the original **Employee** is returned to their former position, the temporary **Employee** will be released by the Employer without notice, severance, or further obligations.

13.12 Within ten (10) working days of a position becoming vacant or vacated, or when the Employer creates a new position, the Employer will post a notice of interest on the bulletin board and the Employer's intranet for a period of seven (7) working days.

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

13.14 If an **Employee** feels that their job has changed significantly in a way that may affect the pay level of their job, they can make a written request to their local NPF Human Resources that their job be submitted to the Job Evaluation Committee for review. If it is determined that the **Employee's** job has changed significantly in a way that may affect the pay level of the **Employee's** job, then the **Employee's** job will be submitted to the Job Evaluation Committee for review.

13.15 Where a position is reclassified to a higher level, the incumbent of that position shall automatically be classified to this

level, effective the date of reclassification.

ARTICLE 14: DESIGNATED HOLIDAYS

14.01 There shall be **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) the 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
- (m) one additional day when proclaimed by an Act of Parliament as a National Holiday.

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

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

- (a) paid at the rate of one and one-half times (1½ x) their regular rate for the hours worked in addition to their regular wages for the day; or

- (b) paid at the rate of one and one-half (1½) 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) When a designated holiday falls on a day that is a non-working day for an **Employee**, the **Employee** is entitled to and shall be granted a day off with pay at a time convenient to them and the Employer.
- (b) **Except that when New Year's Day, National Truth and Reconciliation Day, Canada Day, Remembrance Day, Christmas Day, or Boxing Day falls on a Saturday or Sunday, the Employee is entitled to and shall be granted a day off with pay on the adjacent working day designated by the Employer.**

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

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

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

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

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

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

ARTICLE 15: VACATION LEAVE

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

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

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

15.02 On termination of employment or death, the **Employee** or their estate is entitled to any vacation pay owed to them in respect to any prior completed year of **Employment** and vacation pay for any portion of the year completed at the time of termination at their current salary.

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

15.04 Subject to operational requirements the Employer shall make every reasonable effort to schedule an **Employee's** vacation at a time acceptable to them based on **seniority**.

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

15.06 The Employer **shall** authorize carryover of vacation leave not exceeding **ten (10) days** entitlement. Employees are normally expected to take vacation leave in the year following the earning of the vacation entitlement or up to the extent of their

earned credits. It is realized that occasionally vacations cannot be taken during the vacation period because of illness, job requirements or other exceptional circumstances. In such cases vacations may be carried over the next vacation period with the approval of the Employer. **Any applications for vacation carryover over ten (10) days shall be submitted in writing and shall not be unreasonably denied.**

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

15.08

(a) Part-time **Employees** may elect to be paid their vacation entitlement on a bi-weekly basis.

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

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

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

15.11 The vacation schedule shall be posted prior to the vacation period and such vacations will be granted on the basis of

seniority of those in the outlet. A senior **E**mployee will not be able to request a **vacation** period already selected by an **E**mployee whose vacation request was approved by the Employer.

15.12 Subject to operational requirements, the Employer may schedule **an Employee's consecutive days off** prior to the commencement of **the Employee's** vacation period as the **Employee's consecutive days** off in that **three (3)** week operating period.

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

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

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

15.16 Vacation leave can be taken in hourly increments.

15.17 The vacation leave entitlement of an **E**mployee 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 **E**mployee.

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

15.19 Upon written request a part-time **E**mployee may be granted time off without pay for vacation purposes based on the vacation entitlement in accordance with Article 15.01 and

Article 15.04.

15.20 Block Leave

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

15.21 Recognition of Prior Service in the Canadian Armed Forces in the calculation of vacation entitlement

- (a) Effective 1 April 2012 and subject to the provisions of this Article, any **Employee** within the Bargaining Unit who has qualifying prior service in the Canadian **Armed Forces (CAF)** will have this service included in the calculation of their vacation entitlement outlined in the Collective Agreement.
- (b) For the purposes of this Article, qualifying prior **CAF** service shall be any period of former **CAF** service as either a member of the Regular Force or Reserve Force Class B or C that is least six (6) continuous months in duration and during which time the **Employee** was not earning vacation as an NPF **Employee**. For greater certainty, prior, current or future **CAF** service earned during any period where the **Employee** also earned or received vacation pay with/from the Employer does not count as qualifying prior **CAF** service.

- (c) In order to be eligible for the inclusion of qualifying prior **CAF** service credit in the calculation of their vacation entitlement, the **Employee** must provide the NPF local Human Resource Office with an acceptable record of their qualifying prior **CAF** service. Acceptable records include confirmation of:
- (i) Service as a contributor under the *Canadian Forces Superannuation Act*;
 - (ii) Service that has been elected as pensionable service under sub-paragraph 6(1)(b)(iii)(C) of the *Public Service Superannuation Act*; or
 - (iii) Service as Reserve Force Class B or C for which (a) and (b) do not apply but that can be validated to the satisfaction of the Employer.
- (d) For the purpose of including any qualifying prior **CAF** service in the calculation of the employee's vacation entitlement:
- (i) Any **Employee** who provides the acceptable record of their qualifying prior **CAF** service to the Employer prior to 1 April 2013 will have any qualifying prior **CAF** service count retroactively from either, 1 April 2012 or the **Employee's** start date as a full-time/part-time **Employee**, whichever occurs later.
 - (ii) Any **Employee** who provides the acceptable record of their qualifying prior **CAF** service to the Employer on or after 1 April 2013 will have any qualifying prior **CAF** service count from either, the

first day of the vacation year in which the acceptable record was provided or their start date as a full-time/part-time Employee, whichever occurs later.

15.22 Prior Service Canadian Armed Forces Defendant Service

- (a) **As of 1 December 2020, full-time Employees who are dependents of a Canadian Armed Forces (CAF) member and experience a break in service solely as a result of being posted from one location to another, will have their previous service counted for the purpose of their vacation entitlement outlined in the Collective Agreement.**
- (b) **As of 1 December 2020, any vacation entitlement credits will be applied to their future calculation of vacation entitlement outlined in their Collective Agreement.**
- (c) **Retroactivity: only Employees currently on strength in the Bargaining Unit as of the date of ratification (i.e April 18, 2024) and who qualify will be credited vacation leave entitlements for the time that was not previously counted.**

ARTICLE 16: LEAVE GENERAL

16.01 General

The Employer will not employ its attendance management policy in an arbitrary manner. Employees who use sick leave for bona fide reasons and adhere to all the requirements

regarding the same will not be subject to disciplinary action.

16.02 Sick Leave Plan

- (a) All full-time **E**mployees are entitled to up to seventeen (17) weeks sick leave at full pay.
- (b) The following conditions govern the entitlement to sick leave:
 - (i) the **E**mployee must contact their immediate supervisor prior to their regular starting time on the first **working** day of absence or as soon as possible, at which time they will indicate the reason for the absence and the expected date of return;
 - (ii) a medical certificate signed by a doctor must be provided for each absence in excess of five (5) working days. The Employer reserves the right to require a medical certificate for any period of illness provided that the **E**mployee is advised that they are required to produce a medical certificate before they return to work. Prolonged or frequent illness may require additional certificates at the expense of the Employer, from the **E**mployee's doctor;
 - (iii) a pregnant **E**mployee who has not commenced **pregnancy** leave is eligible for coverage under the sick leave plan including coverage for pregnancy related illnesses.
- (c) The **E**mployee's full benefits are reinstated after a return to work for thirty (30) calendar days. However,

if, prior to the expiration of their seventeen (17) weeks of sick leave, the **E**mployee is affected by the same illness during the first thirty (30) **calendar** days following the **E**mployee's return to work, it will be considered as a continuation of the original disability.

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

16.03 Part-time **E**mployees may be granted up to a maximum of **twenty-four (24) hours** of paid sick leave per fiscal year.

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

it have any cash value.

16.04 Full-time and part-time Employees may take sick leave in hourly increments.

16.05 Pregnancy and Parental Leave

An **E**mployee has the right to leave without pay in the following circumstances:

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

Parental Leave and Adoption Leave

- (b) Where an **E**mployee has or will have the actual care and custody of a newborn child or adopts a child, that **E**mployee is entitled to and shall be granted a leave of absence without pay for either:
 - (i) A single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period; or
 - (ii) A single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period

beginning on the day on which the child is born or the day on which the child comes into the **E**mployee's care.

- (c) The aggregate amount of parental leave and adoption leave that may be taken by two (2) **E**mployees pursuant to sub-Article 16.05(b) will not exceed thirty-five (35) weeks.
- (d) Every **E**mployee is to give at least four (4) weeks' notice in writing to the Employer of the intent to take leave pursuant to Article 16.05 and of any change in length of leave intended to be taken.
- (e) Where the **E**mployee's child is born with or contracts a condition that requires hospitalization within the period defined in **subsections** (a) and (b) above and the **E**mployee returns to work during all or part of any periods during which the newborn is hospitalized, the **E**mployee may resume the leave to the extent provided in **subsections** (a) and (b) above, provided that the leave does not end later than one hundred and four (104) weeks after the child is born or comes into the care of the **E**mployee.
- (f) An **E**mployee may elect to use earned vacation and compensatory leave credits up to and beyond the delivery date.

16.06 An **E**mployee returning from leave provided pursuant to Article 16.05 shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the same location, with not less than the same wages and benefits. If during the period of leave, the salary and benefits of the group to which the **E**mployee belongs are changed as a result of a reorganization, and/or a renewal of the Collective Agreement, the **E**mployee is entitled upon return from leave to receive the same salary and benefits that the **E**mployee would have received had **they** been

working when the reorganization and/or renewal of the Collective Agreement took place. An **Employee** on leave will be notified in writing if such a change occurred.

16.07 Leave granted under Article **16.05** shall be counted as “service” for purposes of benefits in the Agreement. This shall not apply where an **Employee** terminates employment immediately following leave pursuant to Article **16.05**.

16.08 The **Employee** shall, along with the request for **pregnancy** or parental leave without pay, notify the Employer in writing of the options concerning the pension and group insurance benefits. If these benefits are to be continued, arrangements will be made for the **Employee** to make the necessary contributions. If an **Employee** elects to continue their pension and/or group insurance benefits during **pregnancy** and/or parental leave, the Employer will continue to pay its applicable share of the premiums and contributions.

16.09 **Pregnancy Leave Allowance**

- (a) An **Employee** shall be granted a **pregnancy** top-up allowance, which shall consist of the total of seventeen (17) weeks of payments, as follows:
 - (i) where an **Employee** is subject to a waiting period before receiving Employment Insurance **pregnancy** benefits, they are eligible to receive ninety-three percent (93%) of their weekly gross pay;
 - (ii) for each week that the **Employee** receives a **pregnancy** benefit pursuant to section 22 of the *Employment Insurance Act*, they are eligible to receive the difference between ninety-three

percent (93%) of their weekly gross pay and the EI **pregnancy** benefits; and

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

(b) In accordance with the following conditions

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

(ii) An **Employee** who receives the allowance shall return to work for a period of thirty (30) working days on the date of expiry of **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. Further **Employees** who receive the **pregnancy** leave allowance but are unable to return to work for the period of time outlined above because they have been posted to another location due to their spouse being transferred will not be indebted to the Employer for the amount of the **pregnancy** leave allowance; and

- (iii) Should the **Employee** fail to return to work as per the provisions of sub-Article 16.09(b)(ii), the **Employee** recognizes that they are indebted to the Employer for the full amount of the allowance.

- (iv) **If the Employee believes that they may not be able to comply with the obligation to return to work, they shall have the option of electing to defer their allowance entitlements until such time as they return to work. Should the Employee return to work for the requisite period as stipulated in sub-Article 16.09(b)(ii), they will be given their pregnancy leave allowance in the form of a lump sum less statutory deductions upon recommencement of employment.**

16.10 Bereavement Leave

- (a) An **Employee** will be given leave for five (5) days immediately following the death of a member of their immediate family and for one (1) day in the case of a distant relative. In addition, they may be granted up to two (2) days leave with pay for the purpose of travel related to the death. If required, one or more days referred to in this Article can be carried forward to the day of the cremation or burial if such an event is to occur at a later date, on the condition that the leave does not extend beyond the day following the cremation or burial.

- (b) For the purpose of this Agreement, immediate family will comprise of anyone of the following; brother or

sister, parents (including step-parents or foster parents), foster child, child of common-law spouse, father-in-law or mother-in-law, spouse (including common law spouse resident with the **Employee**), child (including step-child or ward), brother-in-law, sister-in-law, son-in-law or daughter-in-law, grandparents, grandchildren and relative with whom the **Employee** permanently resides; and distant relatives will be any of the following; the **Employee's** aunt or uncle and their spouse or common law partner, spouse's grandparents, niece or nephew.

- (c) Should the periods mentioned above contain one or more non-working days (for example, Sunday or day off), the employee may claim payment only for the actual days of work they will have missed.
- (d) **The Employer recognizes that families may take different forms due to a variety of factors such as cultural norms or personal circumstances. The Employer appreciates that the relationships formed under such norms or circumstances are valuable and significant to the Employee. The Employer agrees to seriously consider requests for bereavement leave where cultural traditions or other circumstances create important family relationships not described above. Such requests shall not be unreasonably denied.**

It is recognized by the parties that the circumstances that call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different from that provided for in sub-Articles 16.10(a) and (b) above.

16.11 Compassionate Care Leave

- (a) Provided that the **E**mployee has provided confirmation that they have applied and are eligible to receive Employment Insurance Compassionate Care benefits, a full-time or part-time **E**mployee shall be eligible to receive up to six (6) months Compassionate Care Leave without pay.
- (b) An **E**mployee returning from Compassionate Care Leave shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the same location, with not less than the same pay and benefits.
- (c) If during the period of leave, the pay and benefits of the group to which the **E**mployee belongs are changed, the **E**mployee is entitled, upon return from leave, to receive the same pay and benefits that the **E**mployee would have received had they been working when the change occurred. An **E**mployee on leave will be notified in writing if such a change took place.
- (d) **Continuous service** continues to accrue during absences on Compassionate Care Leave. An **E**mployee on Compassionate Care Leave may continue group benefits and pension coverage provided the **E**mployee pays their share of contributions; the Employer shall continue to pay its share of contributions.
- (e) An **E**mployee shall, along with the request for Compassionate Care Leave, notify the Employer in

writing of the options concerning the pension and group benefits coverage.

16.12 Leave for Family-Related Responsibilities

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

- (i) To take a dependent family member for medical or dental appointments, or for appointments with appropriate authorities in school or adoption agencies. An **Employee** is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize their absence from work. An **Employee** requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible.
- (ii) For the temporary care of a sick member of the **Employee's** immediate family.
- (iii) For the needs directly related to the birth and/or adoption of an **Employee's** child.
- (iv) To attend school functions and school activities if the supervisor was notified of the function as far in advance as possible.
- (v) To provide for the **Employee's** child in the case of an unforeseeable closure of the school or daycare facility.

- (vi) To attend an appointment with a legal or paralegal representative or with a financial representative if the supervisor was notified of the appointment as far in advance as possible.
 - (vii) To attend a house-hunting trip for relocation of the **Employee's** spouse.
 - (viii) **To attend family emergencies beyond the control of the Employee.**
- (b) For the purposes of this Article, family is defined as spouse (or common-law spouse, resident with the **Employee**), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), grandchildren, **grandparents**, or any relative permanently residing in the **Employee's** household or **for whom the Employee has a duty of care whether they reside with the Employee or not.**
- (c) **At the Employee's option, this leave may be taken in hourly increments.**
- (d) **This leave may not be carried over into a subsequent year.**

16.13 Leave Without Pay for Relocation of Spouse

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

- (i) the **Employee** must submit a written request for relocation leave to their manager at least four (4) weeks in advance;
 - (ii) the **Employee** must provide proof of the spouse's relocation/posting/ transfer;
 - (iii) the **Employee** must provide advance written confirmation that they are voluntarily giving up rights to their substantive position effective the first (1st) day of their relocation leave (thus allowing their former position to be immediately filled on a permanent basis);
 - (iv) the **Employee** must provide advance written confirmation that they will be deemed to have voluntarily resigned from their employment effective the last day of their relocation leave in the event that they are not successful in obtaining another position with the Employer at the new location during their leave.
 - (v) the **Employee** must ensure their previous location has their current contact information; and
- (b) An **Employee** may continue group benefits and pension coverage provided the **Employee** pays both the Employer's and their share of contributions. The **Employee** shall, along with the request for relocation leave, notify the Employer in writing of the options concerning the pension and group benefits coverage.
- (c) **Continuous service** is retained but does not accrue

during the leave period.

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

16.14 Court Leave with Pay

- (a) The Employer shall grant leave with pay to an **E**mployee for the period of time they are required by subpoena to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate or coroner;
 - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, other than in the performance of the duties of their position;
 - (iv) 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
 - (v) 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.

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

16.15 Jury Duty

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

16.16 Leave of Absence Without Pay

- (a) An **Employee** may be granted a leave of absence without pay provided they receive permission in advance from the Employer in writing. Such leave of absence will not exceed twelve (12) months in duration and shall not be unreasonably withheld.
- (b) **At the discretion of the authorized manager, a leave of absence may be extended for up to a further six (6) months.**

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

16.17 An Employee is not entitled to leave with pay during periods where they are on leave of absence without pay or under

suspension.

16.18 An **E**mployee shall not be paid for more than one type of leave with pay during any one period.

16.19 Personal Leave

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

16.20 Leave for Pregnant Employees

For each routine medical appointment relating to the

Employee's pregnancy, a pregnant Employee will be granted up to one-half (1/2) day of reasonable time off with pay. An Employee is expected to make reasonable efforts to schedule such appointments in such a way as to minimize their absence from work. An Employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible.

16.21 Domestic Violence Leave

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

- (b) Upon request to the local Human Resources manager, an **Employee** who is the victim of domestic violence, or who is the parent or guardian of a child who is the victim of domestic violence, will be granted paid leave for victims of domestic violence so that the **Employee** can:
 - (i) obtain care and support for themselves or their child following a physical or psychological injury, or
 - (ii) use an organization that assist victims of domestic violence, or
 - (iii) obtain counselling services, or
 - (iv) move temporarily or permanently, or
 - (v) obtain legal or police assistance or
 - (vi) to prepare for legal proceedings (civil or

criminal).

- (b) This leave will not exceed five (5) paid working days for full-time Employees and twenty-five (25) hours for part-time Employees in any fiscal year, at times convenient to the Employee.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) Any personal information related to a domestic violence case will be treated in a strictly confidential manner, in accordance with the relevant legislation, and shall not be disclosed to any other party without the Employee's express written agreement. No information on domestic violence will be kept in an Employee's personnel file without their express written agreement.

ARTICLE 17: GRIEVANCE PROCEDURES

17.01 For the purposes of this Agreement, a grievance or complaint is defined as a difference arising between an **Employee** and the Employer, relating to the interpretation, application, administration, or alleged violation of this Agreement that affect the employees' terms and conditions of employment and shall include complaints arising under the *Canadian Human Rights Act* and the *Federal Public Sector Labour Relations Act*, as amended from time to time.

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

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

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

- (a) where there is another administrative procedure provided by or under any Act of Parliament, other than

the *Canadian Human Rights Act*, to deal with their specific complaint, such procedure must be followed; and

- (b) where the grievance relates to the interpretation or application of the Collective Agreement or an arbitral award, the **Employee** is not entitled to present the grievance unless they have the approval of and are represented by the Union.

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

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

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

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

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

17.10 An **E**mployee, or the Union on behalf of a group of **E**mployees, wishing to present a grievance shall do so:

- (a) at the first level of the grievance procedure where the grievance does not relate to disciplinary action resulting in the discharge of the **E**mployee;
- (b) at the final level of the grievance procedure where the grievance relates to disciplinary action resulting in the discharge of the **E**mployee.

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

17.11 An individual or a group grievance shall be presented:

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

discharge, not later than the twenty-fifth (25th) **working** day;

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

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

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

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

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

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

designated holidays shall be excluded.

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

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

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

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

- (a) its approval of the reference of the grievance to adjudication; and

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

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

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

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

17.23 Expedited Adjudication

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

- (a) At the request of either party, a grievance referred to adjudication may be dealt with through expedited adjudication with the consent of both parties.
- (b) When the parties agree that a particular grievance will proceed through expedited adjudication, the

Bargaining Agent will submit to the Board a consent form signed by the grievor and/or the Bargaining Agent, and the Employer will submit a consent form duly signed by an authorized representative.

- (c) In the event that the parties arrive at an agreed statement of facts, it will be submitted to the Board in advance of the hearing if possible, or to the adjudicator at the hearing.
- (d) Each party shall be entitled to withdraw from participation in the hearing at any time prior to ten (10) working days before the scheduled hearing, upon provision of written notice to the other party and the Board.
- (e) No witnesses will testify.
- (f) The adjudicator will be appointed by the mutual consent of the parties, or failing such consent, from amongst its members whom have had at least three (3) years of experience as a member of the Board.
- (g) Each expedited adjudication session will take place in Ottawa unless the parties and the Board agree otherwise. The cases will be scheduled jointly by the parties and the Board and will appear on the Board schedule.
- (h) The adjudicator will make an oral determination at the hearing, which will be recorded and initialed by the representatives of the parties. This will be confirmed in a written determination to be issued by the adjudicator within five (5) working days of the hearing. The parties may, at the request of the adjudicator, vary the above

conditions in a particular case.

- (i) The adjudicator's determination will not constitute a precedent.

ARTICLE 18: PREVENTION OF WORPLACE HARASSMENT AND VIOLENCE

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

18.02 The parties recognize that the Employer has a policy and guidelines regarding the prevention of workplace harassment and violence. **The Employees have the substantive right to report, grieve or file a harassment and/or violence complaint for issues involving** any occurrences of harassment or violence, including sexual harassment and abuse of authority (such as retribution for reporting abuses of office or "whistle-blowing"), as defined in the policy. This policy protects the rights of **Employees to work in an environment free from such harassment and violence as defined under the *Canadian Human Rights Act* or *Canada Labour Code, Part II***, and confirms that harassment will not be tolerated in the workplace.

18.03 For information purposes, the ***Canada Labour Code Part II*** currently defines harassment and violence as any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation or other

physical or psychological injury or illness to an **Employee**, including any prescribed action, comment or conduct (the Code, Part II, subsection 122(1)). The Employer's policy on Workplace Harassment and Violence Prevention outlines the process to respond to any related occurrences.

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

18.05 The Employer and the Union agree that this Article does not create any substantive rights outside of those created in the Employer's policy and that the terms of the Employer's Workplace Harassment and Violence Prevention policy and guidelines, dated 1 January 2021, as agreed to by the Union, do not form part of this Agreement. The Employer confirms its intention to maintain a Workplace Harassment and Violence Prevention policy and consult with the Union regarding any amendments to the policy. A copy of the revised policy will be provided to **Bargaining Agent and the Local**.

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

ARTICLE 19: DISCIPLINE

19.01 General

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

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

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

19.03 Failing to Report to Work

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

19.04 Discipline, Discharge and Suspension

All **Employees** subject to discipline, discharge or suspension pending investigation shall be provided with written notice, which shall state:

- (a) the reasons for the discipline, discharge or suspension pending investigation;

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

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

19.06 Discipline and Discharge Application

- (a) Before disciplinary action can be taken against an **Employee**:
 - (i) there must have been an incident or act calling for a reaction,
 - (ii) there must be proof of the **Employee's** involvement in the incident or commission of the act, and
 - (iii) the **Employee** must be aware of the grounds for the laying of a charge taken against them and be given an opportunity to present their version of the facts (with Union or other representation, if requested).
- (b) A report of alleged misconduct against an **Employee** shall be initiated without unreasonable delay, i.e., normally within three (3) working days of the day on which the offence is discovered or, if the **Employee** is

absent, within three (3) working days from returning to work.

- (c) Failure to draw unsatisfactory behavior promptly to an **Employee's** attention may be construed as condonation of that behavior and may prejudice any contemplated disciplinary action.
- (d) No less than two (2) working days prior to the disciplinary hearing, the **Employee** and their representative, if any, shall be given the discipline report outlining the charges and witness statements available against them.
- (e) Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an **Employee** shall be destroyed after eighteen (18) months has elapsed if there was no further disciplinary action recorded during that period, unless it is a written statement of discipline related to harassment and/or violence. Any such statement shall remain on the file for a period of two (2) years and shall only be removed if there has been no further disciplinary action for a similar misconduct during that period.

19.07 An Employee may continue to work while the allegations of their potential misconduct are being investigated and reviewed by the Employer. The Employer may transfer the Employee to another work location or suspect the Employee with pay, pending the conclusion of the matter. Notwithstanding the above, if the allegation is deemed serious by the Employer (e.g. criminal act or sexual harassment), the suspension may be without pay.

19.08 If the allegations are found to be unwarranted, the Employee will be immediately returned to duty and, if the suspension was without pay, the Employee's pay will be reinstated retroactive to the date of the Employee's removal from duty.

ARTICLE 20: PAY

20.01 Employees are entitled to be paid for services rendered at the hourly rate of pay specified in Appendix A for the job classification of the position to which they are appointed.

20.02

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

[For example: an Employee whose substantive position is within pay band three is temporarily appointed for 18 months to a position in pay band five. Shortly after this period, the position is vacated and this Employee successfully competes for this position. Upon assuming the indeterminate position, this

Employee is placed at the 12 month rate within pay band five, and is moved to the 24 month rate six months from the date of their indeterminate hire].

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

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

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

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

20.06 Rates of pay below the **Federal or Ontario** provincial minimum will be adjusted to the **Federal of Ontario** provincial minimum, **whichever is higher**.

20.07 Premium Pay

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

ARTICLE 21: CONSULTATION

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

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

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

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

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

ARTICLE 22: LAYOFF AND RECALL

22.01 Temporary reduction of full-time Employee to part-time, layoff and recall from layoff shall be by outlet. Employees in the outlet shall be laid off in accordance with their seniority **within the Bargaining Unit** as set out in sub-Article 13.01(a) or sub-Article 13.01(b) **such that senior Employees have preference over junior Employees provided that the senior Employee has** the necessary qualifications, experience, ability, and skill to do the job required. The Employee shall be paid the rate of pay for the position into which they move.

22.02 When a full-time Employee is laid off due to lack of work and there is part-time work available, and if the full-time Employee so requests, they shall be given preference to work such part-time work if they are able and qualified to perform such work. The Employee shall receive the rate of pay of the part-time job in which the Employee is placed **and will maintain** all seniority accrued as a full-time and part-time Employee. **A laid off, full-time Employee who accepts part-time work shall be given the first opportunity, consistent with their seniority, to be recalled to full-time status provided they have the qualifications, experience, ability, and skill do do the job required.**

22.03 When a part-time Employee is laid off, they shall be retained on the layoff list and shall be eligible for recall to a part-

time position in accordance with their seniority.

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

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

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

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

ARTICLE 23: REST PERIODS

23.01

- (a) Each **E**mployee shall be granted a rest period of fifteen (15) minutes during each working day of not less than three (3) hours. Such rest periods shall not be allocated within one (1) hour of a meal period or within one (1) hour of starting or quitting time. An **E**mployee will not be entitled to more than two (2) rest periods in a seven and one-half (7½) or an eight (8) hour work day as applicable.
- (b) An **E**mployee unable to take a rest period as a result of operational requirements shall be compensated in cash at their regular rate of pay in addition to the remuneration they will receive in accordance with sub-Article 23.01(a).

ARTICLE 24: BULLETIN BOARDS

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

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

ARTICLE 25: REST ROOMS

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

ARTICLE 26: STATEMENT OF DUTIES AND INFORMATION

26.01 Statement of Duties

- (a) Upon written request, an **Employee** shall be provided in writing with a complete and current statement of the duties and responsibilities of **their** position including the position's classification level and rating, **within ten (10) days of the request.**
- (b) In the event that a substantive change to a job description occurs there shall be consultation as per Article 21.04 with the Union regarding the changes. In such a case the Employer agrees to provide the relevant training should it be necessary.

26.02 Information for Employees

- (a) The Employer and the Union agree that they will make their best efforts to ensure the newly negotiated Collective Agreement between the above-mentioned parties will be printed and distributed within thirty (30) working days of the ratification date. These terms are conditional upon both parties proofing and concurring with the content of the aforementioned tentative agreement.
- (b) It is agreed and understood that the Employer and the Union will equally **divide** in the cost of printing **the Collective Agreement and the cost of the meeting rooms for negotiations, if applicable.**
- (c) **After each renewal of the Collective Agreement, the**

Employer agrees to distribute, **by email**, to each Employee and all new Employees a copy of the Collective Agreement within **ten (10) working days of receiving a finalized electronic copy**. . **Employees in the Bargaining Unit will also be given electronic access to the Collective Agreement in the official language of their choice. When an Employee or the Union requests, printed copies of the Agreement shall be provided within ten (10) working days.**

- (d) On commencing employment, new Employees shall be provided by the Employer with a copy of the existing Collective Agreement and the Employer's Workplace Harassment and Violence Prevention Policy which is in accordance with the *Canadian Human Rights Act*; and
- (e) **The Employer agrees to advise new Employees that a Collective Agreement is in effect between the parties. A new Employee will be advised of the name and location of the Local President and that they are entitled to a thirty (30) minute paid Union orientation in accordance with sub-Article 9.08.**

ARTICLE 27: UNIFORMS

27.01 General

CANEX has a dress code which indicates, amongst other things, the Employees must wear dress pants that are dark coloured (for example black, dark grey, dark brown, dark blue), , that fit in such a way as not to interfere with work activities. **No ripped or low rise jeans**. Dark coloured Capri style pants are permitted except within areas where this would pose a health and safety concern, such as the receiving department. Skirts and

dresses must be no shorter than two inches (2”) or five centimeters (5 cm) above the knee. Accordingly, **Employees** may select the pants that they wear, so long as they comply with the requirements of the Employer’s policy. **The Employer will provide a head covering which may be worn by shipping, receiving and delivery staff while on duty in the shipping/receiving area or on duty outside the outlet.**

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

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

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

ARTICLE 28: FOOTWEAR

28.01 An annual allowance of **two** hundred dollars (\$**200.00**) shall be provided to those **Employees** who are required to wear safety footwear as determined by the NPF Local Health and Safety Committee. This allowance shall be paid on presentation of a sales receipt.

28.02 In the case where an **Employee** has not used their annual allowance of **two** hundred dollars (\$**200.00**) **in a fiscal** year, the amount can be carried over to the following year to a maximum of three hundred dollars (300.00\$).

28.03 Winter Clothing Allowance

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

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

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

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

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

29.05 In relation to the adjustment of contractual relationships,

the Committee is empowered only to make recommendations to the Employer and to the Union.

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

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

ARTICLE 30: SHORTAGES

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

30.02 Any recovery of shortages that occur in situations where two (2) or more **E**mployees 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 **E**mployee(s). Only the **E**mployee(s) found responsible will be required to reimburse the Employer for the shortages.

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

- (a) the Employer reserves the right to implement disciplinary action, including suspension or discharge, in circumstances where a particular **E**mployee has

consistently demonstrated an inability to safeguard the Employer's interests and assets. Any disciplinary action will be subject to the normal grievances and adjudication procedures; and,

- (b) a grievance arising out of the reimbursement of cash shortages pursuant to Articles 30.01, 30.02 or 30.03 above may be referred to adjudication if needed. The Bargaining Agent and the Employer agree not to object to an adjudicator dealing with the merits of the case on grounds of an alleged lack of jurisdiction. For further clarity it is understood that for Bargaining Unit **E**mployees, Article 30 supersedes the NPF policy on shortages.

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

ARTICLE 31: SEVERANCE PAY

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

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

Severance pay for **E**mployees appointed to full-time status or **E**mployees who have part-time status shall be at the rate of two (2) weeks of average weekly pay for the first full year of continuous service and one (1) week's average weekly pay for

each full year of continuous service, up to a maximum of twenty-eight (28) weeks.

31.02 Continuous service **for the purpose of Article 31** means the duration of uninterrupted employment with the Employer within the Bargaining Unit.

31.03 Notice or salary entitlement in lieu of notice:

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

31.04

- (a) Full-time and part-time **Employees** who have ten (10) or more years of full-time and/or part-time service with the Employer whose employment ends because of medical incapacity or death shall receive an allowance equivalent to one-half ($\frac{1}{2}$) a week's average weekly pay for each completed year of continuous service to a maximum of fifteen (15) weeks' pay.
- (c) For the purposes of this Article only, an **Employee** whose employment ends because of medical incapacity is defined as an **Employee** whose employment is terminated by the Employer for medical incapacity or an **Employee** who is in receipt of long term disability (LTD) benefits, who has been approved for further LTD benefits and who terminates their employment solely because of medical incapacity. In the latter case, the **Employee** will be required to provide medical documentation, to the satisfaction of the Employer, confirming that the **Employee** ought to terminate their employment for medical incapacity.

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

ARTICLE 32: RECORD OF EMPLOYMENT

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

ARTICLE 33: TRAINING

33.01 Where the Employer required Employees to attend training that the Employer deems necessary for the performance of the Employee's job, the Employer shall pay for the cost of such training.

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

- (a) The fee of the course paid;**
- (b) Time spent at the course shall be paid for at the rates and conditions provided under this Agreement as though such Employee was at work;**
- (c) If the course requires travel, they will be reimbursed for travel expenses in accordance with the NPP Travel Directive (excluding Deployment Training).**

ARTICLE 34: TECHNOLOGICAL CHANGE

34.01 Definitions

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

34.02 Advance Notice

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

training opportunities which can be utilized to move any affected Employees to a different position with the Bargaining Unit, where there exists a need for Employees.

34.03 New Positions

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

ARTICLE 35: CONTRACTING OUT

35.01 The Employer has no plans contemplating the closure of NPF outlets or the elimination of NPF positions within the Bargaining Unit, or reduction of Bargaining Unit work, by reason of contracting out.

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

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

ARTICLE 36: REMOTE WORK

36.01 Definitions

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

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

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

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

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

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

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

ARTICLE 37: SEASONAL EMPLOYEES

37.01 Seasonal Employees will be eligible to participate in the benefits plans during the time they are employed by the

Employer in accordance with the terms and conditions of the Collective Agreement and the applicable benefits plans. During the period of tie, which they are not actively in the employ of the Employer, seasonal Employees will be able to participate in all the benefit plans with the exception of Long Term Disability providing they pay the cost of all the premiums.

37.02 Providing there are staffing requirements, seasonal Employees will be recalled by the Employer in order of seniority. If a seasonal Employee is not recalled because of a change in staffing requirements, they shall be entitled to severance payments as per Article 31 of the Collective Agreement.

37.03 Continuous service and seniority of seasonal Employees will be based on the actual time worked.

37.04 Vacation entitlement will be based on continuous service.

ARTICLE 38: GENERAL

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

38.02 The Collective Agreement will be made available electronically.

ARTICLE 39: DURATION OF AGREEMENT

39.01 Term of this Collective Agreement shall expire the 30th day of April, 2025.

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

Signed at this 19th day of July 2024.

For the Employer

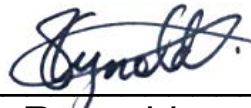


Ian Poulter
CEO
Staff of the Non-Public Funds,
CAF




Kassandra Shushack

For the Union




Craig Reynolds
Regional Executive Vice-
President, Ontario

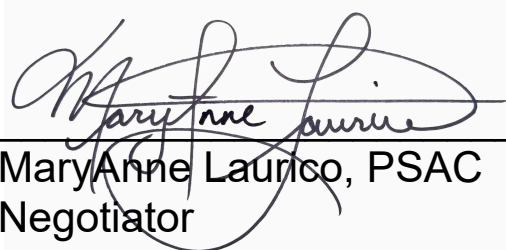
Senior Employment & Labour
Relations Officer
Lead Negotiator



Patrick Desormeaux
Member of the Negotiating
Committee



Carole (Nixie) Orr
Member of the Negotiating
Committee



MaryAnne Laurico, PSAC
Negotiator

APPENDIX A

PAY GRIDS

1-May-22	START	12 MOS	24 MOS	36 MOS	48 MOS
1	\$17.66	\$17.66	\$17.66	\$17.66	\$17.66
2	\$17.66	\$17.66	\$17.66	\$17.66	\$17.66
3	\$17.66	\$17.66	\$17.66	\$17.66	\$17.76
4	\$17.66	\$17.66	\$17.66	\$17.81	\$18.24
5	\$17.66	\$18.18	\$19.76	\$21.42	\$22.03
6	\$19.72	\$21.09	\$22.53	\$24.65	\$25.38
7	\$21.58	\$22.77	\$24.53	\$26.83	\$27.59
8	\$25.10	\$25.93	\$26.81	\$29.44	\$30.29

1-May-23	START	12 MOS	24 MOS	36 MOS	48 MOS
1	\$18.51	\$18.51	\$18.51	\$18.51	\$18.51
2	\$18.51	\$18.51	\$18.51	\$18.51	\$18.51
3	\$18.51	\$18.51	\$18.51	\$18.51	\$18.61
4	\$18.51	\$18.51	\$18.51	\$18.67	\$19.11
5	\$18.51	\$19.06	\$20.71	\$22.45	\$23.09
6	\$20.67	\$22.10	\$23.62	\$25.84	\$26.59
7	\$22.61	\$23.86	\$25.71	\$28.12	\$28.92
8	\$26.31	\$27.17	\$28.10	\$30.85	\$31.74

1-Apr-24	START	12 MOS	24 MOS	36 MOS	48 MOS
1	\$19.07	\$19.07	\$19.07	\$19.07	\$19.07
2	\$19.07	\$19.07	\$19.07	\$19.07	\$19.07
3	\$19.07	\$19.07	\$19.07	\$19.07	\$19.17
4	\$19.07	\$19.07	\$19.07	\$19.23	\$19.69
5	\$19.07	\$19.63	\$21.34	\$23.13	\$23.79
6	\$21.29	\$22.77	\$24.33	\$26.62	\$27.40
7	\$23.30	\$24.58	\$26.48	\$28.97	\$29.79
8	\$27.10	\$27.99	\$28.94	\$31.78	\$32.70

Exp: 30-Apr-25

PAY NOTES

Subject to ratification by the Union and the Employer, effective 1 May 2022 the above pay grid will be put into effect. Employees will be placed on the new pay grid in the following manner:

- A. The anniversary date of hire for the purposes of applying pay increments will remain unchanged.
- B. Effective 1 May 2023 and subject to the above ratification, the attached pay grid shall be put into effect.
- C. Effective 1 May 2024 and subject to ratification, the attached pay grid 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. **All Employees in the Bargaining Unit who are employed with the Employer on the date of ratification of this Agreement and former Employees who ceased working for the Employer after April 30, 2022, due to either (i)**

retirement (ii) no fault termination, (iii) the posting of a military family member to another military facility or (iv) in the case of death, the allowance shall be payable to the Employee's estate shall receive full retroactive pay to April 18, 2024, for all hours worked and/or paid.

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

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

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

This adjustment will not be made retroactively.

I. Unless otherwise expressly stipulated, the provisions of this

Collective Agreement shall become effective on the date it is ratified by the Union and the Employer.

J. The Agreement will expire on 30 April **2025**.

LETTER OF UNDERSTANDING #1

OUTLET CLOSURES

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

The parties further agree that should any of the outlets listed in sub-Article 13.01(e) cease operations (close), during the term of the current Collective Agreement the outlet list below shall be utilized in the application of this Article. This outlet list will apply for layoff and recall from layoff only.

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

- 1) Messes (JRs', WOs' & Sgts', Officers' Messes)
- 2) Jubilee Lodge Marina & Black Bear Campground
- 3) SISIP Financial Service
- 4) CANEX ExpressMart/CANEX SuperMart/Maintenance
- 5) Dundonald Hall (Fitness & Sports)/Silver Dart
Arena/Community Rec
- 6) Petawawa Post/Garrison PSP HQ/Health Promotion
- 7) NPF Accounts

LETTER OF UNDERSTANDING #2

NORMAL HOURS OF WORK

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

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

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

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

LETTER OF UNDERSTANDING #3

PERTAINING TO DOMESTIC VIOLENCE

As per its obligations under the *Canada Labour Code*

Part II, section XX, and Article 18 of the Agreement, the Employer recognizes that workplace violence can stem from incidents of domestic violence.

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

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

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

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

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal

lives that may affect their attendance or performance at work. For that reason, the Employer and the Bargaining Agent agree that an employee's culpability in relation to performance issues or potential misconduct may be mitigated if the employee is dealing with an abusive or violent situation and the misconduct or performance issue can be linked to that abusive or violent situation.