

AGREEMENT

BETWEEN

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

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

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

CANADIAN FORCES BASE AT GAGETOWN

EXPIRY DATE: 28 February 2022

INDEX

	<u>ARTICLE</u>	<u>PAGE</u>
1	- PURPOSE OF AGREEMENT	1
2	- RECOGNITION	1
3	- INTERPRETATION & DEFINITIONS	1
4	- STATE SECURITY	2
5	- MANAGERIAL RIGHTS	2
6	- FUTURE LEGISLATION & THE COLLECTIVE AGREEMENT	3
7	- CHECK-OFF	3
8	- APPOINTMENT OF REPRESENTATIVES	4
9	- UNION REPRESENTATION	4
10	- HEALTH & SAFETY	5
11	- HOURS OF WORK	7
12	- OVERTIME	9
13	- SENIORITY	10
14	- DESIGNATED HOLIDAYS	13
15	- VACATION LEAVE	16
16	- LEAVE GENERAL	19
17	- GRIEVANCE PROCEDURES	32
18	- PAY ADMINISTRATION	37
19	- DISMISSAL AND SUSPENSION	39

20	-	EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES	40
21	-	BULLETIN BOARDS	41
22	-	STATEMENT OF DUTIES AND INFORMATION	41
23	-	CONSULTATION	41
24	-	SEVERANCE PAY	42
25	-	REST ROOMS	44
26	-	LABOUR MANAGEMENT RELATIONS COMMITTEE	44
27	-	TECHNOLOGICAL CHANGE	45
28	-	GENERAL	46
29	-	DURATION OF AGREEMENT	47
		Appendix A – RATES OF PAY & PAY NOTES	48

LETTERS OF UNDERSTANDING

#1	ORIENTATION OF NEW EMPLOYEES	51
#2	DOMESTIC VIOLENCE	51
#3	MENTAL WELLNESS	52
#4	FAMILY STATUS	52
#5	JOB EVALUATION	52
#6	CONTRACTING OUT	53
#7	FLEXIBLE WORK OPTIONS	53
#8	PTSD AWARENESS TRAINING	53

ARTICLE 1 PURPOSE OF AGREEMENT

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

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

ARTICLE 2 RECOGNITION

2.01 The Employer recognizes the Public Service Alliance of Canada certified by the Public Service Staff Relations Board on 26 November 1984 as Union for all employees of the Employer in the Administrative Support Category employed at the Canadian Forces Base at Gaagetown in New Brunswick save and except managers.

ARTICLE 3 INTERPRETATION AND DEFINITIONS

3.01 For the purpose of this Agreement:

- (a) **Full-time Employee** means an employee who has completed the 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 may be employed on a continuing 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 not normally exceed:

- (1) Supervisory three (3) months;

(2) Non-supervisory

two (2) months

In circumstances where an employee has not successfully passed their probationary period, the Employer may extend the probationary period for a period not in excess of one (1) month, in consultation with the Union and the Bargaining Agent. In such circumstances, the employee shall be notified in writing of the extension and a copy of the notice shall be forwarded to the Bargaining Agent for their records.

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, reasonable, and sufficient 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 employees may be released during the probationary period for just reasonable and sufficient cause. The employee may have access to the grievance process but may not refer a grievance to adjudication unless the release is disciplinary in nature. When a probationary employee is released the Employer shall provide a copy of the release letter to the Local Union President.

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

ARTICLE 6 FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

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

ARTICLE 7 CHECK-OFF

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

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

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

7.03 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of Article 7 except

for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

7.04 The Employer agrees to remit dues together with a list of employees from whom deductions have been made to the Union and to the Local at dues-cotisation@psac.afpc.com by the fifteenth (15th) day following the end of each calendar month.

7.05 The total Union dues deducted will appear on the T-4 forms.

ARTICLE 8 APPOINTMENTS OF REPRESENTATIVES

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

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

8.03 The Union shall notify the Employer promptly and in writing of the names and jurisdiction of its representatives.

ARTICLE 9 UNION REPRESENTATION

9.01 A representative shall obtain the permission of their manager through their immediate supervisor before leaving work to investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Where practicable, the representative shall report back to their manager or their immediate supervisor before resuming their normal duties.

9.02 Access to Premises

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.

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

9.04 Following the consent of the Employer or **its** delegate, meetings of an urgent nature could be held during the hours of work on the Employer's premises.

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

9.06 When operational requirements permit, the Employer will grant leave without pay to a maximum of two (2) employees for the purpose of negotiation meetings, including preparatory meetings with the Negotiator, conciliation board or arbitration board hearings.

9.07 Subject to operational requirements, the Employer will grant leave without pay for employees to participate in Union related events or training. Such approval shall not be unreasonably denied.

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

ARTICLE 10 HEALTH & SAFETY

10.01 The Employer shall continue to make reasonable provisions for the occupational safety and health of its 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 One (1) representative of the Bargaining Unit selected by the Union shall be a member of the **Local Health & Safety Committee**.

10.04 **Prevention of Workplace Harassment and Violence**

- (a) The parties recognize that the Employer has a policy and guidelines regarding the prevention **workplace harassment and violence** that allows its employees the substantive right to grieve or **report any occurrences of harassment or violence**, including sexual harassment and abuse of authority (such as retribution for reporting abuses of office or “whistle-blowing”), as defined in the policy.
- (b) **The *Canada Labour Code, Part II*, establishes the process for the Employer to prevent workplace harassment and violence from happening, responding to situations in which harassment or violence have occurred and importantly, supporting victims of harassment and violence.**
- (c) For information purposes, the policy currently defines **harassment and violence as any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, comment or conduct (the *Code, Part II, subsection 122(1)*). The Employer’s policy on Workplace Harassment and Violence Prevention outlines the process to respond to any related occurrences.**
- (d) In accordance with the Employer’s **Workplace Harassment and Violence Prevention** policy, at the request of a **principal party or responding party** to an **occurrence** and subject to the requirements of the *Access to Information Act* and *Privacy Act*, the Employer shall provide the **principal party** and/or **responding party** with an official copy of the investigation report.
- (e) The Employer and the Union agree that this Article does not create any substantive rights outside of those created in the Employer’s policy and that the terms of the Employer’s **Workplace Harassment and Violence Prevention** policy, dated **1 January 2021**, as agreed to by **the Union**, do not form part of this

Agreement. The Employer confirms its intention to maintain a **Workplace Harassment and Violence Prevention** policy and consult with the Union regarding any amendments to the policy. A copy of the revised policy will be provided to PSAC and UNDE.

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

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

ARTICLE 11 HOURS OF WORK

11.01 The normal work week for full-time employees shall not exceed thirty-seven and one-half (37½) hours from Monday to Friday inclusive and the normal work day for full-time employees shall not exceed seven and one-half (7½) hours exclusive of a lunch period, between the hours of 7 a.m. and 5 p.m.

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

11.03 The Employer will advise the Local **Union** representative(s) of any change in hours of work which the Employer proposes to institute, when such change will affect the majority of the employees governed by the schedule. In all cases following such changes, the Employer will accommodate, where practical, such employee representations as may have been conveyed by the representative(s).

11.04 Rest Periods

Each employee shall be granted a rest period of fifteen (15) minutes during each half shift of not less than three and one-half (3½) hours. Such rest periods shall not be allocated within one (1) hour of a meal period or within one (1) hour of starting or quitting time.

11.05 If an employee in a single person operation is required to work during the scheduled lunch period the employee shall be paid for that time at the applicable regular or overtime rate.

11.06 Work stoppages caused by a major storm or any unforeseeable occurrence (including when the weather conditions are questionable enough for Base Authorities to close down the Base) will be compensated as follows:

- (a) An employee who is advised by the Employer not to report to work will be paid for the scheduled workday at the regular rate of pay.
- (b) An 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.
- (c) If an employee is required to continue to work after a work stoppage has been called by the Employer, the employee shall be given time off at a later date mutually agreed upon between the employee and the Employer. The time off shall be equivalent to the actual hours worked after the work stoppage was declared.

11.07 Bargaining Unit Work

Non-Bargaining Unit persons shall not perform work normally performed by Bargaining Unit members except in cases of emergency when qualified employees are not available. In such cases the Local Union President, or designate, shall be informed of all the details, including who is to perform, or has performed the work.

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

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

ARTICLE 12 OVERTIME

12.01 When an employee is required to work in excess of seven and one-half (7½) hours in a day or thirty-seven and one-half (37½) hours in a week, the employee shall be paid for the overtime at a rate of pay not less than one and one-half times (1½ x) their regular rate of pay.

An employee shall be compensated for overtime work performed on a regular workday or for work performed on **their** first day of rest, up to seven and one-half (7½) hours at the rate of one and one-half times (1½ x) their regular rate of pay, and at the rate of double time (2 x) thereafter. All work performed by an employee on their second day of rest shall be compensated at the rate of double time (2 x).

12.02 The Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available qualified employees.

12.03 Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay within ninety (90) days of the period the overtime is worked. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

12.04 Compensatory leave with pay not used by the end of the ninety (90) day period to be determined by the Employer will be paid for in cash. Such payment will be at the employee's rate of pay at the time the leave is paid.

12.05 If an employee becomes ill during a period of compensatory leave and such illness is supported by a medical certificate, the employee shall be granted sick leave and **their** compensatory leave shall be restored.

12.06 Meal Allowance

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

- (a) immediately before the employee's scheduled hours of work, or
- (b) immediately following the employee's scheduled hours of work,

and who has not been notified of this requirement prior to the completion of their previous shift, shall be reimbursed for one (1) meal in the amount of **thirteen** dollars (\$**13.00**) except where meals are provided. Reasonable time to be determined by the Employer shall be allowed the employee in order that the employee may take an unpaid meal break either at or adjacent to the employee's place of work.

ARTICLE 13 SENIORITY

13.01 Seniority shall be defined as the total length of continuous employment in the Bargaining Unit covered herein. Probationary employees shall have no rights under the seniority provisions of this Agreement until the conclusion of the probationary period at which time an employee's seniority shall date back to their first day of continuous work within the Bargaining Unit.

Loss of Seniority

13.02 An employee will lose their seniority rights under this Agreement and their service will be terminated if:

- (a) the employee voluntarily leaves their employment with the Employer;
- (b) the employee is discharged for just, reasonable and sufficient cause;
- (c) the employee has been laid off for a continuous period of twelve (12) months;
- (d) the employee has been laid off and is recalled to work and fails to return to work or to give in writing valid reasons for their inability to

do so within five (5) working days of the date the employee has 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. The Local Union President shall be copied on the registered letter recalling the employee to work.

Lay-Off and recall from Lay-Off

13.03 In matters of lay-off, recall after lay-off, and reduction of full-time employee to a part-time employee, the principle of seniority in the Bargaining Unit shall be recognized by the Employer, provided the senior employee has the qualifications, experience, ability, and skill to do the job required. When an employee is laid-off, the employee shall be placed on a recall list for twelve (12) months.

13.04 When a full-time employee is laid off due to a lack of work and there is part-time work available in the Bargaining Unit, if the full-time employee so requests, the employee shall be given preference to work such part-time work if the employee has the qualifications, experience, ability, and skill 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 the employee has the qualifications, experience, ability, and skill to do the job required.

13.05 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.

13.06 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. However if that period of leave is six (6) or more consecutive months (or twelve (12) or more consecutive months in the case of maternity leave, paternity leave, parental leave, adoption leave, child care leave or deployment), the part-time employee shall become a full-time employee. At that point, the employee's seniority as a full-time employee shall be calculated from the first workday in the part-time position.

Vacancies

13.07 Vacancies within the Bargaining Unit either created by the departure of an employee, or when there is a reclassification of a vacant position or where there is the creation of a new position will be filled accordingly:

- (a) The vacancy shall be offered first on the basis of seniority to any employee including those employees on the lay-off list in the Bargaining Unit provided the employee is of the same classification or higher and provided the employee has the necessary qualifications, experience, ability, and skill to do the job required.
- (b) If the vacancy cannot be filled in accordance with **sub**-Article 13.07(a) above then a Notice of Competition shall be posted for five (5) working days on notice boards. The notice shall contain a summary of the duties, basic qualifications for the position and the wage rate. Interested employees shall apply in writing to the responsible officer listed in the notice. Employees in the Bargaining Unit shall be given the first opportunity to fill the position provided the employee has the qualifications, experience, ability, and skill to do the job required. Where the Employer determines there is more than one (1) employee with equal qualifications to fill the vacancy the more senior employee will be given preference and be offered the appointment first.
- (c) Following the foregoing if there is no qualified applicant the Employer may appoint any person it desires to fill the position. The parties agree that a Bargaining Unit employee will not be forced to accept the appointment to a vacant position under this **Article**.
- (d) Where a vacancy has been created within the Bargaining Unit but the vacancy has not been filled in accordance with the above, and **thirty (30)** calendar days have passed since its creation, the Employer shall advise the Local Union President, or designate of its intentions with respect to the vacancy.

Grievances

13.08 Only an employee who applied for a competition and was not selected may submit a grievance regarding the competition. The grievance

must be submitted at the first level of the grievance procedure within **ten (10)** working days following the day on which the employee **was** advised **that they were not** successful.

Qualifications

13.09

- (a) 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 and shall be reasonable in relation to the position under competition.
- (b) For the purposes of this Agreement the term “qualifications” where used shall be deemed to be defined as the following; job requirements in terms of training, education, experience, or equivalency in a related field, as expressed in the job description.

Assessment Period

13.10 If at any time within three (3) months of an employee being awarded a non-supervisory job or within four (4) months of being awarded a supervisory job in accordance with Article 13.07, the employee requests to be returned to their former job or the employee cannot satisfactorily perform the job, the employee shall be returned to their former position or a similar position and former wage rate without loss of seniority.

Seniority List

13.11 Within sixty (60) days of the signing of this Collective Agreement a seniority list for employees shall be posted for a period of three (3) weeks. 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 Union with revised seniority lists semi-annually.

ARTICLE 14 DESIGNATED HOLIDAYS

14.01 There shall be eleven (11) designated holidays with pay as follows:

- (a) New Year’s Day

- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) Canada Day
- (f) First Monday in August
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day
- (l) One additional day when proclaimed by an Act of Parliament as a National Holiday

14.02 There shall be no payment for designated holidays, which occur within a period of leave without pay excepted as stipulated in Article 14.05.

14.03 When an employee is entitled to a designated holiday on which **they are** required to work, the following applies:

- (a) the employee shall be paid in addition to their regular rate of pay for that day, at the rate of one and one-half times ($1\frac{1}{2}$ x) their hourly rate for the first seven and one-half ($7\frac{1}{2}$) hours worked by the employee on that day and two times (2 x) their hourly rate of pay for all hours worked thereafter; or
- (b) the employee shall be paid at one and one-half times ($1\frac{1}{2}$ x) their rate of pay for the first seven and one-half ($7\frac{1}{2}$) hours worked by the employee on that day and two times (2 x) their hourly rate of pay for all hours worked thereafter and may be given a day off with pay at some other time which may be by way of addition to their annual vacation or at a time convenient to the employee and the Employer.

14.04 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 addition to their annual vacation or granted as a day off with pay at a time convenient to the employee 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 that is a non-working day, the employee is entitled to and shall be granted a day off with pay on the working day immediately preceding or

following the designated holiday.

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

- (a) Employees who are sick on either of the days mentioned above shall be entitled to the paid holiday provided the employee provides proof of the illness or injury, if requested by the Employer during the period of illness or injury; and
- (b) Employees on leave with pay on either of the days mentioned above shall be entitled to the paid holiday;
- (c) Employees on a 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 employee is entitled to be paid for a designated holiday on which the employee does not work when the employee is not entitled to wages for at least ten (10) days during the thirty (30) calendar days immediately preceding the designated holiday.

14.07 If **an** employee does not work on that day, but if the employee is required to work on the designated holiday the employee shall be paid at a rate at least equal to one and one-half times ($1\frac{1}{2}$ x) their regular rate of wages for the time worked by the employee on that day, unless the employee is employed in a continuous operation in which case the employee is entitled to their regular rate of wages for the time worked by the employee on that day.

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

14.09 Upon completion of the thirty (30) days of employment, part-time employees shall be paid four and a quarter percent (4.25%) of gross regular earning as a designated holiday pay every pay period. If a part-time

employee works on a designated holiday, the employee will be paid at the rate of one and one-half times (1½ x) their rate of pay for the hours worked on that day.

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

Upon written request, a part-time employee may be granted time off without pay for vacation purposes based on the vacation entitlement outlined below. For purposes of vacation scheduling, and in cases where operational requirements dictate, it is understood that full-time employees will have preference over part-time employees.

Prior to the start of each calendar year, part-time workers will have the option to elect to have their entitlement paid out during each pay period or held by the Employer and the cumulative amount paid out during the pay period that falls prior to their approved period of vacation leave and the remainder on the final pay date of the year.

The vacation entitlement shall be as follows:

<u>Years of Continuous Employment</u>	<u>Full-time Entitlement</u>	<u>Part-Time Entitlement</u>
In the 1 st year	10 working days	4 % of gross income
In the 2 nd to 6 th years	15 working days	6 % of gross income
In the 7 th to 15 th years	20 working days	8 % of gross income
In the 16 th and 17 th years	23 working days	9.2% of gross income
In the 18 th to 26 th years	25 working days	10% of gross income
In the 27 th year	27 working days	11% of gross income
In the 28 th and subsequent years	30 working days	12% of gross income

15.02 On termination of employment or death, the employee or the employee's estate is entitled to any vacation pay owed to the employee 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 rate of pay.

15.03 Calculations for vacation entitlement 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 the employee based on length of service.

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

15.06 Vacation leave shall not be cumulative from year to year under normal circumstances. It is realized that occasionally employee's vacations cannot be taken during the vacation period because of illness, job requirements or other exceptional circumstances. Where in any vacation year, an employee has not used all of the vacation leave accredited 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 vacation year. Applications for vacation carry-over 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. Such days carried over must be utilized by December 31 of the year following the year in which they would be earned.

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

15.08 In respect of any period of vacation leave with pay, where an employee is granted sick leave on production of a medical certificate, the vacation with pay so displaced shall either be added to the vacation if requested by the employee and approved by the Employer or reinstated for

use at a later date.

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

15.10 Notwithstanding the above provisions, an employee converting from part-time to full-time status at CFB Gagetown may count all of their previous continuous part-time employment at CFB Gagetown towards full-time vacation entitlement.

15.11 An employee is entitled to vacation leave with pay to the extent of their earned credits provided the employee has completed six (6) months of continuous employment.

15.12 The normal vacation period shall be from June 1 to September 30. However, this does not preclude an employee from requesting vacation at any other time provided the Employer determines that it would not interfere with operational requirements. The Employer may limit the duration of vacation to a maximum of ten (10) working days per occurrence in accordance with operational requirements. The Employer shall respond to a vacation request within a month from the date of application.

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

- (a) For the purposes of this Article, qualifying prior Canadian Armed 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.
- (b) 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 local NPF Human Resources 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 (a) and (b) 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 are included in this plan and are entitled to seventeen (17) weeks at 100% of salary.
- (b) The following conditions govern the entitlement to sick leave:
 - (i) The employee must contact their immediate supervisor on the first day of absence indicating the reason for the absence and the expected date of return.
 - (ii) A medical certificate signed by a doctor must be provided for each absence in excess of five (5) working days. The Employer reserves the right to require a medical certificate for any period of illness provided that the employee is advised in writing of the requirement beforehand. Prolonged illness or frequent illness may require additional certificates at the expense of the Employer from a doctor selected by the Employer.
 - (iii) Maternity leave is excluded from the sick leave plan.
- (c) If the employee is affected by the same illness during the first thirty (30) days following the employee's return to work, it will be considered as a continuation of the original disability.

- (e) Upon termination of the sick leave period provided in **sub**-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.
- (f) The Employer will not employ its attendance management policy in an arbitrary manner. Employees who use sick leave for bona fide reasons and adhere to all the requirements regarding the same will not be subject to disciplinary action.

16.02 Part Time Sick Leave

- (a) Part-time employees may be granted up to **two (2) shifts** of paid sick leave per fiscal year.
- (b) The following conditions govern the entitlement to sick leave:
 - (i) The employee must contact **their** immediate supervisor on the first day of the absence indicating the reason for the absence and the expected date of return.
 - (ii) The Employer reserves the right to require a medical certificate for any period of illness, regardless of duration, provided that the employee is advised in writing of the requirement beforehand. Prolonged illness or frequent illness may require additional certificates from a doctor selected by the Employer at the expense of the Employer.
 - (iii) Employees on maternity leave or any other form of leave are excluded from earning and taking sick leave.

16.03 Maternity and Parental Leave

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

- (a) an employee who provides the Employer with a qualified **health care provider** certificate attesting that she is pregnant is entitled up to a maximum of seventeen (17) weeks of leave beginning at the earliest **twelve (12)** weeks before the presumed date of their

delivery and ending, at the latest, seventeen (17) weeks after the date of delivery;

(b) Where an employee has or will have the actual care and custody of a newborn child or adopts a child, that employee is entitled to and shall be granted a leave of absence without pay for either:

(i) A single period of up to thirty-seven (37) consecutive weeks in the fifty-two-week (52) period; or

(ii) A single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period

beginning on the day on which the child is born or the day on which the child comes into the employee's care or in the case of a birth parent employee, on the expiration of any leave of absence taken as per sub-Article 16.03 (a).

(c) An employee may elect to use earned vacation and compensatory leave credits up to and beyond the date that following the periods of leave outlined in sub-Articles 16.03 (a) and (b).

(d) The aggregate amount of parental leave and adoption leave that may be taken by two (2) employees pursuant to sub-Article 16.03(b) will not exceed sixty-three (63) weeks.

(e) Every employee is to give at least four (4) weeks' notice in writing to the Employer of the intent to take leave pursuant to Article 16.03 and of any change in length of leave intended to be taken.

(f) Where the employee's child is born with or contracts a condition that requires hospitalization within the period defined in (a) and (b) above and the employee returns to work during all or part of any periods during which the newborn is hospitalized the employee may resume the leave to the extent provided in (a) and (b) above provided that the leave does not end later than one hundred and four (104) weeks after the child is born or comes into the care of the employee.

- (g) Leave granted under this Article shall be counted as “service” for purposes of benefits in this Agreement. This shall not apply where an employee terminates employment immediately following leave pursuant to Article 16.03.
- (h) 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. If these benefits are to be continued, arrangements will be made for the employee to make the necessary contributions. If an employee elects to continue their pension and/or group insurance benefits during maternity and/or parental leave, the Employer will continue to pay its applicable share of the premiums and contributions.

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

16.05 Maternity Leave Allowance

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

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

are eligible to receive the difference between ninety-three percent (93%) of their weekly gross pay and the EI maternity benefits; and

- (c) where an employee has received the full fifteen (15) weeks in (b) above and remains on maternity leave without pay, they are eligible to receive the additional week(s) of maternity allowance at ninety-three percent (93%) of their weekly gross pay.
- (2) In accordance with the following conditions:
- (a) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that they have applied for and are eligible to receive Employment Insurance benefits pursuant to section 22 of the *Employment Insurance Act*, as may be amended from time to time, shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan;
 - (b) An employee who receives the allowance shall return to work for a period of twenty (20) working days on the date of expiry of maternity leave unless the date is modified with the Employer's consent or unless the employee is then entitled to another leave provided for in this Agreement. Further, employees who receive the maternity leave allowance but are unable to return to work for the period of time outlined above because they have been posted to another location due to their spouse being transferred will not be indebted to the Employer for the amount of the maternity leave allowance; and
 - (c) Should the employee fail to return to work as per the provisions of sub-Article 16.05(b), the employee recognizes that they are indebted to the Employer for the full amount of the allowance.

16.06 Bereavement Leave

- (a) An employee will be given leave with pay for five (5) consecutive working days following the death of a member of their immediate family. An employee will be given leave with pay for one (1) day in the case of a distant relative. In addition, the employee may be

granted up to two (2) days leave with pay for the purpose of travel related to the death. If required, one or more days referred to in this Article can be carried forward to the day of 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 purposes of this Article, immediate family will comprise anyone of the following: **parents** (or alternatively, **step-parents** or foster parents), **siblings**, father-in-law, mother-in-law, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse, as well as step-child, foster child or ward of the employee), **brother-in-law, sister-in-law, son-in-law or daughter-in-law**, grandchildren, and grandparents **or any relative permanently residing in the employee's household or with whom the employee resides.**
- (c) For the purposes of this Article, distant relative will comprise anyone of the following: aunt, uncle, **niece or nephew and spouse's grandparents.**
- (d) An employee shall be granted one (1) day's leave with pay for the day immediately following the death of any of the following: aunt, uncle, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and spouse's grandparents, or any relative permanently residing in the employee's household or with whom the employee resides.
- (e) Should the periods mentioned above contain one or more non-working days (for example, Sunday or day off), the employee may claim payment only for the actual days of work the employee will have missed.
- (f) 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 may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in **sub-Articles 16.06(a) and (b)** above.

16.07 Court Leave With Pay

In the event an employee is required by subpoena, summons or other similar legal instrument to attend as a witness only in any proceeding held:

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

The Employer agrees to make up the difference, if any, between the amount paid to the employee for witness fees and the amount the employee would have earned had the employee worked on the day the employee was required to appear as a witness. The employee must promptly notify the Employer that they have been summoned as a witness.

16.08 Jury Duty

In the event an employee is summoned for jury duty, the Employer agrees to make up the difference, if any, between the amount paid to the employee for jury services and the amount the employee could have earned had the employee 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 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.

16.09 Leave of Absence without Pay

An employee may be granted a leave of absence without pay provided the employee receives 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 twelve (12) months. During approved periods of absence in excess of two (2) consecutive weeks, an employee will not be eligible for any of the benefits provided for in this Agreement. Insurance premiums for benefits listed in Article 23.02 may be continued at the request of the employee. The employee will be responsible for both the employee and Employer share of the premiums. 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.

16.10 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 employees to be used in any combination for the following reasons:
 - (i) To take a dependent family member for medical or dental appointments, or for appointments with appropriate authorities in school or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize their absence from work. An employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible.
 - (ii) For the temporary care of a sick member of the employee's immediate family.
 - (iii) For the needs directly related to the birth **and/or adoption** of an employee's child. This leave may be divided into two (2) separate periods and granted on separate days.
 - (iv) To attend school functions if the supervisor was notified of the function as far in advance as possible.
 - (v) To provide for the employee's child in the case of an

unforeseeable closure of the school or daycare facility.

(vi) To attend an appointment with a legal or paralegal representative or with a financial representative if the supervisor was notified of the appointment as far in advance as possible.

(vii) To attend emergencies beyond the control of the employee.

(viii) To attend 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 a fiscal year. At the employee's option Leave for Family-Related Responsibilities can be taken in hourly increments.

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

(d) Part-time employee's shall receive this benefit in the same proportion as their weekly hours of work compared with the normal scheduled weekly hours of work of full-time employees.

16.11 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 leave within a fifty-two (52) week period of compassionate care leave without pay.

An employee returning from compassionate care leave shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the same location, with not less than the same pay and benefits. If during the period of leave, the pay and benefits of the group

to which the employee belongs are increased, the employee is entitled, upon return from leave, to receive the same pay and benefits that the employee would have received had the employee been working when the change occurred. An employee on leave will be notified in writing if such a change took place.

Length of service continues to accrue during absences on compassionate care leave.

An employee on compassionate care leave may continue group benefits, including pension coverage, provided the employee pays their share of contributions; **the Employer** shall continue to pay its share of contributions.

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

16.12 Leave without Pay for Relocation of Spouse

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

- (a) the employee shall submit a written request for relocation leave to their manager at least four (4) weeks in advance;
- (b) the employee shall provide proof of the spouse's relocation/posting/transfer.
- (c) 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 the employee's former position to be immediately filled on a permanent basis);
- (d) the employee must provide advance written confirmation that they will be deemed to have voluntarily resigned from their NPF employment effective the last day of their relocation leave in the event that the employee is not successful in obtaining another NPF

position at the new location during the employee's leave.

- (e) the employee must ensure the employee's previous location has their current contact information; and

An employee may continue group benefits and pension coverage provided they pay both the Employer's and the employee's share of contributions. The employee shall, along with the request for relocation leave, notify **the Employer** in writing of the options concerning their pension and group benefits coverage.

Length of service is retained but does not accrue during the leave period.

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

16.13 Leave for Pregnant Employees

The Employer shall grant pregnant employees up to one-half ($\frac{1}{2}$) day of reasonable time off with pay for the purpose of attending **each** 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 **their** absence from work. An employee requesting leave under this provision must notify **their** supervisor of the appointment as far in advance as possible.

16.14 Personal Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of **one (1) shift** of **paid** 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 times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every

reasonable effort to grant the leave at such times as the employee may request.

16.15 Domestic Violence Leave

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

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

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

This paid leave will not exceed two (2) shifts in any fiscal year, at times convenient to the employee.

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

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

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

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

ARTICLE 17 GRIEVANCE PROCEDURES

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

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

17.03 The grievance procedure consists of three (3) levels. **The Employer will post on the bulletin boards, the positions of the officials designated by the Employer to handle each of the three (3) levels of the grievance procedure. The Union will be supplied with copies of said postings.**

17.04 Subject to and as provided in Part 2 of the ***Federal Public Sector Labour Relations Act*** as may be amended from time to time, an employee who feels 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 17.10 except that:

- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with the employee's 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, the employee is not entitled to present the grievance unless the employee has the approval of and is represented by the Union.

17.05 An employee is not entitled to present a grievance relating to any action taken, direction or regulation given or made on behalf of the Government of Canada, respecting matters involving the safety 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 **Grievance Presentation** form or by reason of any technical irregularity. The form is obtainable from the Human Resources manager.

17.07 The grievance process applies to the Employer, to the Union and 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.

All levels in the grievance procedure, except the final level, may be bypassed by the mutual consent of the Employer, 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 normally 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 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 its 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, the employee 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 the employee, of a provision of a Collective Agreement, or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Union for the Bargaining Unit to which the Collective Agreement or arbitral award applies signifies in prescribed manner:

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

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

- (a) The parties agree that, by mutual consent only, a grievance may be referred to the following expedited procedure.
- (b) When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Bargaining Agent will submit to the **Board** a consent form signed by the grievor and/or the Bargaining Agent, and the Employer will submit a consent form duly signed by an authorized representative.

- (c) In the event that the parties arrive at an Agreed Statement of Facts, it will be submitted to the **Board** in advance of the hearing if possible, or to the Adjudicator at the hearing.
- (d) Each party shall be entitled to withdraw from participation in the hearing at any time prior to ten (10) working days before the scheduled hearing, upon provision of written notice to the other party and the **Board**.
- (e) No witnesses will testify.
- (f) The Adjudicator will be appointed by the mutual consent of the parties or, failing such consent, from amongst its members whom have had at least three (3) years experience as a member of the **Board**.
- (g) Each expedited adjudication session will take place in Ottawa unless the parties and the **Board** agree otherwise. The cases will be scheduled jointly by the parties and the **Board** and will appear on the **Board** schedule.
- (h) The Adjudicator will make an oral determination at the hearing which will be recorded and initiated by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) working days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.
- (i) The Adjudicators determination will not constitute a precedent.

Harassment and Discrimination Grievance

17.21 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.

17.22 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.

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

Policy Grievance

17.24 The Union or the Employer may present a policy grievance to the other in respect of the interpretation or application of the Collective Agreement as it relates to either of them or to the Bargaining Unit generally. The policy grievance process consists of one level. A policy grievance shall be reviewed and responded to at Level Three. The appropriate representative shall have the right to consult with the person designated to reply to the grievance on behalf of the other party at this level.

ARTICLE 18 PAY ADMINISTRATION

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

18.02 If an employee is hired at a rate higher than the minimum, the employee will progress to the next step in accordance with the time limits outlined in the rate of pay scale as though the employee had the required service with the Employer.

18.03 Acting Pay

- (a) When an employee is appointed in writing by the Employer to temporarily perform the duties of a higher classification in the Bargaining Unit, the employee shall be paid as if the employee has 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 higher classification outside the

Bargaining Unit the employee shall be paid at the employee's regular rate plus an additional twenty percent (20%) for that period from the first (1st) day.

18.04 When the regular payday of an employee falls on the employee's day of rest, the employee shall be paid on the working day preceding the day of rest provided that the employee's regular pay cheque is available for distribution.

18.05 A regular employee temporarily assigned by the Employer to a position with a rate of pay lower than the employee's regular rate of pay for non-disciplinary reasons, shall maintain their regular rate of pay and will continue to receive the economic increases as negotiated between the parties and contained in **Appendix A**. This shall be cited "Salary Protection Status". An employee in Salary Protection Status who refuses, without good and sufficient reason, a reassignment offer to a position for which the employee has the requisite skills and abilities, where that position's rate of pay is higher than, or equal to, the employee's protected rate of pay, shall continue to receive negotiated economic increases until the applicable pay for the employee's assigned position reaches or exceeds the regular rate of pay. At this point the employee shall be paid at the appropriate rate in this position's rate of pay.

18.06

- (a) When a new job that differs, either in duties or rates of pay, is created within the Bargaining Unit, the Employer will promptly inform the Bargaining Agent. The job will be evaluated in accordance with the 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) Any job that undergoes a significant change in duties shall be subject to a review by the Job Evaluation Committee.

18.07 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. 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 with full retroactivity maintained should the salary/level be increased.

18.08 An employee shall not have their hourly rate of pay reduced by reason of a change in the classification of their position that is caused other than by the employee.

18.09 When an employee is appointed or reclassified to a higher rated position existing in the grid at **Appendix A** the employee shall be placed and paid at the step in the range of this position which provides for an increase in pay above the rate paid to the employee in their previous position, at least equal to the lowest paid increment in the new position or such higher rate in the range deemed appropriate by the Employer. In no case shall the employee be paid higher than the maximum rate in this range for the position.

ARTICLE 19 DISMISSAL AND SUSPENSION

19.01 Failing to Report to Work

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

19.02 Suspension and Dismissal

Notice of suspension and dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal. Suspension and dismissal shall only be for just, reasonable and sufficient cause.

19.03 Dismissal and Suspension Grievance

All dismissals and suspensions will be subject to formal grievance procedure under this Agreement. A copy of the written notice of dismissal or suspension shall be forwarded to the Local Union representative within five (5) days of the action being taken.

ARTICLE 20 EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

20.01

- (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on their assessment form will be considered to be an indication only that its contents have been read and shall not indicate their concurrence with the statements contained on the form.
- (b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half ($\frac{1}{2}$) of the period for which the employee's performance is evaluated.

20.02 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

20.03 Upon written request of an employee, the personnel file of that employee may be made available once per year for the employee's examination in the presence of an authorized representative of the Employer.

20.04 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 **one (1) year** has elapsed since the disciplinary action was taken provided that no further disciplinary action for similar misconduct has been recorded during this 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 21 BULLETIN BOARDS

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

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

ARTICLE 22 STATEMENT OF DUTIES AND INFORMATION

22.01 Statement of Duties

Upon written request, an employee shall be provided in writing with a complete and current statement of the duties and responsibilities of their position including, if applicable, the position's classification level and rating.

22.02 Information to Union

The Employer agrees to supply the Union each quarter with the name and job title of each new employee.

22.03 Information for Employees

The Employer agrees to supply each employee and all new employees with a copy of the Collective Agreement, **in the language of their choice**, and will endeavour to do so within one (1) month after receipt from the printer. On commencing employment, new employees shall be provided with a copy of the existing Collective Agreement by the Employer.

ARTICLE 23 CONSULTATION

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

23.02 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

23.03 The Employer agrees that the benefits mentioned at **Article 23.02** above will not be reduced as a result of the signing of this Agreement.

ARTICLE 24 SEVERANCE PAY

24.01 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.

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 full-time **or part-time** service, up to a maximum of twenty-eight (28) weeks.

24.02 Continuous service means the duration of uninterrupted NPF employment within the Bargaining Unit.

24.03 Average weekly pay means full-time and part-time employees' pay calculated using the average of their pay over the best (52) weeks pay over the last two (2) years of service with the Employer.

24.04 Notice or pay entitlement in lieu of notice

- (a) probationary employee 2 weeks; and
- (b) full-time or part-time employees 1 month

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

24.06

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

24.07

- (a) Full-time and part-time employees who were members of the Bargaining Unit on **21 November 2016** and who had four (4) years and six (6) months or more of continuous full-time or part-time service with **the Employer** as of **21 November 2016** whose employment ends because of retirement, medical incapacity or

death, shall receive a severance payment equivalent to one-half (½) a week's average weekly pay for each completed year of continuous service as of **21 November 2016** to a maximum of fifteen (15) weeks' pay.

- (b) For the purposes of this Article only, an employee is deemed to have retired if **they** voluntarily terminate **their** employment and begins to draw an NPF pension effective the month immediately following the termination of **their** employment.

ARTICLE 25 REST ROOMS

25.01 The Employer agrees to provide adequate rest rooms to employees. The employees will keep the rest rooms tidy and the Employer shall be responsible for the room's maintenance and cleanliness.

ARTICLE 26 LABOUR MANAGEMENT RELATIONS COMMITTEE

26.01 The parties recognize that a forum for ongoing meaningful and constructive consultation during the term of the Agreement can promote more harmonious labour relations between them.

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

26.03 Time spent by the Bargaining Unit employee representative in attending the Committee shall be considered to be time worked.

26.04 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.

26.05 In relation to the adjustment of contractual relationships, the Committee is empowered only to make recommendations to the Employer

and to the Union.

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

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

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

ARTICLE 27 – TECHNOLOGICAL CHANGE

27.01 Definitions

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

27.02 Advance Notice

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

remaining in the classification.

- (e) **The Employer is committed to looking at reasonable training opportunities, which can be utilized to move any affected employees to a different position with the Bargaining Unit, where there exists a need for employees.**

27.03 New Positions

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

ARTICLE 28 GENERAL

28.01 Gender

The parties agree to utilize gender-neutral language throughout this Agreement.

28.02 Official Texts

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

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

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

ARTICLE 29 DURATION OF AGREEMENT

29.01 The Agreement will 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.

SIGNED at on this ____ day of _____ 2021

**PUBLIC SERVICE ALLIANCE OF
CANADA**

**STAFF OF THE NON-PUBLIC
FUNDS, CF**



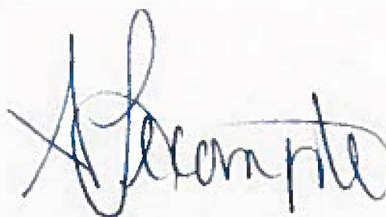
**Brenda Smith
Member of the Negotiating Committee**



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



**Chantelle Snow
Member of the Negotiating Committee**



**Amy Lecompte
Chief Negotiator and Senior
Labour Relations Officer**



**Colleen Coffey
PSAC Regional Executive Vice-
President, Atlantic**



**Brenda Shillington
PSAC Negotiator**

APPENDIX A – RATES OF PAY

01-Mar-18	START	12 MOS	24 MOS	36 MOS	48 MOS
5	\$12.86	\$13.68	\$15.55	\$17.23	\$18.88
6	\$14.84	\$15.91	\$18.08	\$20.04	\$22.04
7	\$19.44	\$20.13	\$22.24	\$24.67	\$27.21

01-Mar-19	START	12 MOS	24 MOS	36 MOS	48 MOS
5	\$13.12	\$13.95	\$15.86	\$17.58	\$19.26
6	\$15.14	\$16.23	\$18.44	\$20.44	\$22.48
7	\$19.82	\$20.53	\$22.68	\$25.16	\$27.76

01-Mar-20	START	12 MOS	24 MOS	36 MOS	48 MOS
5	\$13.25	\$14.09	\$16.02	\$17.75	\$19.45
6	\$15.29	\$16.39	\$18.62	\$20.65	\$22.71
7	\$20.02	\$20.73	\$22.91	\$25.41	\$28.03

01-Mar-21	START	12 MOS	24 MOS	36 MOS	48 MOS
5	\$13.39	\$14.23	\$16.18	\$17.93	\$19.64
6	\$15.44	\$16.56	\$18.81	\$20.86	\$22.93
7	\$20.22	\$20.94	\$23.14	\$25.67	\$28.31

Exp: 28-Feb-22

PAY NOTES

- A. Effective **1 March 2018**, the above Pay grid will be put into effect. Each employee will be placed on the new pay grid in accordance with their current seniority. The rates of pay will then increase on the dates indicated on the grid to the extent indicated on the grid.
- B. Any employee whose rate of pay is above the top step increment will not have their current pay reduced but will retain their current rate of pay until the top step increment of the pay grid for their job level exceeds their rate of pay; at this point, the rate of pay for those employees will increase to the closest rate on the grid.
- C. RETROACTIVITY :
- It is expressly stipulated, in accordance with Article 29.01, that any person who was an employee at any time during the period beginning **March 1, 2018** until the effective date of any arbitral award or negotiated collective agreement, shall receive a monetary payment, in full, retroactive to **March 1, 2018**, of all pay adjustments, progressive movement within the pay grid, as well as any economic increases as calculated on the amounts paid, in accordance with **Appendix A**, as applicable to their circumstances as an employee.
- In the case of a deceased employee that amount shall be paid to the estate of that former employee.
- In the case of all other former employees or retired employees that amount shall be paid to that person and mailed to their last known address.
- D. 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 based upon the new employee's relevant qualifications and previous comparable experience. In that event, the Employer will advise the Bargaining Agent of the circumstances. 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).

E. The Agreement will expire on 28 February **2022**.

F.

- (a) In the event that the federal or provincial minimum wage increases during the life of this Agreement, adjustments will be made to the grid according to the procedure specified below. Note: such adjustments shall not be made retroactively.
- (b) If, over the same period, the increase applied to the federal or provincial minimum wage is greater than the negotiated increase applied to any existing wage in the grid, these wages shall be increased by the difference, in cents, between the increase to the federal or provincial minimum wage and the negotiated increase applied to each wage. Such an increase shall take effect on the date of the increase to the federal or provincial minimum wage.

For example, if a wage in the grid is scheduled to receive a negotiated increase of \$0.10 on 01 March 2020 and the federal or provincial minimum wage receives an increase of \$0.20 on 01 May 2020, that wage in the grid shall receive an increase of \$0.10 on 01 May 2020.

- (c) **Following these calculations, the Employer shall provide a copy of the proposed new wage grid to the Local Union President and the PSAC Negotiator for confirmation of the adjusted rates of pay.**

LETTER OF UNDERSTANDING #1 RE: ORIENTATION OF NEW EMPLOYEES

New employees shall be introduced to the Local Union President or designate at the time of hire and shall be advised that the workplace is unionized. Each new employee will be provided with a copy of the Collective Agreement.

The Employer shall provide the Union with the name address, and telephone number of all new employees hired within seven (7) days of the date of hire. Such notification shall be made in writing.

LETTER OF UNDERSTANDING #2 RE: DOMESTIC VIOLENCE

As per its obligations under the *Canada Labour Code* Part II, section XX, and Article 10 of the Agreement, the Employer recognizes that workplace violence can stem from incidents of domestic violence.

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

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

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

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

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer and the Bargaining Agent agree that an employee's culpability in relation to issues of performance or misconduct may be mitigated if the misconduct or performance issue can be linked to an abusive or violent domestic situation affecting the employee.

LETTER OF UNDERSTANDING #3 RE: MENTAL HEALTH

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).

LETTER OF UNDERSTANDING #4 RE: FAMILY STATUS

Over the life of the current Agreement, the parties agree to discuss the definition of "family" as outlined in Article 16.10 and **Article 16.11** and its intersection with the Employer's obligations in respect of refraining from discrimination on the grounds of family status, as prohibited by the *Canadian Human Rights Act*.

LETTER OF UNDERSTANDING #5 RE: JOB EVALUATION

Within 180 days of ratification of this Collective Agreement, the Employer will review all of the Bargaining Unit positions and will provide all of the employees with current and accurate job descriptions. The Employer will then re-evaluate all Bargaining Unit positions within 180 days of the completion of the job description review process. If any of the positions are

re-classified to a higher level, the effective date of the re-classification shall be **14 July 2021** and any employees on strength as of that date will receive the applicable retroactive pay.

LETTER OF UNDERSTANDING #6 RE: CONTRACTING OUT

The Employer has no plans contemplating the closure of NPF outlets at CFB Gagetown or the elimination of NPF positions in this 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 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, 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.

NEW LETTER OF UNDERSTANDING #7 RE: FLEXIBLE WORK OPTIONS

Employees interested in Telework (Remote) Work are to submit their requests to the manager, in accordance with the Employer's Flexible Work Options Policy. All request will be reviewed and discussed with the requesting employee. Requests shall not be unreasonably denied by the Employer.

NEW LETTER OF UNDERSTANDING #8 RE: PTSD AWARENESS TRAINING

The Employer will include a segment on PTSD Awareness training in the Employer's Mandatory Workplace Violence and Harassment training, which is to be launched within the next two (2) years.

As an interim measure, the workplace parties will consult on the delivery of a mandatory introductory PTSD Awareness and incident reporting workshop at the next LMRC meeting. All Bargaining Unit members and responsible managers/supervisors will participate in this workshop within three (3) months of its development.

Agreed 5 May 2021