

COLLECTIVE AGREEMENT

BETWEEN

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

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA
GROUP: ADMINISTRATIVE SUPPORT CATEGORY
CFB TRENTON
(ALL EMPLOYEES)

8 WING CFB TRENTON

EXPIRY DATE: 30 NOVEMBER, 2013

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
1	- PURPOSE OF AGREEMENT	1
2	- RECOGNITION	1
3	- INTERPRETATION & DEFINITIONS	1
4	- STATE SECURITY	1
5	- MANAGERIAL RIGHTS	2
6	- FUTURE LEGISLATION & THE COLLECTIVE AGREEMENT	2
7	- CHECK-OFF	2
8	- APPOINTMENT OF REPRESENTATIVES	3
9	- LEAVE FOR REPRESENTATIVES & ACCESS TO PREMISES	3
10	- HEALTH AND SAFETY	4
11	- HOURS OF WORK	4
12	- OVERTIME	6
13	- SENIORITY	7
14	- DESIGNATED HOLIDAYS	8
15	- VACATION LEAVE	10
16	- LEAVE GENERAL	11
17	- GRIEVANCE PROCEDURES	19
18	- HARRASSMENT, VIOLENCE AND DISCRIMINATION IN THE WORKPLACE	22
19	- PAY	23
20	- CONSULTATION	24
21	- DISMISSAL AND SUSPENSION	25

8 Wing Trenton – Administrative Support Category

ARTICLE		PAGE
22	- REST PERIODS	26
23	- BULLETIN BOARDS	26
24	- INFORMATION TO EMPLOYEES AND BARGAINING AGENT	26
25	- EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES	27
26	- PART-TIME EMPLOYEES	28
27	- SHORTAGES	29
28	- GENERAL	29
29	- UNIFORMS	30
30	- SEVERANCE PAY	30
31	- DURATION OF AGREEMENT	31
	PAY NOTES	31
	RATES OF PAY	33
	LETTERS OF UNDERSTANDING	34

ARTICLE 1: PURPOSE OF AGREEMENT

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

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

ARTICLE 2: RECOGNITION

2.01 The Employer recognizes the Public Service Alliance of Canada certified by the Public Service Staff Relations Board on 5 December, 1984 as the Union for all employees in the Administrative Support Category employed at the Canadian Forces Base at Trenton in Ontario save and except managers.

ARTICLE 3: INTERPRETATION AND DEFINITIONS

3.01 For the purpose of this Agreement:

- a. **Full-time Employee** means an employee who has completed his/her probationary period and is employed on a continuing basis for twenty-seven (27) or more hours per week.
- b. **Part-time Employee** means an employee who has completed his/her probationary period and who may be employed on a continuing basis but works less than twenty-seven (27) hours per week and more than thirteen and one-third (13 1/3) hours per week.
- c. **Probationary Employee** means a new employee who is carrying out the tasks of a full-time or part-time, or temporary employee but has not been granted full-time or part-time status. The probationary period shall not normally exceed:
 - (1) Supervisory - **Four (4)** months, and
 - (2) non-supervisory – **Three (3)** months.
- d. **Temporary employee** means an employee who has completed his/her probationary period and who is carrying out the tasks of a full-time or part-time employee but has only been engaged on a temporary basis for a fixed term of three (3) months or more.

ARTICLE 4: STATE SECURITY

4.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations given or made

by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

ARTICLE 5: MANAGERIAL RIGHTS

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

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

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

5.02 New NPF employees may be released during the probationary period for just cause. The employee may have access to the grievance procedure but may not refer a grievance to adjudication.

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

ARTICLE 6: FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

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

ARTICLE 7: CHECK-OFF

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

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

- 7.03 For the purpose of applying clause 7.01, deductions from pay for each employee in respect of each month will start with the first full calendar month of employment to the extent that earnings are available.
- 7.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.
- 7.05 The Employer agrees to remit dues together with a list of employees from whom deductions have been made to the Union at its mailing address by the fifteenth (15th) day following the end of each calendar month.
- 7.06 The total Union dues deducted will appear on the T4 forms.

ARTICLE 8: APPOINTMENT OF REPRESENTATIVES

- 8.01 The Employer acknowledges the right of the Union to appoint employees as representatives.
- 8.02 The Employer and the Union shall determine the jurisdiction of each representative, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure.
- 8.03 The Union shall notify the Employer promptly and in writing of the names and jurisdiction of its representatives.

ARTICLE 9: LEAVE FOR REPRESENTATIVES AND ACCESS TO PREMISES

- 9.01 A representative shall obtain the permission of their manager through their immediate supervisor where applicable before leaving work to investigate complaints that lie within the jurisdiction agreed to at Article 8 to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. The representative shall report back to their manager or their immediate supervisor where applicable before resuming their normal duties.
- 9.02 A representative will not receive pay for time spent performing the tasks outlined in Article 9.01 during his/her regular scheduled time off.
- 9.03 When operational requirements permit, the Employer will grant leave without pay to a maximum of two (2) employees for the purpose of negotiation meetings or conciliation board or arbitration board hearings.
- 9.04 Union meetings shall be held outside the hours of work of the employees and outside the premises of the Employer. However, the Employer may permit the Union to use the Employer's premises outside the hours of work of the employees for conducting its

meetings, where refusal to grant permission would make it difficult for the Union to convene the meeting. The Union shall ensure the orderly and proper conduct of its members who attend such meetings on the Employer's premises and agrees to be responsible for leaving facilities in good order after use.

- 9.05 Following the consent of the Base Commander or his/her delegate, meetings of an urgent nature could be held during the hours of work on the Employer's premises.
- 9.06 The Union shall notify the Employer promptly and in writing of the names and positions of its accredited officials.
- 9.07 Subject to operational requirements the Employer will grant leave without pay to employees to attend Union related conferences and conventions or for other purposes related to union duties. The Employer shall act in a reasonable manner in the application of this article. The amount of leave without pay shall be taken in accordance with article 16.13.

ARTICLE 10: HEALTH AND SAFETY

- 10.01 The Employer shall continue to make reasonable provisions for the occupational safety and health of employees.
- 10.02 The Employer and the Union agree that the provisions of Part II of the Canada Labour Code, as may be amended from time to time apply for purposes of occupational Safety and Health.
- 10.03 The Employer shall not require an employee to work under unsafe conditions. The Employer and the Union recognize that the Environment Standards are those issued under the Canada Labour Code, Part II, as may be amended from time to time and as administered by the Base General Safety Officer.
- 10.04 Members of the Bargaining Unit who attend health and safety meetings, called by the Employer shall be paid for all such time under the terms of the Collective Agreement.

ARTICLE 11: HOURS OF WORK

- 11.01 The normal hours of work shall not exceed eight (8) hours in a day and forty (40) hours in a week, Monday to Friday, except that
 - a. the normal hours of work for the employees of the NPF accounts section shall not exceed seven and one-half (7½) hours in a day and thirty-seven and one-half (37½) hours in a week, Monday to Friday.
 - b. the normal hours of work for the employees working at Wing Accommodations shall not exceed eight (8) hours in a day and forty (40) hours in a week, Monday to Sunday.

- c. Senior part-time employees shall not be scheduled to work less hours than junior part-time employees in the same job title in the same outlet, provided they are able, willing and available to perform the work required. For the purposes of this article, full-time employees have preference over part-time employees.
- 11.02 Except for call back, nothing in this Agreement shall be construed as guaranteeing an employee minimum or maximum hours of work.
- 11.03 The Employer will advise the local representative(s) of any change in hours of work which the Employer proposes to institute, where such changes will affect the employees governed by this collective agreement. In all cases the Employer will, where practical, accommodate such employee representations as may have been conveyed by the representatives.
- 11.04 An employee called back to work shall receive a minimum of three (3) hours pay at his/her regular rate or a minimum of three (3) hours of work.
- 11.05 If, due to operational requirements the Employer reduces an employee's hours of work, additional employees may not be hired in that job title until that employee has been offered the increased hours of work, provided the additional hours of work do not result in overtime.
- 11.06 Work stoppages caused by a major storm or any unforeseeable occurrence will be compensated as follows:
- a. The employee advised by the Employer not to report to work will be paid for the scheduled work day at the regular rate of pay;
 - b. The employee who is at work and is sent home by the Employer will be paid for the balance of the scheduled work day at the regular rate of pay.
- 11.07 For employees working at Wing Accommodations, a work schedule shall be posted in the outlet every second Thursday morning showing the scheduled working hours for each employee for the following two weeks. If a schedule is not posted by Thursday noon, the schedule from the previous two weeks will apply. No changes will be made to the schedule after it is posted, for either the benefit of the employer or the benefit of the employee, other than those due to circumstances beyond the control of the employer. All work schedules shall be posted for a two week period.
- 11.08 For the purpose of this article “additional hours” are defined as hours that are not usually included in the posted working schedule. The employer shall offer available additional hours to Employees of the bargaining unit who ask for additional hours in writing, provided the said hours are not paid out as overtime, do not result in a change in the employee’s status, and do not conflict with the existing schedule. The Employer shall, to the extent possible, respect the principle of seniority when allocating additional hours.

- 11.09 There shall be a forty eight hour minimum break upon completion of midnight shifts at the end of each rotation. It is recognized that with mutual agreement this minimum may be waved.
- 11.10 Once in every three (3) week period, employees shall be scheduled two (2) consecutive days off, which shall be either a combination of Friday - Saturday, Saturday - Sunday or Sunday - Monday. This is a minimum standard and not a maximum. This requirement may be waived by mutual consent

ARTICLE 12: OVERTIME

12.01 When an employee who is required to work in excess or outside of his/her hours of work stipulated in Article 12.01 he/she is entitled to overtime compensation for each completed period of fifteen (15) minutes of overtime worked by him/her at the rate of time and one-half except as provided in subsections (a), (b) and (c).

- a. Double time for all overtime worked in excess of seven and one-half (7½) 8 Wing Trenton - Administrative Support Category 6 consecutive overtime hours on the normal working day;
- b. Double time for all overtime worked in excess of seven and one-half (7½) consecutive overtime hours on the first day of rest; and
- d. Double time for all time worked on the second and subsequent days of rest.

12.02 Overtime shall be compensated in money except where on request of an employee and with the approval of the Employer overtime may be compensated in equivalent leave with pay within sixty (60) days of the overtime worked.

Meal Allowance

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

- a. Immediately before the employee's scheduled hours of work; or
- b. Immediately following the employee's scheduled hours of work; and who has not been notified of this requirement prior to the completion of their previous shift, shall be reimbursed for one (1) meal in the amount of ten dollars and fifty cents (\$10.50) except where free meals are provided. Reasonable time, to be determined by the employer shall be allowed the employee in order that the employee may take an unpaid meal break either at or adjacent to the employee's place of work.

ARTICLE 13: SENIORITY

- 13.01 Seniority will be calculated from the first date of continuous employment in the Bargaining Unit.
- 13.02 The Employer shall provide the Union with a list of all employees showing their seniority date. The Employer will provide the list to the Union whenever requested in writing by the Union.
- 13.03 (a) Vacancies within the Bargaining Unit created by the departure of an employee, or creation of a new position, will be filled by means of a competition open only to employees in the Bargaining Unit. The successful applicant will be selected by the Employer on the basis of qualifications, ability, experience, potential and personal suitability. If two (2) or more applicants are judged suit able for the job and are rated equal the position will be awarded to the applicant with the most seniority in the Bargaining Unit. If there is no successful applicant the Employer can fill the position from outside the Bargaining Unit.
- (b) A bargaining unit employee awarded a new position in accordance with Article 13.03 (a), shall be placed on an initial three (3) month assessment period. If during the assessment period, the Employer determines that the employee cannot satisfactorily perform the job, or if during the first forty- five (45) days of the assessment period the employee decides that they do not wish to remain in the position, the employee will be returned to their former position or a similar position and former wage rate without loss of seniority.
- (c) During the above three (3) month period, the Employer will be entitled to staff the employee's former position with a temporary employee. In the event that the original employee returns to their former position, the temporary employee may be released by the Employer without notice, severance, or further obligation.
- 13.04 Where a position is reclassified to a higher level, the incumbent of that position shall automatically be classified to this level, effective the date of reclassification.
- 13.05 An employee will lose their seniority rights under this Agreement and their service will be terminated if the employee:
- a. voluntarily leaves their employment with the Employer;
 - b. is discharged for just cause;
 - c. in the case of a Temporary Employee, at the expiry of their employment term - unless that employee is re-hired within a period of twelve (12) months, in which case their previously acquired seniority will be restored.
 - d. has been laid-off for a continuous period of nine (9) months;

- e. has been laid-off and is recalled to work and fails to return to work or to give in writing valid reasons for their inability to do so within five (5) working days of the date they had been requested by the Employer, in writing, by registered mail, to return to work. In order to be eligible for recall from lay-off the employee must provide the Employer with their current mailing address and telephone number;
 - f. is absent from work for more than five (5) working days without securing leave in accordance with Article 15 and/or 16 or without producing evidence of a valid reason satisfactory to the Employer. It is understood and agreed that this Article does not permit or sanction absences of five (5) days or less without reasons satisfactory to the Employer.
- 13.06 When a full-time employee is laid-off due to lack of work and there is part-time work available in the Bargaining Unit, if the full-time employee so requests, he/she shall be given preference to work such part-time work if he/she is able and qualified to perform such work. He/she shall be paid at the hourly rate of pay of the job title of the part-time work. A full-time employee who accepts part-time work shall be given the first opportunity, consistent with his/her seniority, to re-convert to full-time status provided that he/she has the qualifications, experience, ability, and skill to do the job required. A full-time employee who works part-time hours in accordance with this article will retain seniority as a full-time employee for nine months. At the end of this period the full-time employee will be given the choice of accepting severance pay and termination of employment or conversion to part-time status with the maintenance of all seniority accrued as a full-time and part-time employee.
- 13.07 In matters of lay-offs, recall after lay-offs, and reduction of permanent employee to a part-time employee, the principle of length of service shall be recognized by the Employer, provided the senior employee has the qualifications, experience, ability, and skill to do the job required.
- 13.08 In this Article, the Employer is to be the judge of ability and qualifications but agrees that such decisions will not be made in an arbitrary or discriminatory manner.
- 13.09 In all circumstances, a full-time employee shall have preference over a part-time employee provided the full-time employee has the qualifications, experience, ability, and skill to do the job required.

ARTICLE 14: DESIGNATED HOLIDAYS

- 14.01 There shall be eleven (11) designated holidays with pay as follows:
- a. New Year's Day
 - b. Good Friday

- c. Easter Monday
- d. Victoria Day
- e. Canada Day
- f. First Monday in August
- g. Labour Day
- h. Thanksgiving Day
- i. Remembrance Day
- j. Christmas Day
- k. Boxing Day

and one additional day when proclaimed by an Act of Parliament as a National Holiday

14.02 Full-time employees are entitled to designated holidays with pay listed in Article 14.01 when:

- a. he/she works his/her scheduled day before or his/her scheduled day after the designated holiday, unless the absence is due to personal injury or illness; and
- b. he/she is not on an authorized leave of absence without pay.
- c. leave of absence for union business

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

- a. paid at the rate of one and one-half (1½) times his/her regular rate of pay for the hours worked in addition to his/her regular wages for the day; or
- b. paid at the rate of one and one-half (1½) times his/her regular rate for the hours worked and be given a holiday with pay at some other time convenient to his/her and the Employer.

14.04 Where a designated holiday falls on a day that is a non-working day for a full-time employee, the full-time employee is entitled to and shall be granted a day off with pay at a time convenient to him/her and his Employer and is within fifty (50) working days of the holiday.

14.05 If a full-time employee is not entitled to a paid designated holiday and he/she is required to work on a designated holiday he/she will be paid at one and one-half (1½) times his/her regular rate.

ARTICLE 15: VACATION LEAVE

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

<u>Continuous Full-Time Employment</u>	<u>Entitlement</u>
In the 1 st year of Continuous full time employment	10 working days
In the 2 nd to 7 th years of Continuous full time employment	15 working days
In the 8 th to 15 th years of Continuous full time employment	20 working days
In the 16 th and 17 th years of Continuous full time employment	22 working days
In the 18 th to 26 th years of Continuous full time employment	25 working days
In the 27 th year of continuous full time employment	27 working days
In the 28 th and subsequent years of continuous full time employment	30 working days

A full-time employee shall be entitled to apply for vacation leave on the basis of earned prorated vacation credits.

15.02 On termination of employment or death, the employee or his/her estate is entitled to any vacation pay owed to his/her 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 his/her 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 his/her based on seniority.

- 15.05 An employee shall give the Employer at least two (2) weeks notice in writing regarding the actual dates on which he/she desires to take a vacation if the period of the vacation request is in excess of five (5) days. Leave for shorter periods may be granted provided sufficient notice is given.
- 15.06 Vacation leave shall not be cumulative from year to year. It is realized that occasionally vacations cannot be taken during the vacation period because of illness, job requirements or other personal circumstances. In such cases vacations may be carried over the next vacation period with the written approval of the Employer. Applications for vacation carry-over shall be submitted in writing. Such approval shall not be unreasonably withheld.
- 15.07 Vacation is only earned while an employee is drawing a wage. Authorized periods of leave without pay that do not exceed two (2) weeks may be counted as time earning vacation.
- 15.08 Pay for vacation shall be given to the employee prior to the beginning of his/her vacation when requested in writing by the employee two (2) weeks prior to the start of his/her vacation.
- 15.09 An employee shall not be required to work on the weekend preceding and/or weekend following his/her vacation leave of five (5) or more days.
- 15.10 Where, in respect of any period of vacation leave with pay, an employee is granted sick leave on production of a medical certificate, the vacation with pay so displaced shall either be added to the vacation, if requested by the employee and approved by the Employer or reinstated for use at a later date.
- 15.11 An employee is entitled to be informed upon request of the balance of his/her vacation entitlement.
- 15.12 The vacation leave entitlement of an employee whose status is changed from part-time to full-time will be based on the total completed years of employment as a part-time and full-time employee.

ARTICLE 16: LEAVE GENERAL

16.01 Sick Leave Plan

- a. All full-time employees who have completed their probationary period are included in this plan.
- b. The following conditions govern the entitlement to sick leave:

- (1) The employee must contact his/her immediate supervisor as soon as possible on the first day of absence indicating the reason for the absence and the expected date of return;
 - (2) A medical certificate signed by a doctor must be provided for each absence in excess of five (5) working days. The Employer reserves the right to require a medical certificate for any period of illness, provided that the employee is advised in writing of the requirement beforehand. Prolonged illness or frequent illness may require additional certificates from a doctor selected by the Employer at the Employer's expense.
 - (3) An employee on maternity leave in accordance with Article 16.03 will not be eligible for coverage under the sick leave plan.
 - (4) When an Employee informs the Employer that (s) he is unable to perform his or her duties due to illness, the Employer shall find a replacement
- c. The following conditions govern the entitlement to sick leave:
- (1) The employee must contact his/her immediate supervisor as soon as possible on the first day of absence indicating the reason for the absence and the expected date of return;
 - (2) A medical certificate signed by a doctor must be provided for each absence in excess of five (5) working days. The Employer reserves the right to require a medical certificate for any period of illness, provided that the employee is advised in writing of the requirement beforehand. Prolonged illness or frequent illness may require additional certificates from a doctor selected by the Employer at the Employer's expense.
 - (3) An employee on maternity leave in accordance with Article 16.03 will not be eligible for coverage under the sick leave plan.
- d. The employee's full benefits are reinstated after a return to work for thirty (30) calendar days for the same disability or for five (5) continuous working days if the disability is for a new cause.

16.02 Notwithstanding the above provisions, an employee converting from part-time to full-time status at CFB Trenton may count his/her previous continuous part-time employment at CFB Trenton towards sick leave entitlement as follows:

- a. Less than five (5) years of continuous part-time service - one half ($\frac{1}{2}$) of the previous service, e.g. four (4) years part-time = two (2) years full-time; and
- b. Five (5) or more years of continuous part-time service - all of the previous service, e.g. six (6) years part-time = six (6) years full-time.

16.03 Maternity, paternity and adoption leave

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

- a) Employee who provides the Employer with a qualified doctor's certificate attesting that she is pregnant is entitled up to seventeen (17) weeks of leave beginning at the earliest eleven (11) weeks before the presumed date of her delivery and ending at the latest seventeen (17) weeks after the date of delivery;
 - b) Without prejudice to paragraph B, an employee who is or may be effectively in charge of the care of a newborn is entitled to leave of up to thirty-five (35) weeks commencing at a time chosen by the employee:
 - (i) If the employee is female:
 - (a) either at the termination of maternity leave she has taken: or
 - (b) on the day of the child's birth or the day she has taken charge of the child's care.
 - (ii) If the employee is male:
 - (a) either at the termination of all maternity leave taken by the mother;
 - (b) the day of the child's birth or the day he takes charge of the child's care.
 - (c) Where the employee's child is born with or contracts a condition that requires hospitalization within the period defined in (a) and (b) above and the employee returns to work during all or part of any periods during which the newborn is hospitalized, the employee may resume the leave to the extent provided in (a) and (b) above, subject to operational requirements.
- (B) The total period of leave that can be taken by two employees for child care must not exceed thirty-five (35) weeks.
- (C) An employee who intends to take or modify the leave awarded for child care must give the Employer written notice at least four (4) weeks prior to the leave.
- (D) An employee who returns to work after leave for child care shall be reassigned to the position she or he left to take leave or to a comparable position in the same workplace, with the same wages and benefits. If during the leave period the wages and benefits of the group of which the employee is a part are changed due to reorganization or renewal of the collective agreement, the employee is entitled to receive the wages and benefits for this position as though he or she had worked

at the time of reorganization or renewal. The employee on leave shall be advised in writing of any such modifications.

- (E) Leaves such as those described in this section are included in calculation of benefits listed in the present collective agreement. This does not apply if the employee does not return to work when the leave terminates.
- (F) When the employee requests leave without pay awarded to employees for childcare, he or she must also inform the Employer of his or her choices with regard to the retirement plan and the group social benefits. If the employee chooses to participate in these benefits, the necessary arrangements shall be made for the employee to pay the required contributions.
- (G) An employee leaving on maternity leave shall be granted a two-week allowance equal to the benefits the employee would receive from Employment Insurance Canada, and for the remaining fifteen (15) weeks of maternity leave shall be granted a top-up allowance equal to the difference between the benefits the employee would receive from Employment Insurance and ninety three (93%) percent of their gross pay as averaged over the previous two pay periods, in accordance with the following conditions:
 - (a) an employee who has completed six (6) months of continuous service and who provides the Employer with proof that she has submitted an application for benefits under the employment insurance plan under the provisions of section 22 of the Employment Insurance Act, as may be amended from time to time, and who is declared eligible for such benefits, shall receive benefits related to maternity leave under the Supplementary Employment Insurance Benefits plan;
 - (b) an employee who receives benefits for maternity leave must return to work for a period at least equal to the duration of the maternity leave. The return must occur immediately upon the termination of her maternity leave, unless the Employer has agreed to extend the leave, or unless the employee is entitled to leave under the present agreement; and
 - (c) if the employee does not return to work in accordance with the present section, she will have to reimburse the Employer the percentage of the allowance she received that is equal to (the duration of the maternity leave minus the time the employee returned to work) divided by the duration of the maternity leave) multiplied by one hundred percent)

16.04 The aggregate amount of leave without pay referred to in 16.03(b) that may be taken by two employees for child care responsibilities will not exceed twenty-four (24) weeks.

16.05 Every employee is to give at least four (4) weeks notice in writing to the Employer of the intent to take leave for employees with child care responsibilities and of any change in length of leave intended to be taken.

16.06 An employee returning from child care responsibilities 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 wage and benefits of the group to which the employee belongs are changed as a result of a reorganization, and/or a renewal of the collective agreement, the employee is entitled upon return from leave to receive the same pay and benefits that the employee would have received had he/she been working when the reorganization and/or renewal of the collective agreement took place. An employee on leave will be notified in writing if such a change occurred.

1607 Leave granted under this article shall be counted as "service" for purposes of benefits in the agreement. This shall not apply where an employee terminates employment immediately following such leave.

16.08 The employee shall, along with the request for child care responsibilities leave without pay, notify the Employer in writing as to whether they wish to continue pension and group insurance benefits. Should an employee taking leave under 16.03 a) above elect to continue coverage, the Employer shall continue to pay it's share of contributions. For those employees taking leave under 16.03 b) above arrangements will be made for the employee to make the necessary contributions.

16.09 Leave For Family-Related Responsibilities

- a. For the purposes of this clause, family is defined as spouse (including common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), grandchildren or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- b. The employer shall grant leave with pay to full-time employees under the following circumstances:
 - (1) to take a dependant family member for medical or dental appointments, or for appointments with school authorities or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependant family members to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible.
 - (2) to provide for temporary care of a sick member of the employee's immediate family.
 - (3) for needs directly related to the birth of an employee's child. This leave may be divided two (2) periods and granted in separate dates;

