

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: NPF HEADQUARTERS OTTAWA ADMINISTRATIVE
SUPPORT AND OPERATIONAL CATEGORY (ALL
EMPLOYEES) & CFSG (OTTAWA-GATINEAU)
ADMINISTRATIVE SUPPORT CATEGORY (ALL EMPLOYEES)**

**NPF OTTAWA HEADQUARTERS & CANADIAN FORCES
SUPPORT GROUP (OTTAWA)**

EXPIRY DATE: 28 FEBRUARY 2022

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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 Public Service Alliance of Canada hereinafter referred to as 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 4 October 1982, as exclusive Bargaining Agent for all employees of the Employer in the Operational Category and on 1 November 1982 for all employees of the Employer in the Administrative Support Category and on 4 October 1982 for all the employees of the Employer in the Technical Category employed at the National Defence Headquarters at Ottawa under the direction and control of the Director General Personnel Services (DGPS), save and except Category II employees who are recognized as either Administrative and Foreign Services or Scientific and Professional Category employees. The Employer further recognizes the Public Service Alliance of Canada, certified by the Public Service Staff Relations Board on 2 November, 1984 as exclusive Bargaining

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Agent for all employees of the Employer in the Administrative Support Category employed at the Canadian Forces Base at Ottawa, Ontario save and except managers.

2.02 The Parties agree that the term “NPF Headquarters Ottawa” (NPF HQ Ottawa) and “Canadian Forces Support **Group** Ottawa-**Gatineau** (CFSG (OG)) shall be used by them instead of “National Defence Headquarters at Ottawa under the direction and control of the Director General Personnel Services” and “Canadian Forces Base at Ottawa, Ontario” respectively in reference to the work location of the members of the Bargaining Unit. The term shall also be included in the cover page and the heading of this Collective Agreement. These references shall in no way affect the validity of the original certifications of the Bargaining Agent, and are intended for convenience only.

ARTICLE 3

INTERPRETATION AND DEFINITIONS

3.01 For the purpose of this Agreement:

- (a) Full-Time Employee means an employee who has completed their probationary period and is employed on a continuing basis for twenty-seven (27) or more hours per week.
- (b) Part-Time Employee means an employee who has completed their probationary period and who may be employed on a continuous basis but works less than twenty-seven (27) hours per week and more than twelve and one half (12½) hours per week.
- (c) Probationary Employee means a new employee who is carrying out the tasks of a full-time or part-time

employee but has not been granted full-time or part-time status. The probationary period shall normally not exceed three (3) months. The Employer may, in consultation with the Union, extend the probationary period for a further period of three (3) months, or a lesser period, in the event that the employee's evaluation is unsatisfactory upon conclusion of the original probationary period or in the event that the Employer has been unable to adequately assess the employee for reasons beyond the Employer's control. Examples of reasons beyond the Employer's control are prolonged absences from the workplace.

- (d) Term Employee means an employee 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 at least three (3) months, but normally not more than twelve (12) months, for the purpose of:
 - (i) Replacement of indeterminate employees who are on approved leave with or without pay, or
 - (ii) Short-term assignments, or
 - (iii) Non-recurring work.

Term Employees who have not been hired in accordance with Article 13.04 may have the duration of their temporary employment extended subject to mutual agreement of the Employer and the Union.

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 probation period for just cause. The employee may have access to the grievance procedure but may not refer a grievance to adjudication unless the release is disciplinary in nature.

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 and without discrimination.

ARTICLE 6

FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

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

ARTICLE 7

CHECK-OFF

7.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues established by the Union from the pay of all employees in the Bargaining Unit.

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

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

7.03 The Employer agrees to remit dues together with a list of employees from whom deductions have been made to the Union at its mailing address by the fifteenth (15th) day following the end of each calendar month, except for circumstances beyond the Employer's control. The Employer agrees to supply the Union, semi-annually, with the name and classification of each new employee.

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

7.05 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.

7.06 The Employer shall provide the Local, quarterly, with the name, classification level, place of work and employment date of each new employee hired into a Bargaining Unit position (for an intended period of longer than three months) during the said period. Further, the Employer agrees to submit, monthly, the list of employees whose names are on the layoff list.

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 the Employer or their delegate through their immediate supervisor before leaving their work to investigate complaints of an urgent nature that lie within the jurisdiction agreed to in Article 8, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Where practicable, the representative shall report back to their immediate supervisor before resuming their normal duties.

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

9.03 The Employer agrees that accredited officials of the Union may be granted access to the Employer's premises upon request and following the consent of the Employer or their delegate. Such request where practicable shall be made at least twenty-four (24) hours in advance to the Employer or their delegate. Such approval shall not be unreasonably withheld.

9.04 The Union's meetings shall be held outside the hours of work of the employees and outside the premises of the Employer.

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

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

9.06 When operational requirements permit, the Employer will grant leave without pay to a maximum of three (3) employees for the purpose of attending negotiation meetings, attending preparatory negotiation meetings, conciliation board or arbitration tribunal meetings concerning **the Local**.

9.07 Subject to the operational requirements and with at least one (1) week's notice, the Employer shall grant leave without pay to employees to participate in Union training or events such as conventions, conferences, meetings, etc. The Employer may approve requests with less than the above notice and such requests shall not be unreasonably denied.

9.08 When an employee is on approved leave without pay under Article 9.06 and 9.07, their pay shall continue as normal and any time spent on Union leave, without pay, where authorized by the Union shall be billed to the approving body, either the UNDE Component, Local or the PSAC.

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 Part II of the Canada Labour Code as may be amended from time to time.

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.

10.05 Violence in the Workplace

The Parties agree that Part XX of the Canada Occupational Health and Safety Regulations which deal with prevention of violence in the workplace apply for the purposes of health and safety. It defines workplace violence as any action, conduct, threat or gesture of a person towards an employee in their workplace that can be reasonably expected to cause harm, injury or illness to that employee. When an employee has suffered violence in the workplace the Employer will immediately **respond to** the situation in accordance with the steps outlined in Canada Labour Code Part II, Part XX of the Canada Occupational Health and Safety Regulations and any other relevant jurisdictional policies and procedures. The Employer will keep the

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appropriate Union representatives informed of ongoing developments for each situation under investigation. All incidents shall be reported to the joint Occupational Health and Safety Committee meetings.

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

10.07 Upon the presentation of a valid sales receipt confirming the employee's purchase of CSA approved footwear, employees who are required to wear safety footwear, as determined by the National Health and Safety Committee, shall be entitled to an annual allowance of one hundred and fifty (\$150) dollars. This allowance shall be paid no more frequently than once per fiscal year.

In the case where an employee has not used their allowance in a fiscal year, they can carry-over up to three hundred dollars (\$300) of their allowance of the next fiscal year.

ARTICLE 11

HOURS OF WORK

11.01

- (a) For administrative employees, the normal hours of work shall be thirty-seven and a half (37½) hours per week divided into five (5) consecutive seven and a half (7 ½) hour working days, Monday through Friday between the hours of 0700 and 1800. Employees may submit their preference as to the working hours available to them and such preference will be considered, in order of seniority, when working hours are assigned.

Start or end times outside of this range are permitted in response to an employee request, including those related to Article 11.06. Such request shall not be unreasonably denied.

- (b) For operational employees, the normal hours of work shall not exceed seven and one-half (7½) hours in a day and thirty-seven and one-half (37½) hours in a week. A week will include a period of seven (7) consecutive days starting at 0001 hours Monday morning and ending at 2400 hours Sunday **that include a minimum of two (2) consecutive days off, unless otherwise requested by an employee.**

11.02 An employee shall have the right, consistent with the operational requirements of their position, to request that their normal working hours be scheduled for a consecutive period of time, exclusive of a lunch period, between the hours of 0700 and 1800 hrs. The Employer's approval to such requests shall not be unreasonably denied. A lunch period shall not be less than thirty

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(30) minutes or more than ninety (90) minutes duration. The meal period shall remain as per past practice unless changes are mutually agreed upon. Once approved by the appropriate section head, an employee's selected work schedule shall remain as posted until changed as a result of consultation between the employee and the section head. Occasional adjustments may be approved by supervisors provided the employee works their normal hours of work each day.

11.03 When the Employer does not permit an employee to take a meal break or requires an employee to work through their meal break, the employee shall be paid for the meal period.

11.04 **Employees will be provided with the work schedule for their section within their Division.**

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

11.06

- (a) Notwithstanding the provisions of **Article** 11.01, an employee may request to be scheduled for a compressed work week in such a manner that they complete their regular weekly hours of work in a period other than five (5) full work days provided that over a fourteen (14) calendar day period, the employee's total hours of work equal their normal hours of work as outlined in Article 11.01 and required by their position for a two (2) week period (for e.g. 75 hours).
- (b) Subject to operational requirements, the Employer (as represented by the appropriate Division Head) in its discretion may approve the employee's request upon such terms and conditions, as it deems reasonable. In such circumstances, the employee will not be entitled to

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overtime pay unless their actual hours of work over a fourteen (14) day period exceed their normal hours of work as stipulated in Article 11.01 for a two-week period (for e.g. 75 hours).

- (c) Also in such circumstances, when calculating entitlements for designated holidays as stipulated in Article 14 and any applicable paid leave (for e.g. vacation, sick, bereavement and family related leave) as stipulated in Articles 15 and 16, the employee's daily hours of work shall be deemed to be the employee's daily average hours over the appropriate fourteen (14) day period (for e.g. 7.5 hours per day) as opposed to the number of hours they were scheduled to work on the actual day of leave/holiday.

11.07 If an employee is scheduled to work and they report to work and there is either no work available or insufficient work available, the employee shall be paid a minimum of three (3) hours pay at their regular rate.

11.08 Where scheduled hours are to be changed so that they are different from those presently in existence, the Employer, except in cases of emergency, shall consult in advance with the Union on such proposed hours of work. The Employer will where practicable, accommodate such employee representations that may be conveyed by these representatives. Every reasonable effort will be made to give employees two (2) consecutive days of rest.

11.09 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 workday at the regular rate of pay.

11.10 Call in and Call back

When an employee who is not scheduled to work that day is called in and reports to work they shall receive a minimum of three (3) hours pay at their applicable rate of pay. The employee is entitled to overtime pay at the applicable rate if **the** total hours worked in the work week exceeds thirty-seven and one-half (37½) hours.

11.11 If an employee who has completed their scheduled hours in a day is called back to work and returns to work, they shall be entitled to a minimum of three (3) hours pay at one and one half (1½) times their regular rate of pay, provided that the period worked by the employee is not contiguous to the employee's normal hours of work. The employee is entitled to overtime pay at the applicable rate if total hours worked in the day exceeds seven and one-half (7½) hours.

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

ARTICLE 12

OVERTIME

12.01 When an employee is required to work in excess of the normal hours of work stipulated in Article 11.01 the employee is entitled to overtime compensation for each completed period of fifteen (15) minutes of overtime worked by them at a rate of time and one-half (1½) except as provided in Articles 14.04 and 14.08 and in the following subsections (a), (b) and (c).

- (a) double time for all overtime worked in excess of seven and one-half (7½) consecutive overtime hours on a 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
- (c) double time for all time worked on the second and subsequent days of rest.

12.02

- (a) Overtime shall be compensated in cash except where upon request and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.
- (b) Wherever possible, the Employer will endeavor to make cash payments for overtime in the pay period following that in which the credits were earned.
- (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer, and

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such leave shall be taken within a twelve (12) month period from the time it is accrued.

- (d) Where, in respect of any period of compensatory leave with pay, an employee is granted sick leave on production of a medical certificate, the period of compensatory leave with pay so displaced shall be reinstated for use at a later date.
- (e) In extenuating circumstances, when compensatory leave with pay is not used by the end of a twelve (12) month period to be determined by the Employer, the employee will be paid for the leave in cash. Such payment shall be at the employee's hourly rate of pay at the end of the twelve (12) month period.

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

12.04 Meal Allowance

- (a) An employee who works three (3) or more hours of overtime immediately before or 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 meal in the amount of **thirteen dollars (\$13.00)** except where free meals are provided.
- (b) When an employee in the Operational Category works overtime continuously extending four (4) hours or more

beyond the period provided for in **paragraph (a)**, the employee shall be reimbursed for one additional meal in the amount of **thirteen dollars (\$13.00)** except where free meals are provided.

ARTICLE 13

SENIORITY

13.01 Definition

- (a) Seniority shall be defined as the total length of continuous full-time employment in the Bargaining Unit covered herein.
 - (i) Probationary Employees shall have no seniority under this Agreement until the conclusion of the probationary period at which time an employee's seniority as either a full-time or part-time employee shall date back to their first day of continuous full-time or part-time work.
 - (ii) Term Employees shall have no seniority under this Agreement until they have obtained an indeterminate position and have concluded their probationary period at which time an employee's seniority as either a full-time or part-time employee shall date back to their first day of continuous full-time or part-time work.
- (b) Divisions: the Bargaining Unit shall be divided into the following operations called Divisions:

CANEX

SISIP Financial (SISIP F)

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Personnel Support Programs HQ

Finance

Human Resources

Information Services

Corporate Services

Military Family Services

Hylands Golf Club

PSP Military Housing

CFSG (O-G) Community Recreation Centre

13.02 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 cause;
- (c) has been laid-off for a continuous period of twelve (12) months;
- (d) has been laid-off and is recalled to work and fails to return to work or to give in writing valid reasons for their inability to do so within three (3) 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 lay-off the employee must provide the Employer with their current mailing address and telephone number;
- (e) overstays a period of leave granted by the Employer without securing an extension of such leave;

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- (f) 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. 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; or
- (g) is a full-time employee and is employed full-time with another Employer.

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

13.04 Vacancies within the Bargaining Unit that are initially anticipated to be three (3) months in duration or longer will be filled accordingly:

- (a) The vacancy shall be offered first, on the basis of seniority to any employee on the layoff list of the Division concerned provided the employee is of the same classification of the vacant position or higher and provided they have the necessary qualifications, experience, ability, and skill to do the job required.
- (b) If the vacancy cannot be filled in accordance with Article 13.04(a) above, a notice of competition shall be posted for a minimum of five (5) working days on **the bulletin** boards and sent **electronically** to Bargaining Unit members. The notice of competition shall contain a summary of the duties, the qualifications for the position and its classification and wage rate. Interested

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employees shall apply **following the instructions as per the job poster**. An employee in the Division where the vacancy occurs shall be given first opportunity to fill the position provided they have the qualifications, experience, ability, and skill to do the job required. Where the Employer determines there is more than one (1) employee in the Division concerned with equal qualifications to fill the vacancy, the more senior employee will be given preference.

- (c) If the vacancy cannot be filled in accordance with Article 13.04(b), the vacancy shall then be offered, on the basis of seniority to any employee on the layoff list in the Bargaining Unit provided they are of the same classification of the vacant position or higher and provided they have the necessary qualifications, experience, ability, and skill to do the job required.
- (d) If the vacancy cannot be filled in accordance with Article 13.04(c) above then employees in the Bargaining Unit shall be given first opportunity to fill the position provided they have the qualifications, experience, ability, and skill to do the job required. Where the Employer determines there is more than one (1) employee in the Bargaining Unit with equal qualifications to fill the vacancy, the more senior employee will be given preference.
- (e) Following the foregoing if there is no qualified applicant, the Employer may appoint any person it desires to fill the position.

13.05

- (a) If, at any time within three (3) months of being awarded the job in accordance with Article 13.04, 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 to a similar position and former rate of pay without loss of seniority.

- (b) The Parties agree that the Employer may staff the employee's former position with a term employee during the three (3) month period described in **Article 13.05(a)**, and that the term employee may be released without notice or severance upon the original employee's return to the position. The Employer may extend the period of employment of the term employee in the event that the assessment period is extended.

13.06 Only an employee who applied for a competition and was not selected at the stage in the process outlined in Article 13.04 above at which they were entitled to be considered may submit a grievance regarding the competition. The grievance must be submitted at the first level of the grievance procedure within the ten (10) working days following the day on which the employees were advised of the name of the successful candidate or the day on which they were advised that they were unsuccessful in the competition, whichever occurs first.

13.07 When a full-time employee is laid-off due to lack of work and there is part-time work available in their Division, if the full-time employee so requests, they shall be given preference to work such part-time work if they are able and qualified to perform such work. The employee shall be paid at the hourly rate of pay of the job classification of the part-time work. A full-time employee who accepts part-time work shall be given the first opportunity, consistent with their seniority, to re-convert to full-time status provided that they have the qualifications, experience, ability, and skill to do the job required.

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13.08 An employee recalled from lay-off in accordance with Article 13.04 to a classification with a lower rate of pay than the rate of pay of their former classification, shall be paid the rate of pay specified in Appendix A for the new classification 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 lay-off list of the Division concerned.

13.09 Within 60 days of the signing of this Collective Agreement a separate seniority list for **full-time and part-time employees** shall be posted for a period of three (3) weeks in each Division **and an electronic copy provided to the Local President or their designate**. The seniority date for each employee shall be considered correct if no objection is made within three (3) weeks of the first day of posting of the initial list on which the employee's name appears. The Employer will provide the **Local President or their designate** with revised seniority lists semi-annually.

13.10 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.

13.11 A full-time employee who is given part-time status as set forth in Article 13.07 will retain seniority as a full-time employee for six (6) months.

13.12 If a part-time employee moves to a full time position their seniority as a part-time employee will be recognized on the basis of one hundred percent (100%) credit on the calculation of their full-time seniority.

13.13 The Employer shall consider the seniority of part-time

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employees in the Division for filling of full-time jobs in the Division or when additional part-time hours become available in the Division provided that the part-time employee has the qualifications, experience, ability, and skill to do the job required.

13.14 A part-time employee, relieving a full-time employee absent due to illness, injury, vacation or any other leave of absence will not be considered a full-time employee for the purpose of this Agreement.

13.15 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.

13.16 Should a Bargaining Unit position become vacant and is not posted within thirty (30) calendar days the Employer shall notify the Union.

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) Sovereign's Birthday (Victoria Day);
- (e) Canada Day;
- (f) First Monday in August;
- (g) Labour Day;
- (h) Thanksgiving Day;
- (i) Remembrance Day;

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- (j) Christmas Day;
- (k) Boxing Day; and
- (l) one additional day when proclaimed as a National Holiday by an Act of Parliament.

14.02 There shall be no payment for designated holidays which occur within a period of leave without pay.

14.03 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 some other time. This may be by way of an addition to their annual vacation or granted as a day off with pay at a time convenient to them and **the** Employer.

Except that, when New Year's Day, Canada Day, Remembrance Day, Christmas Day or Boxing Day falls on a Sunday or Saturday, the employee is entitled to and shall be granted a day off with pay on the adjacent working day designated by the Employer.

14.04 An employee who is required to work on a day on which they are entitled to a holiday with pay shall be paid, in addition to their regular rate of pay for that day at one and one-half times ($1\frac{1}{2}$) their regular rate of pay for the first seven and one-half ($7\frac{1}{2}$) hours worked by them on that day and double time (2) their regular rate of pay for all hours worked thereafter.

14.05 An employee shall be paid for holidays mentioned in **Article** 14.01 unless they are absent on their scheduled day prior to or following the holiday subject to the following:

- (a) employees who are sick on either days mentioned above shall be entitled to the paid holiday provided the employee provides proof of illness or injury, if requested by the Employer during the period of illness or injury;

- (b) employees on leave with pay or leave of absence for Union business not in excess of two (2) weeks on either of the days mentioned above shall be paid for the holiday.

14.06 No part-time employee is entitled to be paid for a designated holiday when they are not entitled to pay for at least:

- (a) ten (10) days during the thirty (30) calendar days immediately preceding the designated holiday; or
- (b) fifty (50) hours in the thirty (30) calendar days immediately preceding the designated holiday.

14.07 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 (2) times their hourly rate of pay for all time worked.

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:

Continuous Full-Time Employment

Entitlement

In the 1st year of continuous full-time employment

10 working days

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In the 2 nd to 6 th year of continuous full-time employment	15 working days
In the 7 th to 15 th year of continuous full-time employment	20 working days
In the 16 th to 17 th year of continuous full-time employment	23 working days
In the 18 th to 26 th year 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

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

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

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

15.05 An employee shall give the Employer at least fourteen (14) 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. If the employee is not able to give

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fourteen (14) days' notice due to extenuating circumstances, as determined by the Employer, the Employer will consider the employee's request but will balance this request with operational requirements.

15.06 Vacation leave shall not be cumulative from calendar year to calendar year under normal circumstances. Where in any calendar year, an employee has not used all of the vacation leave credited to the employee, the unused portion of the employee's vacation, to a maximum of five (5) working days shall be carried over into the following calendar year. Applications for vacation carryover of more than five (5) days shall be submitted in writing and subject to the approval of the Employer. Such approval shall not be unreasonably withheld.

15.07 The normal vacation period shall commence on May 31 and end on September 30.

15.08 The employee shall submit their vacation leave requests prior to the vacation period. Vacation requests shall be granted based on seniority from amongst the requests submitted.

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

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

15.11 The vacation leave entitlement of an employee whose status is changed from part-time to full-time will be based on the total completed years of employment as a part-time and full-time employee.

15.12 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.

15.13

- (a) Subject to the provisions of this clause, any employee who has qualifying prior service in the Canadian **Armed** Forces will have this service included in the calculation of their vacation entitlement outlined in Article 15.01.
- (b) For the purposes of this clause, qualifying prior Canadian Forces service shall be any period of former Canadian Forces service as either a member of the Regular Force or Reserve Force Class B or C that is at least six (6) continuous months in duration and during which time the employee was not earning vacation as an NPF employee. For greater certainty, prior, current or future Canadian Forces service earned during any period where the employee also earned or received vacation pay with/from NPF does not count as qualifying prior Canadian Forces service.
- (c) In order to be eligible for the inclusion of qualifying prior Canadian Forces service credit in the calculation of their vacation entitlement, the employee must provide the HR Office with an acceptable record of their qualifying prior Canadian Forces service. Acceptable records include confirmation of:
 - (i) Service as a contributor under the *Canadian Forces Superannuation Act*;
 - (ii) Service that has been elected as pensionable service under sub-paragraph 6(1)(b)(iii)(C) of the

- Public Service Superannuation Act*; or
- (iii) Service as Reserve Force Class B or C for which (i) and (ii) do not apply but that can be validated to the satisfaction of the Employer.

ARTICLE 16

LEAVE GENERAL

16.01 Sick Leave Plan

- (a) All full-time employees who have completed their probation period are entitled to up to seventeen (17) weeks sick leave at full pay.
- (b) The following conditions govern the entitlement to sick leave:
 - (i) The employee must notify their immediate supervisor of their absence prior to their regular starting time on the first day of their absence or as soon as possible, at which time they will indicate the reasons for the absence and expected date of return.
 - (ii) A medical certificate signed by a doctor must be provided for each absence in excess of five (5) working days. The Employer reserves the right to require a medical certificate for any period of illness provided that the employee is advised in writing of the requirement beforehand. The Employer will reimburse employees for the cost of the Initial Attending Physician Statement. Prolonged or frequent illness may require additional certificates at the expense of the

Employer (**Division**) from the employee's doctor or a doctor mutually agreed upon.

- (iii) An employee on maternity leave, in accordance with Article 16.02, will not be eligible for coverage under the sick leave plan.
- (c) 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.
- (d) Upon termination of the sick leave period provided in **Article 16.01(a)**, an employee may ask for and obtain additional leave without pay for a period not in excess of thirty-five (35) weeks; an employee who is granted such leave is entitled to return to their former position on returning to work.
- (e) 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 of the requirements regarding the same will not be subject to disciplinary action.

16.02 Part-time employee/s who have completed their probationary period may be granted up to a maximum of two (2) shifts of paid sick leave per fiscal year. Sick leave is not cumulative from year to year, nor does it have any cash value.

Maternity and Parental Leave

16.03 Maternity Leave

When an employee provides her Employer with a

certificate of a qualified health care practitioner confirming that she is pregnant, that employee shall be granted a maternity leave of absence from employment of up to seventeen (17) weeks, which leave may commence no earlier than twelve (12) weeks prior to the estimated date of delivery and end not later than seventeen (17) weeks following the actual day of delivery.

For Quebec residents, when an employee provides her Employer with a certificate of a qualified health care practitioner confirming that she is pregnant, that employee shall be granted a maternity leave of absence from employment of up to the maximum number of benefit weeks provided under the Quebec Parental Insurance Plan (Basic Plan or Special Plan), which leave may commence no earlier than sixteen (16) weeks prior to the estimated date of delivery and end not later than eighteen(18) weeks following the actual day of delivery.

16.04 Maternity Leave Allowance

After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance benefits, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan (SUB) **as follows:**

- (a) where an employee is subject to a waiting period before receiving EI maternity benefits, she is eligible to receive ninety-three percent (93%) of her weekly gross pay;**
- (b) for each week that the employee receives a maternity benefit pursuant to section 22 of the *Employment Insurance Act*, she is eligible to receive the difference between ninety-three percent**

(93%) of her weekly gross pay and the EI maternity benefits; and

- (c) where an employee has received the full fifteen (15) weeks in (b) and remains on maternity leave without pay, she is eligible to receive the additional week(s) of maternity allowance at ninety-three percent (93%) of her weekly gross pay.**
- (d) An employee who receives the allowance shall return to work for a period equal to the period of time of maternity leave taken, 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; and
- (e) Should the employee fail to return to work as per the provisions of Article 16.04(d), the employee recognizes that she is indebted to the Employer for the full amount of the allowance.
- (f) Employees who receive the maternity leave allowance but are unable to return to work for the period of time outlined in Article 16.04(d) due to circumstances that, in the opinion of the Employer, are beyond the control of the employee, will not be indebted to the Employer for the amount of the maternity leave top-up allowance paid to them. The Employer shall not act in an arbitrary or discriminatory manner in its assessment of the employee's situation.
- (g) If the employee believes that she may not be able to comply with the obligation to return to work she shall have the option of electing to defer her allowance entitlements, (top-up) until such time as she returns to

work. Should the employee return to work for the requisite period as stipulated above she will be given her maternity leave allowance in the form of a lump sum less statutory deductions upon recommencement of employment.

16.05 Parental Leave without Pay

Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner or same sex partner), the employee shall, upon request, be granted parental leave without pay, or

Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay, for either:

- (a) a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option), OR
- (b) a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option), OR
- (c) **For Ontario residents only: a single period of up to eight (8) weeks for shared parental leave, if they have not already taken the full allotment under either (a) or (b) above** beginning on the day on which the child is born or the day on which the child comes into the employee's care.

Notwithstanding (a) and (b) above, at the request of an

employee and at the discretion of the Employer, the leave referred to in (a) and (b) above may be taken in two (2) periods.

- (d) Where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay OR where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while their child is hospitalized, the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the employee was not on parental leave. However, the extension shall end no later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

16.06 An employee who intends to request maternity or parental leave without pay shall notify the Employer at least four (4) weeks before the commencement date of such leave. The Employer may:

- (a) defer the commencement of the leave without pay at the request of the employee;
- (b) grant the employee the leave without pay with less than four (4) weeks' notice;
- (c) require an employee to submit a birth certificate or proof of adoption of the child.

16.07 An employee returning from maternity or parental leave without pay, 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 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.

16.08 Leave granted under Articles 16.03, 16.05 and 16.17 shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

16.09 The employee shall, along with the request for maternity or parental leave without pay, notify the Employer in writing of the options concerning the pension and group insurance benefits. For those employees taking leave under Articles 16.03, 16.05 and 16.17, the Employer shall continue its share of contributions for those employees who wish to continue benefits and pension contributions.

16.10 Paternity Leave without Pay – Quebec Residents only

Where an employee is the biological father or legally recognized parent of a newborn child employee shall, upon request, be granted a paternity leave without pay for either:

- (a) Up to five (5) consecutive weeks if that employee chooses to take the standard option of parental leave; or**

- (b) Up to eight (8) consecutive weeks if that employee chooses to take the extended option of parental leave.

Both options (a) and (b) above may commence no earlier than the day of the delivery or adoption and end not later than fifty-two (52) weeks following the actual day of delivery or the adoption. Paternity leave cannot be transferred to the mother or shared with her.

16.11 Leave for Family Related Responsibilities

- (a) The Employer shall grant up to five (5) days family related leave with pay in a fiscal year to full-time employees to be used in any combination for the following reasons:
 - (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 if possible for 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 of an employee's child. This leave may be divided into

two (2) separate periods and granted on separate days;

- (iv) for the needs directly related to the adoption of the employee's child. This leave may be divided into two (2) separate periods and granted on separate days;
 - (v) to attend school functions if the supervisor was notified of the function as far in advance as possible;
 - (vi) to provide care for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
 - (vii) 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;
 - (viii) to attend emergencies beyond the control of the employee;
 - (ix) **to attend a house hunting trip for relocation of spouse.**
- (b) The total leave with pay which may be granted under this **Article** shall not exceed five (5) working days in any fiscal year.
- (c) For the purposes of **Article 16.11**, family is defined as spouse (or common-law spouse, resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-

parents or foster parents), grandchildren, or any relative permanently residing in the employee's home or with whom the employee permanently resides.

- (d) At the employee's option Leave for Family Related Responsibilities can be taken in hourly increments.

16.12 Bereavement Leave with Pay

- (a) An employee **shall be granted** leave with pay for five (5) consecutive working 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 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 any one of the following; brother or sister, mother or father (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, son or daughter (including step-child or ward), **brother-in-law or sister-in-law, son-in-law or daughter-in-law**, grandchildren and grandparents and relative with whom the employee permanently resides; and distant relatives will be any of the following; aunt, uncle and **their spouse or common law partner, niece or nephew and spouse's** grandparents.

- (c) It is recognized by the Parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer (as represented by the appropriate Division Head) may, after considering the particular circumstances involved, grant leave with pay for a period greater than that and/or in a manner different than provided for in **Article 16.12(a)**.

16.13 Court Leave with Pay

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

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

the Employer agrees to make up the difference, if any, between the amount paid for witness fees to the employee and

the amount they would have earned had they worked on the day they were required to appear as a witness. The employee must promptly notify the Employer they have been summoned as a witness.

16.14 Jury Duty

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

16.15 Leave of Absence without Pay

An employee may be granted a leave of absence without pay provided they receive permission in advance from the Employer in writing. Such leave of absence will not be unreasonably withheld.

Under no circumstances shall any leave of absence be approved for a period in excess of **two (2) years**. During approved periods of absence in excess of two (2) continuous weeks an employee **may continue group benefits and/or pension provided the employee pays**. The employee will be responsible for both the employee and the Employer 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 period is irrevocable and binding. An elected option cannot be changed after the leave has commenced.**

The employee shall be restored to their former position or to a similar position at the then prevailing wage rate at the expiration of the leave of absence.

16.16 Compassionate Care Leave

Provided that the employee has provided confirmation that they have applied and are eligible to receive Employment Insurance Compassionate Care benefits, a full-time or part-time employee shall be eligible to receive up to twenty-six (26) weeks within a fifty-two (52) week period of Compassionate Care Leave without pay.

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

An employee returning from Compassionate Care Leave shall be reinstated into the position occupied at the time the leave commenced, or if that position no longer exists, in a comparable position with the same pay and benefits.

16.17 Leave without pay for Relocation of Spouse

- (a) A full-time or part-time employee who is a spouse of a person who is being relocated/posted/transferred to another geographical location for work reasons may be granted relocation leave without pay for a period of up to twelve (12) months, for the purpose of assisting them with their transition to another NPF position at their new**

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location without a break in service, 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 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);
 - (iii) the employee must provide advance written confirmation that they will be deemed to have voluntarily resigned from the NPF employment effective the last day of their relocation leave in the event that they are not successful in obtaining another NPF position at the new location during their leave.
 - (iv) the employee must ensure their previous location has their current contact information; and
 - (v) the employee must provide proof of the spouse's relocation/posting/transfer.
- (b) If the employee receives an offer of employment at their new location and the employee accept the same, their relocation leave will automatically end effective the day before the employee starts working in the new position.
- (c) 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.

- (d) Length of service is retained **as per Article 15.12 no vacation leave credits are earned during the leave period that exceeds two (2) weeks.**

16.18 Leave for Pregnant Employees

The Employer shall grant pregnant employees up to a half (1/2) day of reasonable time off with pay for the purpose of attending **each regular** medical appointment relating to the employee's pregnancy. An employee is expected to make reasonable efforts to schedule such appointments in such a way as to minimize her absence from work. An employee requesting leave under this provision must notify her supervisor of the appointment as far in advance as possible.

16.19 Personal Leave

Subject to operational requirements as determined by the Employer and with advance notice of at least five (5) working days, an employee shall be granted, in each fiscal year, a single period of one (1) day 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.

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

This leave may not be carried over in to a subsequent year.

16.20 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 their 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 counseling services, or**
 - (iv) move temporarily or permanently, or**
 - (v) obtain legal or police assistance or to prepare for legal proceedings (civil or criminal).****
- (c) Leave with pay under this clause is to a maximum of two (2) days per fiscal year, which shall be granted at times convenient to the employee.**
- (d) The Employer may, through its local Human Resources Manager, in writing, and no later than fifteen (15) days after the employee's return to work, request that the employee provide documentation in support of the leave. The employee must provide**

this documentation only if it is reasonably possible for them to obtain it and provide it.

- (e) The Employer agrees that an employee will not be subject to adverse action if their attendance or job performance is affected because they are experiencing domestic violence.**
- (f) At the request of the employee, the Employer undertakes, in collaboration with the employee, to develop a plan to ensure their safety in the workplace.**
- (g) Any personal information related to a domestic violence case will be treated in a strictly confidential manner, in accordance with the relevant legislation, and shall not be disclosed to any other party without the employee's express written agreement. No information on domestic violence will be kept in an employee's personnel file without their express written agreement.**

ARTICLE 17

GRIEVANCE PROCEDURES

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

17.02 The grievance procedure provides an informal or oral complaint stage for employees, and managers are available for private consultations with an employee who wishes to discuss a complaint or grievance. Before a formal grievance is presented,

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the employee is encouraged to discuss it as an oral complaint with the manager concerned, either privately or, if requested, in the presence of a representative of the Union. If the employee is not satisfied with the result of such discussions, a formal grievance may then be presented.

17.03 The grievance procedure consists of three levels. **The Employer will inform the Bargaining Agent of the positions of the officials designated by the Employer to handle each of the three (3) levels of the grievance procedure.** This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Union.

17.04 Subject to and as provided in Section 208 of the **Federal Public Sector** Labour Relations Act as may be amended from time to time, an employee who feels that they have been treated unjustly or considers themselves aggrieved by any action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in Article 17.09 except that,

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

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

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

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

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

17.09 An employee wishing to present a grievance shall do so:

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

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All levels in the grievance procedure, except the final level, may be by-passed by the mutual consent of the Employer or their delegate, the employee and, where applicable, a representative.

17.10 A grievance shall be presented by an employee:

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

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

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

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

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

17.14 The time limits stipulated in the grievance procedure may be extended by mutual agreement between the Employer,

the grievor and, where applicable, a representative.

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

17.16 An employee may abandon a grievance at any stage in the process by written notice to the officer who is designated to receive and to reply on behalf of the Employer at Level One (1) of the grievance process.

17.17 An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless in the opinion of the Employer or their delegate, it was not possible for the employee to comply with the prescribed time limits.

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

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

17.20 The Employer and the Union 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 in the Canadian Human Rights Act, or harassment, as defined in the Employer's harassment policy.

17.21 In the event that an employee chooses to grieve discrimination or harassment, the grievance shall be submitted immediately to the third and final level of the Employer's grievance process. Notwithstanding the timelines set forth in this Article, the Employer shall reply to a grievance regarding discrimination or harassment within ninety (90) days after the grievance is presented.

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

ARTICLE 18

PAY ADMINISTRATION

18.01 Employees are entitled to be paid for services rendered at a rate of pay specified in the Pay Schedule of Appendix A for the classification of the position to which they are appointed.

18.02

- (a) When an employee is appointed in writing by the Employer to temporarily perform the duties of a higher

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classification in the Bargaining Unit for two (2) or more consecutive working days, they shall be paid as if they have been appointed to that higher classification level for that period from the first (1st) day.

- (b) When an employee is appointed in writing by the Employer to temporarily perform the duties of a position outside the Bargaining Unit for one (1) or more consecutive working days, they will be paid an increment of not less than twenty percent (20%) of their rate of pay for that period from the first (1st) day.

18.03 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.

18.04 An employee shall not have their salary reduced by reason of a change in the classification of their position that is caused other than by the employee themselves.

18.05

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

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After the classification level has been in effect for a trial period of thirty (30) working days, the pay rate may be brought up again for negotiation between the Employer and the Union. If no agreement is reached as a result of such discussion, the rate established will remain in effect until the next negotiations.

18.06 Except for circumstances beyond the control of the Employer, employees shall be paid every second Thursday.

ARTICLE 19

CONSULTATION

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

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

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

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

19.04 In the interest of good labour relations the Employer shall consult with the Local President on 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 consult with the Local President as early as possible before any of the above noted changes are actioned.

ARTICLE 20

LABOUR-MANAGEMENT RELATIONS COMMITTEE

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

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

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

20.04 The committee members can discuss any topics of mutual interest and concern which are related to their employment relationship, but the discussions do not constitute negotiations for the purpose of amending the Collective

Agreement, and the committee meetings cannot deal with the adjustment of grievances.

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

ARTICLE 21

DISCIPLINE AND DISCHARGE

The Employer shall advise an employee that throughout the discipline process they are entitled Union representation of their choice during the process.

21.01 Failing to Report to Work

An employee who fails to report for duty for three (3) 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 circumstances for not informing the Employer.

21.02 Discipline and Discharge Application

Before disciplinary action can be taken against an employee:

- (a) there must have been an incident or act calling for a

reaction;

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

21.03 A report of misconduct against an employee shall be initiated without unreasonable delay, for e.g. normally within five (5) working days of the day on which the offence is discovered or, if the employee is absent, within five (5) working days upon the employee's returning to work.

21.04 All employees must be provided with written notice of discipline and discharge which must state:

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

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

21.06 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after **eighteen (18) months** has elapsed if there was no further disciplinary action recorded during **that period unless it is a written statement of**

discipline related to harassment and/or violence. Any such statement shall remain on the file for a period of two (2) years and shall only be removed if there has been no further disciplinary action for a similar misconduct during that period.

ARTICLE 22

BULLETIN BOARDS

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

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

ARTICLE 23

PART-TIME EMPLOYEES

23.01 Unless provided for elsewhere in this Agreement part-time employees shall be entitled only to the benefits listed below:

- (a) Designated Holidays;
- (b) Court Leave; and
- (c) Jury Duty.

They shall receive these benefits in the same proportion as their weekly hours of work compare with the normal scheduled weekly hours of work of full-time employees.

23.02 Part-time employees are entitled to and shall be granted a paid vacation of:

- (a) two (2) weeks in the first year of employment;
- (b) three (3) weeks after completion of one (1) year of employment,
- (c) four (4) weeks after completion of six (6) years of employment,
- (d) four and three-fifths ($4\frac{3}{5}$) weeks after completion of fifteen (15) years of employment,
- (e) five (5) weeks after completion of seventeen (17) years of employment,
- (f) five and two-fifths ($5\frac{2}{5}$) weeks after completion of twenty six (26) years of employment, and
- (g) six (6) weeks after completion of twenty seven (27) years of employment,

Vacation pay shall be at the normal rate of pay for their weekly hours of work.

23.03 A part-time employee shall be granted sick leave in accordance with Article 16.02.

23.04 A part-time employee shall be granted bereavement leave in accordance with Article 16.12.

23.05 A part-time employee shall be granted Personal Leave in accordance with Article 16.19

ARTICLE 24

INFORMATION FOR EMPLOYEES

24.01 Upon written request, an employee shall be provided in writing with a complete and current statement of the duties and responsibilities of their position and if applicable the position's classification level and rating, within ten (10) days of the request.

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

24.03

- (a) The Employer agrees to distribute to each employee and all new employees a copy of the Collective Agreement **in the official language of their choice**. The Employer shall do so within one month after receipt from the printer.
- (b) It is agreed and understood that the Employer and the Union will **equally divide** the cost of **printing** the Collective Agreement **and the cost of the meeting rooms for negotiations, if applicable**.

24.04 The Employer shall provide a copy of the Collective Agreement to all new employees. All new employees will be advised of the name and contact information of the Local Union President. The Local Union President or their designate shall be notified of any orientation session for new Bargaining unit employees, and may arrange to meet the new employees to introduce themselves.

24.05 The Employer shall allocate a period of thirty (30) paid minutes for new employees and the Local President or their designate, to meet and provide a brief orientation to the Union.

ARTICLE 25

SEVERANCE PAY

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

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

25.02 Severance pay for employees appointed to full-time or 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.

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

25.04 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.

25.05 Notice or pay entitlement in lieu of notice:

- | | | |
|-----|---------------------------------|---------|
| (a) | probationary employee | 2 weeks |
| (b) | full-time or part-time employee | 1 month |

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

25.06

- (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 a severance pay equivalent to half (0.5) a week's average weekly pay for each completed year of continuous service to a maximum of fifteen (15) weeks' pay.
- (b) Also 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 confirming that the employee ought to terminate their employment for medical incapacity.
- (c) In the case of death, the severance pay shall be payable to the employee's estate.

ARTICLE 26

GENERAL

26.01 Official Texts

Both the English and French texts of this Agreement shall be official. In the event of a disparity, the English text shall prevail.

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

ARTICLE 27

NO DISCRIMINATION AND NO HARASSMENT

27.01

- (a) The Parties recognize that the Employer has a policy and guidelines regarding the prevention of harassment that allows its employees the substantive right to grieve or file a harassment complaint for issues involving harassment, including sexual harassment and abuse of authority (such as retribution for reporting abuses of office or “whistle-blowing”), as defined in the policy. This policy protects the rights of employees to work in an environment free from such harassment as defined under the Canadian Human Rights Act and confirms that harassment will not be tolerated in the workplace.

- (b) For information purposes, the policy currently defines “harassment” as “any unwelcome and improper conduct by an individual that is directed at and offensive to another person or persons in the workplace and which the individual knew or ought to have reasonably known would cause offence or harm. It comprises any

objectionable act, comment or display that demeans, belittles or causes intimidation or threat. It includes harassment within the meaning of the Canadian Human Rights Act.” The policy also indicates that “where harassment involves misuse of the power or authority inherent in an individual’s position, it constitutes an abuse of authority”.

- (c) In accordance with the Employer’s harassment policy and guidelines, at the request of a complainant or respondent to a harassment complaint and subject to the requirements of the Access to Information Act and Privacy Act, the Employer shall provide the complainant and/or respondent with an official copy of the harassment complaint investigation report.
- (d) 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 harassment policy and guidelines, do not form part of this Agreement. The Employer confirms its intention to maintain a harassment policy and consult with UNDE regarding any amendments to the policy. A copy of the revised policy will be provided to PSAC and UNDE.

ARTICLE 28

TELEWORK

28.01 Definitions

- (a) **Telework: a flexible work arrangement whereby employees have approval to carry out some or all of their work duties from a telework place**

- (b) Designated Workplace: the employee's designated workplace or business address where the employee would work if there were no telework situation**
- (c) Telework Place: the alternative location where the employee is permitted to carry out the work otherwise performed at or from their designated workplace**

28.02 Requests for Telework 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 work can be completed at a location other than the Designated Workplace.

28.03 Equipment and electronic network requirements for any Telework 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 Telework 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 Telework Place.

28.04 Approval of any requested Telework 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 Telework situation.

28.05 Employees are encouraged to consult the UNDE Component and/or Local Union prior to undertaking a Telework arrangement with the Employer.

28.06 Where a Telework 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;**
- (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 telework arrangement.**

ARTICLE 29

DURATION OF AGREEMENT

29.01 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date of ratification.

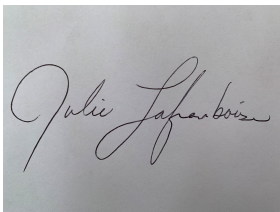
29.02 This Collective Agreement shall expire on 28 February 2022. Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is ratified by the Parties.

NFP HQ Ottawa Administrative and Operational Category & CFSG (OG) Administrative Support Category SIGNED at Ottawa, Ontario on this _25_ day of June, 2021 by the Negotiating Committees:

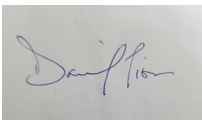
PUBLIC SERVICE ALLIANCE
OF CANADA



Alex Silas
Regional Executive Vice-
President, PSAC NCR Region



Julie Laframboise
Member of the Negotiating
Committee



Daniel Pion
Member of the Negotiating
Committee



Brenda Shillington
Negotiator PSAC

STAFF OF THE NON-PUBLIC
FUNDS, NPF HQ/CFSG-OG



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



Amy Lecompte
Chief Negotiator and Senior
Labour Relations Officer

APPENDIX A – WAGE RATES

28-Feb-18	START	12 MOS	24 MOS	36 MOS	48 MOS
1	\$14.42	\$14.60	\$15.50	\$17.45	\$19.17
2	\$15.54	\$16.51	\$17.53	\$19.71	\$21.66
3	\$15.89	\$16.87	\$17.92	\$20.17	\$22.15
4	\$18.35	\$19.48	\$20.66	\$23.29	\$25.56
5	\$20.42	\$21.67	\$23.00	\$25.90	\$28.45
6	\$21.47	\$22.67	\$24.08	\$27.12	\$29.69

28-Feb-19	START	12 MOS	24 MOS	36 MOS	48 MOS
1	\$14.71	\$14.89	\$15.81	\$17.80	\$19.55
2	\$15.85	\$16.84	\$17.88	\$20.11	\$22.09
3	\$16.21	\$17.21	\$18.28	\$20.57	\$22.59
4	\$18.72	\$19.87	\$21.08	\$23.75	\$26.08
5	\$20.83	\$22.10	\$23.46	\$26.42	\$29.02
6	\$21.89	\$23.12	\$24.56	\$27.66	\$30.29

28-Feb-20	START	12 MOS	24 MOS	36 MOS	48 MOS
1	\$14.86	\$15.04	\$15.97	\$17.98	\$19.75
2	\$16.01	\$17.01	\$18.06	\$20.31	\$22.32
3	\$16.37	\$17.38	\$18.46	\$20.78	\$22.81
4	\$18.91	\$20.07	\$21.29	\$23.99	\$26.34
5	\$21.04	\$22.33	\$23.69	\$26.69	\$29.31
6	\$22.11	\$23.35	\$24.81	\$27.94	\$30.59

28-Feb-21	START	12 MOS	24 MOS	36 MOS	48 MOS
1	\$15.00	\$15.19	\$16.13	\$18.15	\$19.94
2	\$16.17	\$17.18	\$18.24	\$20.51	\$22.54
3	\$16.54	\$17.55	\$18.65	\$20.98	\$23.04
4	\$19.10	\$20.27	\$21.50	\$24.23	\$26.60
5	\$21.25	\$22.55	\$23.93	\$26.95	\$29.60
6	\$22.33	\$23.59	\$25.06	\$28.22	\$30.90

APPENDIX B - PAY NOTES

- A. Subject to ratification by the Union and the Employer, effective **28 February 2018** the attached pay grid will be put into effect. Employees actively on strength as of the date of ratification (**including those on layoff or on an authorized leave of absence**) will be placed on the new pay grid based on their length of service within their pay band (i.e. employees currently at the 12 month rate will be placed at the 12 month rate) and their anniversary date for future incremental increases will remain the same as it was prior to the implementation of the new grid.
- B. Effective **28 February 2019** and subject to the above ratification, the attached pay grid shall be put into effect.
- C. 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.
- D. Effective **28 February 2020** and subject to ratification, the attached pay grid will be put into effect.
- E. Effective **28 February 2021** and subject to ratification, the attached pay grid will be put into effect.
- F. New employees will normally be hired at the start rate of their pay band. However, in exceptional circumstances, the Employer can hire new employees at a rate of pay that is above the start rate. When an employee is hired above the

start rate, their anniversary date for future incremental increases will be based upon their placement at the time of hire (i.e. an employee hired at the 12 month rate will be placed at the 24 month rate a year from their date of hire).

Minimum Wage Adjustment

- G. In the event that the provincial minimum wage increases during this period by a monetary amount that is greater than the monetary increases applied to each of the hourly rates of pay during this period, those rates will be increased by the difference, in cents, between the increases applied during this period and the increases to the provincial minimum wage. Such an increase shall take effect on the date of the increase to the provincial minimum wage. For example, if the start rate of the pay band 1 gets \$0.10/hour increase on 28 Feb 2021, and the provincial minimum wage increases by \$0.20/hour in 1 May 2021, the start rate of the pay band 1 will be increased by \$0.10/hour on 1 May 2021.

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

This adjustment will not be made retroactively.

- H. The Agreement will expire on **28 February 2022**.
- 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.

LETTER OF UNDERSTANDING #1

QUALIFICATIONS

This letter will confirm the understanding reached during negotiations between the Employer and the Public Service Alliance of Canada.

The understanding is:

“For the purpose of this Agreement the term “Qualifications” where used shall deem to be defined as the following:

“Job requirements in terms of training, education, experience, or equivalency, as expressed in the job description”.”

LETTER OF UNDERSTANDING #2

CONTRACTING OUT

The Employer has no plans contemplating the closure of NPF outlets or the elimination of NPF positions within the Bargaining Unit by reason of contracting out. If, during the term of this Agreement, the Employer determines that such a reorganization is necessary, and it results in the reduction of hours or the elimination of positions held by employees within the Bargaining Unit, the Employer shall meet with the Local Union representative in order to discuss options for the affected employees. The meeting shall take place as soon as possible prior to the positions being eliminated, and, to the extent possible, and subject to operational constraints, at least ninety (90) days prior to such elimination. This Agreement does not cancel any

provision of Article 5 of the Collective Agreement.

LETTER OF UNDERSTANDING #3

BARGAINING UNIT WORK

The Parties acknowledge that non-Bargaining Unit persons shall not perform work normally performed by Bargaining Unit members except in circumstances in which qualified employees are not available.

Under such circumstances, the Employer may use temporary or casual employees to carry out duties normally carried out by Bargaining Unit employees, provided this does not reduce the number of positions within the Bargaining Unit or the hours of work of Bargaining Unit employees. Furthermore, this Agreement does not cancel, amend or limit any provision of Article 5 of the Collective Agreement. In cases where non-Bargaining Unit persons perform work normally performed by Bargaining Unit members, the PSAC-UNDE Local President, or designate, shall be informed of all the details, including who is to perform, or has performed the work.

LETTER OF UNDERSTANDING #4

REORGANIZATION

If, during the term of this Agreement, the Employer determines that any reorganization resulting in a reduction of the workforce is necessary, and it results in the elimination of positions held by employees within the Bargaining Unit, the Employer shall meet with the PSAC Bargaining Agent in order to discuss options for the affected employees. The meeting shall

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take place as soon as possible prior to the positions being eliminated, and, to the extent possible, and subject to operational constraints at least sixty (60) days prior to such elimination. This Agreement does not cancel any provision of Article 5 of the Collective Agreement.

LETTER OF UNDERSTANDING #5

JOB SHARING

The Parties discussed the possibility of implementing a job sharing program for employees. After discussions, the Parties agree to put this on the agenda at the next National Labour Management Relations Committee (NLMRC). The NLMRC will examine the interest in and feasibility of implementing a job sharing program for all employees.

LETTER OF UNDERSTANDING #6

MENTAL WELLNESS

During the negotiations for the present Collective Agreement, the Parties discussed the importance of maintaining a workplace that promotes mental wellness. The Parties also recognize that the Employer is currently assessing a possible National Protocol or Strategy on mental wellness in the workplace.

After these discussions, the Parties agree to put this matter on the agenda at the next National Labour Management Relations Committee (NLMRC).