

AGREEMENT

BETWEEN

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

AND

PUBLIC SERVICE ALLIANCE OF CANADA

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

5 WING GOOSE BAY

EXPIRY DATE: **30 JUNE 2019**

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

1.01 The purpose of this Agreement is to establish and maintain harmonious relationships between Her Majesty in Right of Canada as represented by the Staff of the Non-Public Funds, Canadian Forces, hereinafter referred to as the Employer, the Bargaining Agent 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 23 December 1983, as exclusive bargaining agent for all employees of the Employer in the Operational Category and on 30 April 1984 for all employees of the Employer in the Administrative Support Category employed at Canadian Forces Base Goose Bay save and except managers.

## **ARTICLE 3 - INTERPRETATION AND DEFINITIONS**

3.01 For the purpose of this Agreement:

a) Full-time employee means an employee who has completed his/her probationary period and is employed on a continuing basis for thirty-two (32) or more hours per week.

b) Part-time employee in the Operational Category means an employee who may be employed on a continuous basis but works less than thirty-two (32) hours per week and more than thirteen and one-third (13-1/3) hours per week.

c) Part-time employee in the Administrative Support Category means an employee who may be employed on a continuous basis but works less than thirty-two (32) hours per week and more than twelve and one-half (12½) hours per week.

d) 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 either full-time or part-time status. The probationary period shall not normally exceed:

- |                     |                            |
|---------------------|----------------------------|
| (1) supervisory:    | four (4) calendar months;  |
| (2) non-supervisory | three (3) calendar months. |

(e) Should the employee's evaluation be unsatisfactory during the original probationary period, the Employer may, in its own discretion, extend the probationary period. These extensions shall not exceed the following periods of time as specified below:

- |     |                 |                            |
|-----|-----------------|----------------------------|
| (1) | supervisory:    | four (4) calendar months;  |
| (2) | non-supervisory | three (3) calendar months. |

(f) A part-time employee does not change status to a full-time employee until s/he has worked thirty-two (32) hours each week over thirteen (13) consecutive weeks.

#### **ARTICLE 4 - STATE SECURITY**

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

#### **ARTICLE 5 - MANAGERIAL RIGHTS**

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

- a) to plan, direct and control operations; to determine methods, processes, equipment and other operating matters; to determine the location of facilities and the extent to which these facilities or parts thereof shall operate; and
- b) to direct the working forces including the right to decide on the number of employees, to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline employees including suspension and discharge for just cause; and it is expressly understood that all such rights and responsibilities not specifically covered or modified by this Agreement shall remain the exclusive rights and responsibilities of the Employer.

5.02 New Employees may be released during the probationary period for just 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 **UNDE National Office**.

5.03 Such rights will not be exercised in a manner inconsistent with the express 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 that are in conformity with the applicable law.

## **ARTICLE 7 - CHECK-OFF**

7.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues established by the Union from the pay of all full-time and part-time employees in the bargaining unit. The appropriate proportionate deductions will be made on a bi-weekly basis.

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

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 pay period during 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 this Article except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

7.04 The Employer agrees to remit dues together with a list of employees from whom deductions have been made to the Union and the Local at its mailing address by the fifteenth (15<sup>th</sup>) day following the end of each calendar month, except for circumstances beyond the Employer's control. The Employer agrees to supply the Union, including the Local, quarterly, with the name, classification and employment status of each bargaining unit employee. This would include notice concerning new employees, employees whose employment has terminated, and employees who are on approved leave with or without pay.

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

## **ARTICLE 8 - APPOINTMENT OF REPRESENTATIVES**

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

8.02 The Bargaining Agent shall determine each representative and alternate, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure, and shall notify the Employer.

8.03 The Union shall notify the Employer of the names of its representatives and alternates.

## **ARTICLE 9 - LEAVE FOR REPRESENTATIVES AND ACCESS TO PREMISES**

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

9.02 A representative or alternate will not receive pay for time spent investigating complaints during his/her regular scheduled time off.

9.03 When operational requirements permit, the Employer will grant leave without pay to a maximum of three (3) employees for the purpose of attending negotiation meetings, conciliation board or arbitration tribunal meetings concerning the Non-Public Funds employees at CFB Goose Bay and/or to undertake training related to the duties of an elected representative or steward.

9.04 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 Base Commander or his delegate. Such approval shall not be unreasonably withheld.

9.05 The Union's meetings shall be held outside the hours of work of the employees and outside the premises of the Employer. However, the Employer may permit the 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.

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

## **ARTICLE 10 - SAFETY & HEALTH**

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

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

10.03 The Employer shall not require an employee to work under unsafe conditions. The Employer and the Union recognize that the Environment Standards are those issued under the Canada Labour Code, Part II, as may be amended from time to time.

10.04 Members of the Bargaining Unit who attend health and safety meetings, called by the Employer shall be paid for all such time under the terms of the collective agreement.

10.05 The Employer shall make every reasonable effort, to the point of undue hardship, to accommodate a pregnant or nursing employee who obtains a medical certificate attesting that the workplace poses risks to her health, the health of her foetus or the health of her nursing child. If such accommodation is not possible, the Employer shall grant the pregnant employee unpaid leave for the duration specified in the medical certificate.

## **ARTICLE 11 - HOURS OF WORK**

11.01 The normal hours of work for employees in the Operational Category shall not exceed eight (8) hours in a day and forty (40) hours in a week exclusive of unpaid meal periods. The normal hours of work for employees in the Administrative Support Category shall not exceed seven and one-half (7½) hours in a day and thirty-seven and one-half (37½) hours in a week exclusive of unpaid meal periods. An employee shall not work a shift of less than three (3) hours. A week is defined as seven (7) consecutive days starting at 0000 hours Monday morning and ending the following Sunday night at 2400 hours.

11.02 A work schedule shall be posted on the appropriate bulletin board showing the scheduled working hours for each employee covered by this Agreement for the following week. The schedule will be posted by **noon on Thursday** of each week. If a schedule is not posted by **noon on Thursday**, the schedule for the previous week will apply. After Thursday, no changes in schedule for the following week will be made, except where changes are necessary due to circumstances beyond the control of the Employer. Where such changes are necessary, the employee will be given notice as far in advance as possible. Schedules will not be continuously changed so as to harass the employee and shall always be posted.



1.03 The meal period shall remain as per past practice unless changes are mutually agreed upon. Also, except in those operations, which normally employ only one person, the meal periods shall be uninterrupted.

11.04 The Employer will advise and consult the Local representative at least ten (10) days in advance 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 consultation, the Employer will where practical, accommodate such employee representations as may have been conveyed by the representative.

11.05 Provided sufficient advance notice is given and with the approval of the manager, employees may exchange shifts if there is no increase in cost to the Employer.

11.06 Once in every three (3) week period full-time employees will receive two (2) consecutive days off. These will either be a Friday, Saturday, a Saturday, Sunday or Sunday, Monday combination on a rotational basis. This is a minimum standard not a maximum.

11.07 Upon the written request of an employee and with approval of the Employer, Article 11.06 may be rendered void for the employee for a specific period of time. Articles 11.06 and 11.07 will not apply to employees who work in operations from Monday to Friday inclusive.

#### 11.08 Rest Periods

a) Each employee shall be granted a rest period of fifteen (15) minutes during each working day of three (3) hours or more. Such rest periods shall not be allocated within one (1) hour of a meal period or within one (1) hour of starting or quitting time. An employee will not be entitled to more than two (2) rest periods in a seven and one-half (7½) or an eight (8) hour work day as applicable.

b) An employee unable to take a rest period as a result of operational requirements shall be compensated at his/her regular rate of pay in addition to the remuneration he/she will receive in accordance with Article 11.08a.

c) for those operations where the shifts are scheduled so that the meal period creates a half shift of less than three (3) hours, either before or after the lunch period, the employees shall be entitled to take their rest periods either during that half shift or at two (2) separate intervals during the longer half shift.

11.09 An employee called back to work shall receive a minimum of four (4) hours pay at his/her regular rate or a minimum of four (4) hours of work.

11.10 Provided an employee is not advised by the Employer beforehand that there is no work available and the employee reports to work in accordance with his/her work schedule he/she shall be paid a minimum of three (3) hours at their regular rate of pay.

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

11.12 The Employer acknowledges that the seniority of part-time employees shall be respected in the preparation of work schedules.

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

## **ARTICLE 12 - OVERTIME**

12.01 When an employee is required to work in excess of the normal hours of work stipulated in Article 11.01, he/she is entitled to overtime compensation for each completed period of fifteen (15) minutes of overtime worked by him/her at a rate of time and one-half (1½) except as provided in sub-section (a), (b) and (c):

a) double time for all overtime work in excess of seven and one-half (7½) consecutive overtime hours on a normal working day;

b) double time for all overtime work in excess of seven and one-half (7½) consecutive overtime hours on the first day of rest; and

c) double time for all time worked on the second and subsequent days of rest.

12.02 When an employee is required to work seven (7) or more consecutive days, he/she shall be paid at a rate of pay of not less than one and one half (1 ½) their regular rate of pay for the first eight (8) hours of work on the seventh day or subsequent days, and two (2) times for all additional hours worked on the seventh or subsequent days.

12.03 Overtime shall be compensated in money, except upon the request of an employee and with the approval of the Employer; overtime shall be compensated in equivalent leave with pay within ninety (90) days of the overtime worked.

12.04 The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

12.06 Overtime shall be offered first, to the employee with the greatest seniority

on the shift in the outlet which requires the work, provided the employee is of the same classification (job title) and is capable of performing the work. If no employee wishes to work the overtime, the Employer shall assign the work to a junior employee who is capable of performing the work.

#### 12.07 Meal Allowance

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

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

and who has not been notified of this requirement prior to the completion of their previous shift, shall be reimbursed for one (1) meal in the amount of ten dollars and fifty cents (\$10.50) except where meals are provided. A reasonable time to be determined by the employer shall be allowed to the employee in order that the employee may take an unpaid meal break.

12.08 Except in case of an emergency, a callback or in mutual agreement with the employee, the Employer shall give a minimum of four (4) hours notice whenever possible when overtime has to be worked.

### **ARTICLE 13 - SENIORITY**

#### 13.01 Definitions:

- a) Seniority in the Operational Category bargaining unit for full-time employees shall be defined as total length of continuous full-time employment in the bargaining unit.
- b) Seniority in the Operational Category bargaining unit for part-time employees shall be defined as total length of continuous part-time employment in the bargaining unit.
- c) Seniority in the Administrative Support Category bargaining unit shall be defined as total length of continuous employment in the bargaining unit.
- d) Probationary employees shall have no rights under (a), (b) or (c) above under the seniority provisions of this agreement until the conclusion of the probationary period as specified in Article 3.01 (d) at which time an employee's seniority shall date back to his first day of continuous employment.

e) Outlets.

The seniority of an employee in the Operational Category bargaining unit with regards to layoff, recall from layoff or any other provision set out in this article shall be by outlet. The Operational Category bargaining unit shall be divided into the following operations called outlets:

CANEX SuperMart  
Canuck Club  
Community Recreation

f) The seniority of an employee in the Administrative Support Category bargaining unit with regards to lay-off, recall from lay-off or any other provisions in this article shall be by bargaining unit.

g) Lay-off shall be defined as a reduction in the work force or a change in status from full-time to part-time.

13.02 Loss of Seniority

An employee will lose his/her seniority rights under this Agreement and his /her service will be terminated if:

- a) He/she voluntarily quits;
- b) He/she is discharged for just cause;
- c) He/she has been laid-off for a continuous period of twelve (12) months;
- d) He/she has been laid-off and fails to return to work or to give in writing valid reasons for his/her inability to do so within five (5) working days of the date they had been requested by the Employer, in writing by registered mail, to return to work. In order to be eligible for recall from lay-off the employee must provide the Employer with their current mailing address and telephone number. *The UNDE National Office shall be copied on the registered letter recalling the employee to work;*
- e) He/she overstays a period of leave granted by the Employer without securing an extension of such leave;
- f) He/she absents himself/herself from their work for more than three (3) working days without securing leave or without producing evidence of a valid reason satisfactory to the Employer. It is understood and agreed that this Article does not permit or sanction absences of three (3) days or less without reasons satisfactory to the Employer.

### 13.03 Lay-Off and Recall from Lay-Off

In matters of lay-off, recall after lay-off, and reduction of full-time employee to a part-time employee, the principle of seniority shall be recognized, provided the senior employee has the qualifications, experience, ability, and skill to do the job required.

13.04 Vacancies within the bargaining unit created by the departure of an employee, reclassification of a position or the creation of a new position will be filled as follows:

a) The vacancy shall be offered first, on the basis of seniority to any employee on the layoff list of the outlet concerned provided he/she is of the same classification as the vacant position or higher and provided he/she has the necessary qualifications, experience, ability, and skill to do the job required.

b) If the vacancy cannot be filled in accordance with Article 13.04 (a) above a notice of competition shall be posted for five (5) working days on notice boards and interested employees shall apply in writing to the responsible officer named in the poster. An employee in the outlet where the vacancy occurs shall be given first opportunity to fill the position provided he/she has the qualifications experience, ability, and skill to do the job required. Where the Employer determines there is more than one (1) employee in the outlet concerned with equal qualifications to fill the vacancy, the more senior employee will be given preference and be offered the appointment first.

c) If the vacancy cannot be filled in accordance with Article 13.04 (b) above then an employee in the bargaining unit shall be given first opportunity to fill the position provided he/she has the qualifications experience, ability, and skill to do the job required. Where the Employer determines there is more than one (1) employee in the bargaining unit with equal qualifications to fill the vacancy, the more senior employee will be given preference and be offered the appointment first.

13.05 If, at any time within three (3) months of being awarded the job in accordance with Article 13.04, the employee requests to be returned to their former job or the employee cannot satisfactorily perform the job, the employee shall be returned to their former position or a similar position and former wage rate without loss of seniority.

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

advised of the name of the successful candidate.

13.07 When a full-time employee is laid-off due to lack of work and there is part-time work available, he/she shall be given preference to work part-time work if he/she has the qualifications experience, ability, and skill to perform such work. For Operational Category employees, this preference applies to available part-time work in the outlet. For Administrative Support employees, this preference applies to available part-time work in the Bargaining Unit. Upon assuming 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 will retain seniority as a full-time employee for twelve (12) months and shall be given the first opportunity, consistent with his/her seniority, to re-convert to full-time status provided that the employee has the qualifications experience, ability, and skill to do the job required.

#### 13.08 Seniority Lists

Within 60 days of the signing of this Collective Agreement separate seniority lists for each bargaining unit shall be posted for a period of three (3) weeks. For the Operational Category, the list shall be by outlet, and shall separately list full-time and part-time employees; and for the Administrative Support Category shall separately list full-time and part-time employees. Lists shall include employees' full name, job title and seniority date. 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.

13.09 In all circumstances, a full-time employee shall have preference over a part-time employee provided the full-time employee has the qualifications experience, ability, and skill to do the job required.

13.10 Under normal circumstances, the Employer shall notify employees who are to be laid-off fourteen (14) calendar days prior to the effective date of the lay-off.

13.11 For the purpose of the application of this Article, part-time employees who accept a full-time position with the Employer will be credited with one half ( $\frac{1}{2}$ ) of their part-time seniority towards their full-time seniority.

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

13.13 A full-time employee who is on lay-off may continue the benefits listed in Article 18.02 for a period of twelve (12) months. The employee will be responsible for both the employee and Employer share of the premiums.

13.14 Qualifications

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.

**ARTICLE 14 - DESIGNATED HOLIDAYS**

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

- a) New Year's Day
- b) Good Friday
- c) Easter Monday
- d) Sovereign's Birthday (Victoria Day)
- e) Canada Day
- f) First Monday in August
- g) Labour Day
- h) Thanksgiving Day
- i) Remembrance Day
- j) Christmas Day
- k) Boxing Day

l) One additional day when proclaimed by an Act of Parliament as a National Holiday

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

- a) He/she works his/her scheduled day before and his/her scheduled day after the designated day, unless the absence is due to provable personal injury or illness;

b) He/she is not on an authorized leave of absence without pay.

14.03 A full-time employee who is entitled to a designated holiday and is required to work on that designated holiday will be reimbursed in the following manner at the discretion of the employee:

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

14.04 When a designated holiday falls on a day that is a non-working day for a full time employee, the employee is entitled to and shall be granted a day off with pay at a time convenient to him/her and his/her Employer.

14.05 If a full-time employee is not entitled to a paid designated holiday and he/she is required to work on the designated holiday he/she will be paid at one and one-half ( $1\frac{1}{2}$ ) times his/her regular rate.

14.06 When an employee is entitled to a designated holiday on which he/she is required to work, the following applies:

a) The employee shall be paid, in addition to his/her regular rate of pay for that day, at a rate at least equal to one and one-half times ( $1\frac{1}{2}$ ) times his/her regular rate for the first seven and one-half ( $7\frac{1}{2}$ ) hours worked by him/her on that day and two (2) times his/her hourly rate of pay for all hours worked thereafter; or

b) The employee shall be paid at one and one-half ( $1\frac{1}{2}$ ) times his/her rate of pay for the first seven and one-half ( $7\frac{1}{2}$ ) hours worked by him/her on that day and two (2) times his/her 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 his/her annual vacation or at a time convenient to the employee and the employer.

14.07 Part-time employees shall be paid four and a quarter percent (4.25%) of earnings as designated holiday pay every pay period. If a part-time employee works on that day, he/she will be paid at the rate of one and one half ( $1\frac{1}{2}$ ) times his/her rate of pay for the hours worked on that day.

14.08 Employees on a leave of absence for Union business not in excess of two (2) weeks on the scheduled day prior to and following the holiday shall be paid for the holidays mentioned in 14.01.



14.09 When a designated holiday falls on a day that is a non-working day for an employee, the employee is entitled to and shall be granted a day off with pay at some other time. This may be by way of an addition to his annual vacation or granted as a day off with pay at a time convenient to the employee and their 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.

14.10 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 Clause 12.01, he/she shall be paid in addition to the pay that he would have been granted had he/she not worked on the holiday, two (2) times the employee's hourly rate of pay for all time worked.

14.11 An employee who is required to work between 8:00 p.m. and midnight on December 31 (New Year's Eve) shall receive, in addition to his/her regular rate of pay for that day, compensation at two (2) times his/her hourly rate of pay.

#### **ARTICLE 15 - VACATION LEAVE**

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

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

On completion of the 28<sup>th</sup> and subsequent  
Years of continuous full-time employment

30 working days

15.02 On termination of employment or death the employee or his/her estate is entitled to any vacation pay owed to him/her in respect to any prior completed year of employment and vacation pay for any portion of the year completed at the time of termination at his 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 two (2) weeks' notice in writing regarding the actual dates on which the employee desires to take his vacation if the period of vacation is four (4) 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. It is realized that occasionally employee's vacations cannot be taken during the vacation period because of illness, job requirements or other exceptional circumstances. In such cases vacations may be carried over the next vacation period with the approval of the Employer. Applications for vacation carry-over shall be submitted in writing. Such approval shall not be unreasonably withheld.

15.07 Vacation is only earned while an employee is drawing a wage. Authorized periods of leave without pay that do not exceed two weeks may be counted as time earning vacation.

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

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

15.10 The vacation schedule shall be posted prior to the vacation period and such vacation shall be granted on the basis of seniority in the facility. A senior employee will not be able to request a holiday period already selected by an employee whose vacation request was approved by the Employer.

15.11 At the request of the employee, the Employer shall schedule the Saturday and Sunday, referred to in Article 11.06, prior to an employee going on vacation

as days of rest, if the period of the vacation is for four (4) or more days.

15.12 Where, in respect of any period of vacation leave with pay, an employee is granted sick leave on production of a medical certificate, the vacation with pay so displaced shall either be added to the vacation, if requested by the employee and approved by the Employer, or be reinstated for use at a later date. The dates indicated on the medical certificate must fall within the dates on the vacation leave request.

15.13 An employee is entitled to be informed, upon request, of the balance of his/her vacation entitlement.

15.14 An employee is entitled to vacation leave with pay to the extent of his/her earned credits provided he/she has completed six (6) months of continuous employment.

## **ARTICLE 16 - LEAVE GENERAL**

### **16.01\*        Sick Leave Plan**

a)        All full-time employees who have completed their probation period are entitled to up to seventeen (17) weeks sick leave at full pay.

c)        The following conditions govern the entitlement to sick leave:

(1)        The employee must contact his/her immediate supervisor as soon as possible on the first day of absence indicating the reason for the absence and the expected date of return;

(2)        A medical certificate signed by a doctor must be provided for each absence in excess of five (5) working days. The Employer reserves the right to require a medical certificate for any period of illness provided the employee is advised in advance in writing of the requirement beforehand. Prolonged or frequent illness may require additional certificates at the expense of the Employer from the employee's doctor or a doctor mutually agreed upon.

(3)        A pregnant employee who has not commenced maternity leave is eligible for coverage under the sick leave plan including coverage for pregnancy related illnesses.

d)        The employee's full benefits are reinstated after a return to work for thirty (30) calendar days or for five (5) continuous working days if the disability is for a new cause. 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 Article 16.01a., 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 his/her 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.

g) If an employee has exhausted his/her sick leave benefits under this article and remains medically unable to work due to same illness/injury, he/she may be eligible for Long Term Disability (LTD) benefits provided that he/she meets the eligibility criteria of the LTD Plan.

An employee converting from part-time to full-time status at CFB Goose Bay shall be entitled to up to 17 weeks sick leave at full pay in accordance with the provisions of 16.01.

#### 16.03 - Maternity, paternity and adoption leave (Child-Care)

(A) 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 doctor's certificate attesting that she is pregnant is entitled up to a maximum of seventeen (17) weeks of leave beginning at the earliest eleven (11) weeks before the presumed date of her delivery and ending, at the latest, seventeen (17) weeks after the date of delivery;

b) Without prejudice to paragraph B, an employee who is, or may be, effectively in charge of the care of a new-born child, or a child the employee has adopted or has commenced legal proceedings to adopt, is entitled to leave of up to thirty-five (35) weeks commencing at a time chosen by the employee:

(i) If the employee is female:

(a) either at the termination of maternity leave she has taken: or

(b) on the day of the child's birth or the day she has taken charge of the child's care.

(ii) If the employee is male:

(a) either at the termination of all maternity leave taken by the mother;

(b) on the day of the child's birth or the day he/she takes charge of the child's care.

(B) The total period of leave that can be taken by two NPF employees for child care must not exceed thirty-five (35) weeks.

(C) An employee who intends to take or modify the child care leaves must give the Employer written notice at least four (4) weeks prior to the leave.

(D) An employee who returns to work after leave for child-care shall be reassigned to the position the employee left to take leave or to a comparable position in the same workplace, with the same wages and benefits. If during the leave period the wages and benefits of the group of which the employee is a part are changed due to reorganization or renewal of the collective agreement, the employee is entitled to receive the wages and benefits for this position as though the employee had worked at the time of reorganization or renewal. The employee on leave shall be advised in writing of any such modifications.

(E) Leaves described in this section are included in calculation of benefits listed in the present collective agreement. This does not apply if the employee does not return to work when the leave terminates.

(F) When the employee requests leave without pay for child care, the employee must also inform the Employer their choices with regard to the retirement plan and the group social benefits. If the employee chooses to participate in these benefits, the necessary arrangements shall be made for the employee to pay the required contributions. For this period of leave, the Employer shall be responsible for its share of the required contributions for group social benefits.

(G) An employee who takes maternity leave shall receive a benefit equivalent to two (2) weeks of Employment Insurance (EI) if the following conditions are fulfilled:

For each week in respect of which the employee receives (EI) maternity benefits pursuant to section 22 of the Employment Insurance Act, as may be amended from time to time the Employer will pay the employee an allowance equal to the difference between the gross amount of EI benefits she is initially eligible to receive and ninety-three (93%) of her gross weekly rate of pay, less any other monies earned during this period, to a maximum period of seventeen (17) weeks.

(a) an employee who has completed six (6) months of continuous service and who provides the Employer with proof that she has submitted an application for benefits under the Employment insurance plan under the provisions of Section 22 of the Employment Insurance Act (1971) as may be

amended from time to time and who is declared eligible for such benefits, shall receive benefits related to maternity leave under the Supplementary Employment Insurance Benefits plan;

(b) an employee who receives benefits for maternity leave must return to work for a period of time equal to the amount of the maternity leave taken, unless the Employer has agreed to extend the leave, or unless the employee is entitled to leave under the present agreement; and

(c) if the employee does not return to work in accordance with the present section, she will have to reimburse the Employer the full allowance received for maternity leave. Employees who receive the maternity leave allowance but are unable to return to work for the period of time outlined in this article 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.

16.03 (H) Notwithstanding paragraphs A and B:

(i) where the employee has not yet proceeded on maternity or parental leave without pay and their child, as identified in 16.02b, is hospitalized

OR

(ii) where the employee has proceeded on maternity or parental leave without pay and then returns to work for all or part of the period during which their child as identified in 16.02b, is hospitalized the period of maternity leave without pay defined in sub-paragraph (a) of paragraph (A) or the parental leave without pay defined in sub-paragraph (b) of paragraph (A) may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave or parental leave, provided that:

- (a) the total maternity leave without pay does not exceed seventeen (17) weeks;
- (b) the total combined parental leave without pay taken by one or two NPF employees for the birth or adoption of one (1) child does not exceed thirty-five (35) weeks;
- (c) the extended maternity leave without pay does not end later than fifty two (52) weeks after the day the child is born; and
- (d) the extended parental leave does not end later than one hundred and four (104) weeks after the day the child is born or comes into the care of the employee.

16.04

Bereavement Leave

- (a) \*An employee will be given leave with pay for five (5) days immediately following the death of a member of their immediate family and for one (1) day in the case of a distant relative. In addition, the employee may be granted up to two (2) days leave with pay for the purpose of travel related to the death. If required, one or more days referred to in this Article can be carried forward to the day of cremation or burial if such an event is to occur at a later date, on the condition that the leave does not extend beyond the day following the cremation or burial.
- (b) For the purposes of this Agreement, immediate family will comprise anyone of the following: father, mother (or alternatively, step-father, step-mother or foster parents), brother, sister, 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 or ward of the employee), grandchildren, and grandparents.
- (c) For the purposes of this Article, distant relative will comprise any of the following: brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle and spouse's grandparents, or any relative permanently residing in the employee's household or with whom the employee resides.
- (d) Should the periods mentioned above contain one (1) or more non-working days (for example, Sunday or day off), the employee may claim leave with pay only for the actual days of work he will have missed.

\* 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 clause 16.04 (a) above.

16.05

Court Leave with Pay

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

- a) in or under the authority of a court of justice or before a grand jury;
- b) before a court, judge, justice, magistrate or coroner;
- c) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his 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 him for witness fees and the amount he would have earned had he worked on the day he was required to appear as a witness. The employee must promptly notify the Employer he has been summoned as a witness.

#### 16.06 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 him for jury services and the amount he could have earned had he worked on such days. This does not apply if the employee is excused from jury duty for the rest of the day or days and, where practical, fails to report back to work, or if jury duty occurs on the employee's regularly scheduled day off. The employee must promptly notify the Employer that he has been summoned for jury duty.

#### 16.07 Leave of Absence without Pay

An employee may be granted a leave of absence without pay provided he 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 periods of leave of absence without pay 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 18.02 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 his former position or to a similar position at the then prevailing wage rate at the expiration of the leave of absence without pay.



16.08 Leave for Family Related Responsibilities

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

- a) To take a dependent family related member for medical or dental appointments or for appointments with appropriate authorities in school or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependant family members to minimize his/her absence from work. An employee requesting leave under this provision must notify his/her supervisor of the appointment as far in advance as possible;
- b) For the temporary care of a sick member of the employee's immediate family.
- c) For the needs directly related to the birth of an employee's child. This leave may be divided into two (2) separate periods and granted on separate days.
- d) For the needs directly related to the adoption of the employee's child. This leave may be divided into two (2) separate periods and granted on separate days.
- e) To attend school functions if the supervisor was notified of the function as far in advance as possible.
- f) To provide for the employees child in the case of an unforeseeable closure of the school or daycare facility.
- g) To attend an appointment with a legal or paralegal representative or with a financial representative if the supervisor was notified of the appointment as far in advance as possible.
- h) The total leave with pay, which may be granted under this clause shall not exceed five (5) working days in any fiscal year.
- i) To attend emergencies beyond the control of the employee

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

The Employer shall grant to an employee up to five (5) days of leave without pay for needs directly related to adoption.

16.09 Compassionate Care Leave

An employee is entitled to a leave of absence, without pay of up to eight (8) weeks to provide care or support to a member of their family who is gravely ill with a significant risk of death within twenty-six (26) weeks.

(a) For the purposes of this provision, family member is defined as child or the child of a spouse or common-law partner; wife or husband or common law partner; father or mother; father's wife or mother's husband, if the father or mother, as applicable, has remarried; common-law partner of father or mother, if there has been no remarriage.

(b) When requesting compassionate care leave without pay, the employee must provide a certificate from a qualified medical practitioner indicating that the member of the family is gravely ill with a significant risk of death within twenty-six (26) weeks and that he/she needs a family member to provide for psychological comfort or emotional support; arrange for care by a third party care provider; or directly provide or participate in the care.

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

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

(e) An employee shall, along with the request for compassionate care leave, notify NPF in writing of the options concerning the pension and group benefits coverage. An employee on compassionate leave may continue group benefits coverage provided the employee pays his/her share of contributions; NPF shall continue to pay its share of contributions.

**Personal Leave:**

16.10 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, an employee shall be granted, in each fiscal year, up to one day of leave with pay for reasons of a personal nature. Pay for personal leave shall be calculated based on one fifth

(1/5) of the employee's average weekly salary during the two (2) pay periods immediately preceding the leave. 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 leaves at such times as the employee may request.

16.11 Personal Leave and family-related leave may be taken in hourly increments.

16.12 For the purposes of this article, "dependent child" means an employee's or employee's spouse's natural, legally adopted, or stepchild who is unmarried,, unemployed, dependent and under the age of 21 if not in full-time attendance at an educational institution, otherwise under the age of 25 or no age limit if the dependent child has a permanent disability.

16.13            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 he/she meets the following eligibility requirements:

- a.     the Employee must submit a written request for relocation leave to his/her manager, which should be done at least four (4) weeks in advance and in any event, as soon in advance as possible;
- b.     the Employee must provide proof of the spouse's relocation/posting/transfer.
- c.     the Employee must provide advance written confirmation that he/she is voluntarily giving up rights to his/her substantive position effective the first (1st) day of his/her relocation leave (thus allowing his/her former position to be immediately filled on a permanent basis);
- d.     the Employee must provide advance written confirmation that he/she will be deemed to have voluntarily resigned from the NPF employment effective the last day of his/her relocation leave in the event that he/she is not successful in obtaining another NPF position at the new location during his/her leave.
- e.     the Employee must ensure his/her previous location has his/her current contact information; and

An employee may continue group benefits and pension coverage provided the Employee pays both the Employer's and his/her share of contributions. The Employee shall, along with the request for relocation leave, notify NPF in writing of the options concerning the 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 his/her new location or returns to their original location and is rehired within the 12 month leave period their reemployment will be treated as continuous service and his/her relocation leave will automatically end effective the day before the Employee starts working in the new position.

#### 16.14 Leave for Pregnant Employees

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

### **ARTICLE 17 - GRIEVANCE PROCEDURES**

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

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

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

17.04 Subject to and as provided in Part 2 of the Public Service Labour Relations Act as may be amended from time to time, an employee who feels

aggrieved by the interpretation or application of the Collective Agreement or Arbitral Award, or by any matter, action or lack of action by the Employer affecting the terms and conditions of his/her employment, other than a matter arising from the classification process is entitled to present a grievance in the manner prescribed in this Article except that;

(a) where there is another administrative procedure provided by or under any Act of Parliament, other than the Canadian Human Rights Act, to deal with his/her specific complaint, such procedure must be followed; and

(b) where the grievance relates to the interpretation or application of the Collective Agreement or an Arbitral Award, he/she is not entitled to present the grievance unless he/she has the approval of and is represented by the Union.

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

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

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

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

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

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

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

(b) at the final level of the grievance procedure where the grievance relates to disciplinary action resulting in the discharge of the employee.

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

17.11 An individual or a group grievance shall be presented:

(a) where it does not relate to disciplinary action resulting in discharge, not later than the twentieth (20<sup>th</sup>) day; and

(b) where it relates to disciplinary action resulting in discharge, not later than the twenty-fifth (25<sup>th</sup>) day;

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

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

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

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

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

17.16 In determining the time within which any action is to be taken in the

grievance procedure, Saturdays, Sundays and designated holidays shall be excluded.

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

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

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

17.20 When a grievance that may be presented to adjudication is a grievance relating to the interpretation or application in respect of him/her of a provision of a Collective Agreement or an Arbitral Award, the employee is not entitled to refer the grievance to adjudication unless the Union for the Bargaining Unit to which the Collective Agreement or Arbitral Award applies signifies in prescribed manner:

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

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

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

**\*\*17.22** By mutual agreement, the parties may use an independent mediator in

an attempt to settle a grievance dealing with discrimination. The selection of the independent mediator will be by mutual agreement.

#### Expedited Adjudication

Subject to any requirement that the Parties obtain the approval of the Public Service Labour Relations Board to their proposed procedure for expedited adjudication, the parties agree that any adjudicable grievance may be referred to the following expedited adjudication process:

- a. At the request of either party, a grievance referred to adjudication may be dealt with through Expedited Adjudication with the consent of both parties.
- b. When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Bargaining Agent will submit to the Public Service Labour Relations 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 PSLRB 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 PSLRB.
- 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 PSLRB agree otherwise. The cases will be scheduled jointly by the parties and the PSLRB and will appear on the PSLRB schedule.
- h. The Adjudicator will make an oral determination at the hearing which will be recorded and initialed by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) working days of the hearing. The parties may, at the request of the Adjudicator, vary the



above conditions in a particular case.

- i. The Adjudicator's determination will not constitute a precedent.

## **ARTICLE 18 - HARASSMENT**

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

18.02 The Employer policy currently defines "harassment" as any unwelcome and improper conduct by an individual that is directed at and offensive to another person or persons in the workplace and which the individual knew or ought to have reasonably known would cause offence or harm. It comprises any objectionable act, comment or display that demeans, belittles or causes intimidation or threat. It includes harassment within the meaning of the Canadian Human Rights Act.

## **ARTICLE 19 - CONSULTATION**

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

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

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

19.03 The Employer agrees that the benefits mentioned in Article 18.02 above will not be reduced as a result of the signing of this Agreement.

## **ARTICLE 20 - PAY ADMINISTRATION**

20.01 An employee shall be paid bi-weekly for services rendered at a rate of pay specified in Appendix A for his/her job title in accordance with the time limits outlined in the rate of pay scale.

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

### **20.03 Acting Pay**

a) When an employee is required in writing by the Employer to temporarily perform the duties of a higher classification in the Bargaining Unit for one (1) working day or more, he/she shall be paid as if he/she has been appointed to that higher classification level for that period from day one; and

b) When an employee is required in writing by the Employer to temporarily perform the duties of a higher classification outside of the Bargaining Unit for one (1) working day or more, he/she will be paid an increment of twenty (20) percent of his/her rate of pay for that period from the first (1st) day.

20.04 An employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of pay.

20.05 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 himself/herself.

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

## **ARTICLE 21 - UNIFORMS**

21.01 Uniforms which the Employer requires shall be furnished to the employee by the Employer without charge. This shall include protective clothing such as jackets, aprons smocks and coveralls and pants.

21.02 The Employer shall provide a sufficient number of parkas without charge to employees for use in the following workplaces:

- a) Warehouse;
- b) Meat Room;
- c) Gas Bar;
- d) Receiving Area, and
- e) Freezers.

21.03 An annual allowance of one hundred and fifty dollars (\$150.00) shall be provided to those employees who are required to wear safety footwear under the provision of Part II of the Canada Labour Code, as may be amended from time to time. This allowance shall be payable once per year on presentation of proof of purchase. In the case where the employee has not used his/her annual allowance of one hundred and fifty dollars (\$150.00) the allowance can be carried over to the following year to a maximum of three hundred (\$300.00).

21.04 Where the Employer requires an employee to wear a uniform and where the Employer requires that uniform to be dry cleaned, the Employer will pay the cost of the dry cleaning.

## **ARTICLE 22 - DISCIPLINE AND DISCHARGE**

### **22.01 Failing to Report to Work**

An employee who fails to report for duty for three (3) consecutive working days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable circumstances for not informing the Employer.

### **22.02 Discipline and Discharge Application**

Before disciplinary action can be taken against an employee:

- a) there must have been an incident or act calling for a reaction;
- b) there must be proof of the employee's involvement in the incident or commission of the act; and
- c) the employee must be aware of the grounds for the action taken against him/her and be given an opportunity to present his/her version of the facts (with

union or other representation, if requested).

22.03 A report of misconduct against an employee shall be initiated without unreasonable delay, i.e., normally within three (3) working days of the day on which the offence is discovered or, if the employee is absent, within three (3) working days from returning to work.

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

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

22.05 Discipline and discharge shall only be for just cause. A copy of the written notice of discipline and discharge shall be delivered to the local union president and UNDE National Office.

22.06 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years has elapsed if there was no further disciplinary action recorded during the two (2) years.

## **ARTICLE 23 - PART-TIME EMPLOYEES**

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

a) Court Leave - if a part-time employee is normally scheduled for work during a period for which he/she has been summoned for any proceeding listed in Article 16.04 he/she shall be paid in accordance with the provisions set forth in Article 16.04.

b) Jury Duty - if a part-time employee is normally scheduled for work during a period for which he/she has been summoned for jury duty he/she shall be paid in accordance with the provisions set forth in Article 16.05.

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

In the 1st year of employment four (4) % of annual gross earnings

In the 2nd to 6th year of employment six (6) % of annual gross earnings

In the 7th to 15th year of employment eight (8) % of annual gross earnings

In the 16th to 17th year of employment nine point two (9.2%) of annual gross earnings

In the 18th to 26th year of employment ten (10) % of annual gross earnings

In the 27th year of employment eleven (11) % of annual gross earnings

On completion of 28 years of employment twelve (12) % of annual gross earnings

This entitlement shall be paid on a bi-weekly basis effective 01/MAY/2008

#### Leave for Family Related Responsibilities (Part-time Employees)

d) Part-time employees shall be entitled to the benefit provided under this Agreement regarding family related leave in the same proportion as their weekly hours of work compare with the normal scheduled weekly hours of work of full-time employees.

#### Sick Leave for Part Time Employees

e) Part-time employees who have completed their probationary period may be granted up to a maximum of 2 days of paid sick leave per fiscal year. The following conditions govern the entitlement to sick leave:

- 1) The employee must contact his/her immediate supervisor on the first day of the absence indicating the reason for the absence and the expected date of return.
- 2) The Employer reserves the right to require a medical certificate for any period of illness, provided he or she is asked for a certificate before he or she returns. Any medical certificates requested by the Employer will be at the Employers expense from the employee's doctor, or a doctor mutually agreed upon.
- 3) Employees on maternity leave or any other form of leave are excluded from earning and taking sick leave.
- 4) Pay for sick leave shall be calculated based on one fifth (1/5) of the employee's average weekly salary during the two (2) pay periods immediately preceding the leave. Sick leave is not cumulative from year to year nor does it have any cash value.

For example, a part-time employee works 28 hours, 30 hours, 25 hours, and 26

hours in the preceding four weeks, and thus, their average weekly hours of work is 27.25 (28+30+25+26=109, 109/4=27.25. 1/5<sup>th</sup> of 27.25 (27.25/5=5.45) is 5.45, therefore the employee would be paid for 5.45 hours of work on the designated sick day.

#### **ARTICLE 24 - BULLETIN BOARDS**

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

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

#### **ARTICLE 25 - REST ROOMS**

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

#### **ARTICLE 26 - STATEMENT OF DUTIES AND INFORMATION**

##### 26.01 Statement of Duties

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

##### 26.02 Information to Bargaining Agent

The Employer agrees to supply the Union each quarter with the name and classification of each new full-time and part-time employee.

##### 26.03 Information for Employees

a) The Employer agrees to distribute to each employee and all new employees a copy of the Collective Agreement. The Employer shall do so within one (1) month after receipt from the printer; and

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

## **ARTICLE 27 - LABOUR-MANAGEMENT RELATIONS COMMITTEE**

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

27.02 A Labour-Management Relations Committee shall be appointed consisting of equal representation of bargaining unit employees and management representatives. A bargaining unit employee and a management representative shall be designated as co-chairmen for each meeting. The terms of reference shall be established by the Committee.

27.03 Time spent by the bargaining unit employee representatives in attending the committee meetings shall be considered to be time worked.

27.04 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.

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

## **ARTICLE 28 - SHORTAGES**

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

28.02 Any recovery of shortages that occur in situations where two (2) or more employees are assigned responsibility for, and have access to, Non-Public Fund property, stock or cash will be limited to such amounts as can be found to have been caused by a particular employee(s). Only the employee(s) found responsible will be required to reimburse the Employer for the shortages.

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

- a) The Employer reserves the right to implement disciplinary action, including suspension or discharge, in circumstances where a particular employee has consistently demonstrated an inability to safeguard the Employer's interests and assets. Any disciplinary action will be subject to the normal grievances and adjudication procedures; and

b) A grievance arising out of the reimbursement of cash shortages pursuant to Articles 27.01, 27.02 and 27.03 above may be referred to adjudication if needed. The bargaining agent and the Employer agree not to object to an adjudicator dealing with the merits of the case on grounds of an alleged lack of jurisdiction.

28.04 The Union recognizes that it is the responsibility of the Employer to provide secure facilities for the storage of cash.

## **ARTICLE 29 - SEVERANCE PAY**

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

Severance pay for employees who have full-time or part-time status shall be at the rate of two (2) weeks' of average weekly pay for the first full year of continuous service and one (1) week's average weekly pay for each full year of continuous service, up to a maximum of twenty-eight (28) weeks.

29.02 Continuous service means the duration of uninterrupted NPF/CANEX employment within the bargaining unit,

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

29.04 Notice or pay entitlement in lieu of notice:

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

29.05 A full-time employee who is reduced to part-time status in accordance with Article 13.07 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.

29.06

a. Full-time and part-time employees who have ten (10) or more years of full-time and/or part-time service with NPF whose employment ends because of medical incapacity or death shall receive severance pay equivalent to half (0.5) a week's average weekly pay for each completed year of continuous service to a maximum of fifteen (15) weeks' pay.

b. 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.

c. In the case of death, the severance allowance shall be payable to the employee's estate.

## **ARTICLE 30 - MEETINGS**

30.01 Employees who attend meetings called by management shall be compensated as follows:

Employees who attend meetings outside their regularly scheduled hours will be paid only for time spent in the meeting at their regular rate of pay.

## **ARTICLE 31 - GENERAL**

31.01 Gender

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

31.02 Official Texts

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


## **ARTICLE 32 - DURATION OF AGREEMENT**


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

32.02 This Agreement shall expire on 30 June 2019.

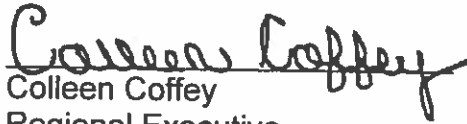
SIGNED at Ottawa, Ontario, this 18th day of January.

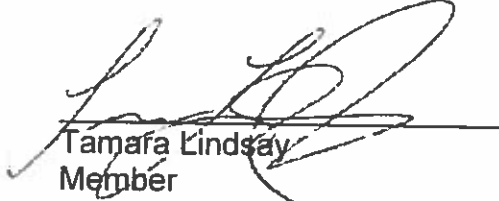
**STAFF OF THE NON-PUBLIC FUNDS  
CANADIAN FORCES  
5 WING GOOSE BAY**

  
Sean N. Cantelon  
Commodore  
Chief Executive Officer  
Staff of the Non-Public Funds,  
Canadian Forces


  
François Poirinieri  
Senior Labour Relations Officer  
Chief Negotiator

**THE PUBLIC SERVICE  
ALLIANCE OF CANADA**

  
Colleen Coffey  
Regional Executive  
Vice-President Atlantic

  
Tamara Lindsay  
Member  
Union Negotiating Committee

  
Daniel Verreault  
Member  
Union Negotiating Committee

  
Sean Glavine, PSAC  
Chief Negotiator

Employees shall be entitled to the following Northern Environmental Allowance.

**Effective 1 July 2016**

(i)	married employees and employees with dependents residing with the employee	- <b>\$2,448.59</b> per year, full-time - <b>\$1,224.16</b> per year, part-time
(ii)	Single	- <b>\$1,629.65</b> per year, full-time - <b>\$814.69</b> per year, part-time

For the purposes of entitlement to Northern Environmental Allowance, the following employees are deemed to be single:

- a. employees who are entitled to a comparable benefit by virtue of being employed in the Canadian Armed Forces or Public Service of Canada; or
- b. employees whose spouse or employees who are dependant are entitled to a comparable benefit by virtue of such spouse or employees who are dependent being employed in the Canadian Armed Forces or Public Service of Canada.

Northern Environmental Allowance shall be paid on a bi-weekly basis.

On successful completion of probation, the above allowances shall be paid retroactive to the first (1st) day of continuous employment.

**A one-time increase of 2% to the Northern Allowance during the life of the new CBA to be paid effective July 1st 2016.**

## **ANNEX B: 5 WING GOOSE BAY PAY AND DURATION**

- A. Subject to ratification by the Union and the Employer, effective 1 July 2016 the attached pay grid will be put into effect. Employees actively on strength as of the date of ratification (including those on layoff or on an authorized leave of absence) will be placed on the new pay grid based on their length of service within their pay band (i.e. employees currently at the 12 month rate will be placed at the 12 month rate) and their anniversary date for future incremental increases will remain the same as it was prior to the implementation of the new grid.
- B. Effective 1 July 2017 and subject to the above ratification, the attached pay grid shall be put into effect.
- C. Effective 1 July 2018 and subject to ratification, the attached pay grid will be put into effect.
- D. Effective 30 June 2019 and subject to ratification, the attached pay grid will be put into effect.
- E. Unless otherwise expressly stipulated, the provisions of this Collective Agreement shall become effective on the date it is ratified by the Union and the Employer.
- F. The Agreement will expire on 30 June 2019
- G. 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.  
  
c) For example, if a wage in the grid is scheduled to receive a negotiated increase of \$0.10 on 01 March 2018 and the federal or provincial minimum wage receives an increase of \$0.20 on 01 May 2018, that wage in the grid shall receive an increase of \$0.10 on 01 May 2018.

**CFB GOOSE BAY  
PSAC**

<b>1-Jul-15</b>	<b>START</b>	<b>12 MOS</b>	<b>24 MOS</b>	<b>36 MOS</b>
1	\$11.12	\$11.34	\$11.65	\$12.27
2	\$11.32	\$11.52	\$11.77	\$12.41
3	\$11.49	\$11.70	\$11.94	\$12.62
4	\$11.56	\$11.90	\$13.17	\$14.55
5	\$11.89	\$13.59	\$14.96	\$16.41
6	\$13.50	\$17.50	\$19.24	\$20.90

<b>1-Jul-16</b>	<b>START</b>	<b>12 MOS</b>	<b>24 MOS</b>	<b>36 MOS</b>
1	\$11.29	\$11.51	\$11.82	\$12.52
2	\$11.49	\$11.69	\$11.95	\$12.66
3	\$11.66	\$11.88	\$12.12	\$12.87
4	\$11.73	\$12.08	\$13.37	\$14.84
5	\$12.07	\$13.79	\$15.18	\$16.74
6	\$13.70	\$17.76	\$19.53	\$21.32

<b>1-Jul-17</b>	<b>START</b>	<b>12 MOS</b>	<b>24 MOS</b>	<b>36 MOS</b>
1	\$11.46	\$11.68	\$12.00	\$12.70
2	\$11.66	\$11.87	\$12.13	\$12.85
3	\$11.84	\$12.05	\$12.30	\$13.07
4	\$11.91	\$12.26	\$13.57	\$15.06
5	\$12.25	\$14.00	\$15.41	\$16.99
6	\$13.91	\$18.03	\$19.82	\$21.64

<b>1-Jul-18</b>	<b>START</b>	<b>12 MOS</b>	<b>24 MOS</b>	<b>36 MOS</b>
1	\$11.63	\$11.86	\$12.18	\$12.89
2	\$11.84	\$12.05	\$12.31	\$13.04
3	\$12.01	\$12.23	\$12.49	\$13.26
4	\$12.09	\$12.44	\$13.77	\$15.29
5	\$12.43	\$14.21	\$15.64	\$17.24
6	\$14.12	\$18.30	\$20.12	\$21.96

<b>30-Jun-19</b>	<b>START</b>	<b>12 MOS</b>	<b>24 MOS</b>	<b>36 MOS</b>	<b>48 MOS</b>
1	\$11.63	\$11.86	\$12.18	\$12.89	\$13.28
2	\$11.84	\$12.05	\$12.31	\$13.04	\$13.43
3	\$12.01	\$12.23	\$12.49	\$13.26	\$13.66
4	\$12.09	\$12.44	\$13.77	\$15.29	\$15.75
5	\$12.43	\$14.21	\$15.64	\$17.24	\$17.76
6	\$14.12	\$18.30	\$20.12	\$21.96	\$22.62

**LETTERS OF UNDERSTANDING**

## **NORTHERN ALLOWANCE**

During negotiations for the renewal Collective Agreement, the parties agreed to sign a separate Letter of Understanding, not to form part of the Collective Agreement, with the following language:

The Employer is currently drafting an amendment to its Northern Allowance policy for eligible non-unionized NPF employees. In the event the Employer approves this amendment and implements a revised version of this policy during the life of the current agreement, if its provisions exceed the Northern Allowance provisions outlined in this agreement, the eligible NPF unionized employees covered by this agreement will be entitled to the provisions of the Northern Allowance policy for non-unionized NPF employees.

## **SUPPLEMENTAL UNIFORM ENTITLEMENT**

During negotiations for their renewal Collective Agreement, the Parties agreed to enter into a Letter of Understanding, not to form part of the Collective Agreement, with the following language:

"The Employer agrees that the two (2) incumbents in the position of Cleaner at the Retail Store and Grocery Store shall receive, on an annual basis during the Term of this Agreement, two (2) shirts and two (2) pairs of trousers from the Employer."

## **ADDITIONAL HOURS OF WORK**

During negotiations for their renewal Collective Agreement, the Parties agreed to enter into a Letter of Understanding, deemed to be part of the Collective Agreement, with the following language:

"When the normal operations of the outlet result in additional work becoming available, such additional work opportunities shall first be offered to part-time bargaining unit employees before being offered to full-time employees as overtime opportunities, provided the part-time bargaining unit employee has the skill and ability to perform the work, in order that the employee may endeavour to maximize their hours of work."

"Employees in the bargaining unit who request additional hours shall be offered any available additional hours within their job titles, in their outlet based on their seniority, and provided the additional hours do not result in overtime and do not conflict with existing schedules and the existing hours do not result in the change of status of an employee."

The underlying purpose of this is to reduce the employment of casual employees

and to regulate the assignment of the hours so displaced to bargaining unit employees. An additional purpose is to regulate the assignment of hours due to planned absences of employees (i.e. vacation, leave without pay, maternity leave, sickness, injury and long-term disability).

The term "available additional hours" means hours currently scheduled to be worked on a regular and recurring basis by casual employees, or hours, which become available due to scheduled absences of bargaining unit employees.

## **OUTLET CLOSURES**

During negotiations for their renewal Collective Agreement, the Parties agreed to enter into a Letter of Understanding, not to form part of the Collective Agreement, with the following language:

In the event that either the CANEX SuperMart or the CANEX ExpressMart should cease operations i.e. (close) during the life of the current Collective Agreement the Employer agrees that for the purposes of lay-off and re-call from lay-off only, the outlets seniority list shall be combined so as to protect the more senior employees.

## **NEW COLLECTIVE AGREEMENT**

During negotiations for their renewal Collective Agreement, the Employer agreed to sign a separate Letter of Intention, not to form part of the Collective Agreement, with the following language:

The Employer and the Union agree that the newly negotiated Collective Agreement between the above mentioned parties will be printed and distributed within three (3) months of the ratification date. These terms are conditional upon both parties proofing and concurring with the content of the aforementioned tentative agreement.

## **HARASSMENT AND WHISTLE-BLOWING**

The parties recognize that the Employer has a policy and guidelines regarding the prevention of harassment that allows its employees the substantive right to grieve or file a complaint for issues involving harassment, including abuse of authority, (such as retribution for reporting abuses of office or "whistle-blowing"), as defined in the policy.

For information purposes, the policy currently defines "harassment" as "any unwelcome and improper conduct by an individual that is directed at and offensive to another person or persons in the workplace and which the individual knew or ought reasonably to have known would cause offence or harm. It comprises any objectionable act, comment or display that demeans, belittles or

causes personal humiliation or embarrassment, or any act of intimidation or threat. It includes harassment within the meaning of the Canadian Human Rights Act.”

The parties recognize that this Memorandum does not create any substantive rights outside of those created in the policy and that the terms of the Employer’s harassment policy and guidelines, dated 12 May 2006, as agreed to by UNDE, do not form part of this Agreement. The Employer confirms its intention to maintain a harassment policy and continue to consult with UNDE regarding any future potential amendments to the policy. A copy of the revised policy will be provided to PSAC and UNDE.

This Memorandum forms part of the Agreement.

### **CONTRACTING OUT**

The Employer, the Staff of the Non-Public Funds, Canadian Forces, 5 Wing Goose Bay, has no plans contemplating the closure of NPF outlets at 5 Wing Goose Bay 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 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, and subject to operational constraints, at least ninety (90) days prior to such elimination. This Agreement does not cancel any provision of Article 5 of the Collective Agreement.

### **BARGAINING UNIT WORK**

The parties acknowledge that 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 PSAC-UNDE Local President, or designate, shall be informed of all the details, including who is to perform, or has performed the work.

### **WORK STOPPAGES**

a. Employees at work:

If the weather conditions are questionable enough for the Wing authorities to decide to close the Wing, the person in charge of the outlet may send one or more of his/her NPF employee’s home if the outlet’s operations are slowed or stopped.

In such circumstances:



- (1) an employee who is at work and is sent home shall be compensated for the number of hours that the employee would normally have worked; or
- (2) an employee who is at work and must remain at work shall be compensated for the number of hours worked in accordance with the normal schedule, plus two hours at the regular rate of pay.

b. Employees not at work:

- (1) An employee who is scheduled to work but not in the workplace and who does not need to come to work shall, where possible, be informed that the outlet has been closed or the activities reduced and that the employee's presence at work is not required. In such circumstances, the employee will not be paid.
- (2) If, for uncontrollable circumstances, the employee who is scheduled to work has not been notified that the Wing is closed/that his/her outlet is not operating and that his presence at work is not required, and the employee reports to work, the Employer shall send the employee back home and pay the employee the equivalent of three hours of work at the regular rate of pay.

## **SICK LEAVE**

The Employer, the Staff of the Non-Public Funds, Canadian Forces, has a policy concerning sick leave for non-unionized full-time employees; this policy is set out in section 6 of the Non-Public Funds Human Resources Policy and Procedures Manual. Should the provisions of that policy be better than the provisions of clause 16.01, during the term of this Agreement the full-time employees within the Bargaining Unit who have completed their probationary period shall be entitled to the sick leave provisions of section 6 of the NPF Human Resources Policy and Procedures Manual.

### **Recognition of Prior Service in the Canadian Forces in the Calculation of Vacation Entitlement**

Effective 1 April 2013 and subject to the provisions of this letter of understanding, any employee within the bargaining unit who has qualifying prior service in the Canadian Forces will have this service included in the calculation of his/her vacation entitlement outlined in his/her collective agreement.

1. For the purposes of this letter of understanding, qualifying prior Canadian

Forces service shall be any period of former Canadian Forces service as either a member of the Regular Force or Reserve Force Class B or C that is at least 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.

2. In order to be eligible for the inclusion of qualifying prior Canadian Forces service credit in the calculation of his/her vacation entitlement, the employee must provide his/her local HR Office with an acceptable record of his/her qualifying prior Canadian Forces service. Acceptable records include confirmation of :
  - a. Service as a contributor under the *Canadian Forces Superannuation Act*;
  - b. Service that has been elected as pensionable service under subparagraph 6.(1)(b)(iii)(C) of the *Public Service Superannuation Act*; or
  - c. 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.
3. For the purpose of including any qualifying prior Canadian Forces service in the calculation of the employee's vacation entitlement:
4.
  - a. Any employee who provides the acceptable record of his/her qualifying prior Canadian Forces service to the Employer prior to 1 January 2014 will have any qualifying prior Canadian Forces service count retroactively from either, 1 April 2013 or the employee's start date as a full-time/part-time employee, whichever occurs later.
  - b. Any employee who provides the acceptable record of his/her qualifying prior Canadian Forces service to the Employer on or after 1 January 2014 will have any qualifying prior Canadian Forces service count from either, the first day of the vacation year in which the acceptable record was provided or his/her start date as a full-time/part-time employee, whichever occurs later.

This Letter of Understanding shall not form part of the Collective Agreement which expires on 30 Jun 2016.

## **DOMESTIC VIOLENCE**

*As per its obligations under the CLC 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.*

*This LOU shall not form part of the Collective Agreement.*

## **MENTAL WELLNESS**

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

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