COLLECTIVE AGREEMENT

BETWEEN

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

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

GROUP: ADMINISTRATIVE SUPPORT CATEGORY

CFB TRENTON

(ALL EMPLOYEES)

8 WING CFB TRENTON

EXPIRY DATE: 30 NOVEMBER, 2013
# INDEX

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - PURPOSE OF AGREEMENT</td>
<td>1</td>
</tr>
<tr>
<td>2 - RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>3 - INTERPRETATION &amp; DEFINITIONS</td>
<td>1</td>
</tr>
<tr>
<td>4 - STATE SECURITY</td>
<td>1</td>
</tr>
<tr>
<td>5 - MANAGERIAL RIGHTS</td>
<td>2</td>
</tr>
<tr>
<td>6 - FUTURE LEGISLATION &amp; THE COLLECTIVE AGREEMENT</td>
<td>2</td>
</tr>
<tr>
<td>7 - CHECK-OFF</td>
<td>2</td>
</tr>
<tr>
<td>8 - APPOINTMENT OF REPRESENTATIVES</td>
<td>3</td>
</tr>
<tr>
<td>9 - LEAVE FOR REPRESENTATIVES &amp; ACCESS TO PREMISES</td>
<td>3</td>
</tr>
<tr>
<td>10 - HEALTH AND SAFETY</td>
<td>4</td>
</tr>
<tr>
<td>11 - HOURS OF WORK</td>
<td>4</td>
</tr>
<tr>
<td>12 - OVERTIME</td>
<td>6</td>
</tr>
<tr>
<td>13 - SENIORITY</td>
<td>7</td>
</tr>
<tr>
<td>14 - DESIGNATED HOLIDAYS</td>
<td>8</td>
</tr>
<tr>
<td>15 - VACATION LEAVE</td>
<td>10</td>
</tr>
<tr>
<td>16 - LEAVE GENERAL</td>
<td>11</td>
</tr>
<tr>
<td>17 - GRIEVANCE PROCEDURES</td>
<td>19</td>
</tr>
<tr>
<td>18 - HARRASSMENT, VIOLENCE AND DISCRIMINATION IN THE WORKPLACE</td>
<td>22</td>
</tr>
<tr>
<td>19 - PAY</td>
<td>23</td>
</tr>
<tr>
<td>20 - CONSULTATION</td>
<td>24</td>
</tr>
<tr>
<td>21 - DISMISSAL AND SUSPENSION</td>
<td>25</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>PAY NOTES</td>
</tr>
<tr>
<td>---------</td>
<td>-----------</td>
</tr>
<tr>
<td>22 - REST PERIODS</td>
<td>31</td>
</tr>
<tr>
<td>23 - BULLETIN BOARDS</td>
<td>26</td>
</tr>
<tr>
<td>24 - INFORMATION TO EMPLOYEES AND BARGAINING AGENT</td>
<td>26</td>
</tr>
<tr>
<td>25 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES</td>
<td>27</td>
</tr>
<tr>
<td>26 - PART-TIME EMPLOYEES</td>
<td>28</td>
</tr>
<tr>
<td>27 - SHORTAGES</td>
<td>29</td>
</tr>
<tr>
<td>28 - GENERAL</td>
<td>29</td>
</tr>
<tr>
<td>29 - UNIFORMS</td>
<td>30</td>
</tr>
<tr>
<td>30 - SEVERANCE PAY</td>
<td>30</td>
</tr>
<tr>
<td>31 - DURATION OF AGREEMENT</td>
<td>31</td>
</tr>
</tbody>
</table>
ARTICLE 1: PURPOSE OF AGREEMENT

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

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

ARTICLE 2: RECOGNITION

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

ARTICLE 3: INTERPRETATION AND DEFINITIONS

3.01 For the purpose of this Agreement:

a. Full-time Employee means an employee who has completed his/her probationary period and is employed on a continuing basis for twenty-seven (27) or more hours per week.

b. Part-time Employee means an employee who has completed his/her probationary period and who may be employed on a continuing basis but works less than twenty-seven (27) hours per week and more than thirteen and one-third (13 1/3) hours per week.

c. Probationary Employee means a new employee who is carrying out the tasks of a full-time or part-time, or temporary employee but has not been granted full-time or part-time status. The probationary period shall not normally exceed:

(1) Supervisory - Four (4) months, and

(2) non-supervisory – Three (3) months.

d. Temporary employee means an employee who has completed his/her probationary period and who is carrying out the tasks of a full-time or part-time employee but has only been engaged on a temporary basis for a fixed term of three (3) months or more.

ARTICLE 4: STATE SECURITY

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

ARTICLE 5: MANAGERIAL RIGHTS

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

a. to plan, direct and control operations; to determine methods, processes, equipment and other operating matters; to determine the location of facilities and the extent to which these facilities or parts thereof shall operate; and

b. to direct the working forces including the right to decide on the number of employees, to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline employees including suspension and discharge for just cause;

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

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

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

ARTICLE 6: FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

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

ARTICLE 7: CHECK-OFF

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

7.02 Where an employee does not have sufficient earnings in respect of any month to permit deductions, the Employer shall not be obligated to make such deductions from subsequent salary.
7.03 For the purpose of applying clause 7.01, deductions from pay for each employee in respect of each month will start with the first full calendar month of employment to the extent that earnings are available.

7.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

7.05 The Employer agrees to remit dues together with a list of employees from whom deductions have been made to the Union at its mailing address by the fifteenth (15th) day following the end of each calendar month.

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

ARTICLE 8: APPOINTMENT OF REPRESENTATIVES

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

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

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

ARTICLE 9: LEAVE FOR REPRESENTATIVES AND ACCESS TO PREMISES

9.01 A representative shall obtain the permission of their manager through their immediate supervisor where applicable before leaving work to investigate complaints that lie within the jurisdiction agreed to at Article 8 to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. The representative shall report back to their manager or their immediate supervisor where applicable before resuming their normal duties.

9.02 A representative will not receive pay for time spent performing the tasks outlined in Article 9.01 during his/her regular scheduled time off.

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

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

9.05 Following the consent of the Base Commander or his/her delegate, meetings of an urgent nature could be held during the hours of work on the Employer's premises.

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

9.07 Subject to operational requirements the Employer will grant leave without pay to employees to attend Union related conferences and conventions or for other purposes related to union duties. The Employer shall act in a reasonable manner in the application of this article. The amount of leave without pay shall be taken in accordance with article 16.13.

**ARTICLE 10: HEALTH AND SAFETY**

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

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

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

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

**ARTICLE 11: HOURS OF WORK**

11.01 The normal hours of work shall not exceed eight (8) hours in a day and forty (40) hours in a week, Monday to Friday, except that

a. the normal hours of work for the employees of the NPF accounts section shall not exceed seven and one-half (7½) hours in a day and thirty-seven and one-half (37½) hours in a week, Monday to Friday.

b. the normal hours of work for the employees working at Wing Accommodations shall not exceed eight (8) hours in a day and forty (40) hours in a week, Monday to Sunday.
c. Senior part-time employees shall not be scheduled to work less hours than junior part-time employees in the same job title in the same outlet, provided they are able, willing and available to perform the work required. For the purposes of this article, full-time employees have preference over part-time employees.

11.02 Except for call back, nothing in this Agreement shall be construed as guaranteeing an employee minimum or maximum hours of work.

11.03 The Employer will advise the local representative(s) of any change in hours of work which the Employer proposes to institute, where such changes will affect the employees governed by this collective agreement. In all cases the Employer will, where practical, accommodate such employee representations as may have been conveyed by the representatives.

11.04 An employee called back to work shall receive a minimum of three (3) hours pay at his/her regular rate or a minimum of three (3) hours of work.

11.05 If, due to operational requirements the Employer reduces an employee's hours of work, additional employees may not be hired in that job title until that employee has been offered the increased hours of work, provided the additional hours of work do not result in overtime.

11.06 Work stoppages caused by a major storm or any unforeseeable occurrence will be compensated as follows:
   a. The employee advised by the Employer not to report to work will be paid for the scheduled work day at the regular rate of pay;
   b. The employee who is at work and is sent home by the Employer will be paid for the balance of the scheduled work day at the regular rate of pay.

11.07 For employees working at Wing Accommodations, a work schedule shall be posted in the outlet every second Thursday morning showing the scheduled working hours for each employee for the following two weeks. If a schedule is not posted by Thursday noon, the schedule from the previous two weeks will apply. No changes will be made to the schedule after it is posted, for either the benefit of the employer or the benefit of the employee, other than those due to circumstances beyond the control of the employer. All work schedules shall be posted for a two week period.

11.08 For the purpose of this article "additional hours" are defined as hours that are not usually included in the posted working schedule. The employer shall offer available additional hours to Employees of the bargaining unit who ask for additional hours in writing, provided the said hours are not paid out as overtime, do not result in a change in the employee’s status, and do not conflict with the existing schedule. The Employer shall, to the extent possible, respect the principle of seniority when allocating additional hours.
11.09 There shall be a forty eight hour minimum break upon completion of midnight shifts at the end of each rotation. It is recognized that with mutual agreement this minimum may be waved.

11.10 Once in every three (3) week period, employees shall be scheduled two (2) consecutive days off, which shall be either a combination of Friday - Saturday, Saturday - Sunday or Sunday - Monday. This is a minimum standard and not a maximum. This requirement may be waived by mutual consent.

**ARTICLE 12: OVERTIME**

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

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

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

d. Double time for all time worked on the second and subsequent days of rest.

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

**Meal Allowance**

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

a. Immediately before the employee's scheduled hours of work; or

b. Immediately following the employee's scheduled hours of work; and who has not been notified of this requirement prior to the completion of their previous shift, shall be reimbursed for one (1) meal in the amount of ten dollars and fifty cents ($10.50) except where free meals are provided. Reasonable time, to be determined by the employer shall be allowed the employee in order that the employee may take an unpaid meal break either at or adjacent to the employee's place of work.
ARTICLE 13: SENIORITY

13.01 Seniority will be calculated from the first date of continuous employment in the Bargaining Unit.

13.02 The Employer shall provide the Union with a list of all employees showing their seniority date. The Employer will provide the list to the Union whenever requested in writing by the Union.

13.03 (a) Vacancies within the Bargaining Unit created by the departure of an employee, or creation of a new position, will be filled by means of a competition open only to employees in the Bargaining Unit. The successful applicant will be selected by the Employer on the basis of qualifications, ability, experience, potential and personal suitability. If two (2) or more applicants are judged suitable for the job and are rated equal the position will be awarded to the applicant with the most seniority in the Bargaining Unit. If there is no successful applicant the Employer can fill the position from outside the Bargaining Unit.

(b) A bargaining unit employee awarded a new position in accordance with Article 13.03 (a), shall be placed on an initial three (3) month assessment period. If during the assessment period, the Employer determines that the employee cannot satisfactorily perform the job, or if during the first forty-five (45) days of the assessment period the employee decides that they do not wish to remain in the position, the employee will be returned to their former position or a similar position and former wage rate without loss of seniority.

(c) During the above three (3) month period, the Employer will be entitled to staff the employee’s former position with a temporary employee. In the event that the original employee returns to their former position, the temporary employee may be released by the Employer without notice, severance, or further obligation.

13.04 Where a position is reclassified to a higher level, the incumbent of that position shall automatically be classified to this level, effective the date of reclassification.

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

a. voluntarily leaves their employment with the Employer;

b. is discharged for just cause;

c. in the case of a Temporary Employee, at the expiry of their employment term - unless that employee is re-hired within a period of twelve (12) months, in which case their previously acquired seniority will be restored.

d. has been laid-off for a continuous period of nine (9) months;
c. has been laid-off and is recalled to work and fails to return to work or to give in writing valid reasons for their inability to do so within five (5) working days of the date they had been requested by the Employer, in writing, by registered mail, to return to work. In order to be eligible for recall from lay-off the employee must provide the Employer with their current mailing address and telephone number;

f. is absent from work for more than five (5) working days without securing leave in accordance with Article 15 and/or 16 or without producing evidence of a valid reason satisfactory to the Employer. It is understood and agreed that this Article does not permit or sanction absences of five (5) days or less without reasons satisfactory to the Employer.

13.06 When a full-time employee is laid-off due to lack of work and there is part-time work available in the Bargaining Unit, if the full-time employee so requests, he/she shall be given preference to work such part-time work if he/she is able and qualified to perform such work. He/she shall be paid at the hourly rate of pay of the job title of the part-time work. A full-time employee who accepts part-time work shall be given the first opportunity, consistent with his/her seniority, to re-convert to full-time status provided that he/she has the qualifications, experience, ability, and skill to do the job required. A full-time employee who works part-time hours in accordance with this article will retain seniority as a full-time employee for nine months. At the end of this period the full-time employee will be given the choice of accepting severance pay and termination of employment or conversion to part-time status with the maintenance of all seniority accrued as a full-time and part-time employee.

13.07 In matters of lay-offs, recall after lay-offs, and reduction of permanent employee to a part-time employee, the principle of length of service shall be recognized by the Employer, provided the senior employee has the qualifications, experience, ability, and skill to do the job required.

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

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

ARTICLE 14: DESIGNATED HOLIDAYS

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

   a. New Year's Day

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

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

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

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

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

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

14.04 Where a designated holiday falls on a day that is a non-working day for a full-time employee, the full-time employee is entitled to and shall be granted a day off with pay at a time convenient to him/her and his Employer and is within fifty (50) working days of the holiday.
14.05 If a full-time employee is not entitled to a paid designated holiday and he/she is required to work on a designated holiday he/she will be paid at one and one-half (1 1/2) times his/her regular rate.

**ARTICLE 15: VACATION LEAVE**

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

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

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

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

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

15.04 Subject to operational requirements the Employer shall make every reasonable effort to schedule an employee's vacation at a time acceptable to his/her based on seniority.
15.05 An employee shall give the Employer at least two (2) weeks notice in writing regarding the actual dates on which he/she desires to take a vacation if the period of the vacation request is in excess of five (5) days. Leave for shorter periods may be granted provided sufficient notice is given.

15.06 Vacation leave shall not be cumulative from year to year. It is realized that occasionally vacations cannot be taken during the vacation period because of illness, job requirements or other personal circumstances. In such cases vacations may be carried over the next vacation period with the written approval of the Employer. Applications for vacation carry-over shall be submitted in writing. Such approval shall not be unreasonably withheld.

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

15.08 Pay for vacation shall be given to the employee prior to the beginning of his/her vacation when requested in writing by the employee two (2) weeks prior to the start of his/her vacation.

15.09 An employee shall not be required to work on the weekend preceding and/or weekend following his/her vacation leave of five (5) or more days.

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

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

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

**ARTICLE 16: LEAVE GENERAL**

16.01 Sick Leave Plan

a. All full-time employees who have completed their probationary period are included in this plan.

b. The following conditions govern the entitlement to sick leave:
(1) The employee must contact his/her immediate supervisor as soon as possible on the first day of absence indicating the reason for the absence and the expected date of return;

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

(3) An employee on maternity leave in accordance with Article 16.03 will not be eligible for coverage under the sick leave plan.

(4) When an Employee informs the Employer that (s) he is unable to perform his or her duties due to illness, the Employer shall a find replacement

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

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

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

(3) An employee on maternity leave in accordance with Article 16.03 will not be eligible for coverage under the sick leave plan.

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

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

a. Less than five (5) years of continuous part-time service - one half (½) of the previous service, e.g. four (4) years part-time = two (2) years full-time; and

b. Five (5) or more years of continuous part-time service - all of the previous service, e.g. six (6) years part-time = six (6) years full-time.
16.03 Maternity, paternity and adoption leave

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

a) Employee who provides the Employer with a qualified doctor’s certificate attesting that she is pregnant is entitled up to seventeen (17) weeks of leave beginning at the earliest eleven (11) weeks before the presumed date of her delivery and ending at the latest seventeen (17) weeks after the date of delivery;

b) Without prejudice to paragraph B, an employee who is or may be effectively in charge of the care of a newborn is entitled to leave of up to thirty-five (35) weeks commencing at a time chosen by the employee:

(i) If the employee is female:

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

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

(ii) If the employee is male:

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

(b) the day of the child’s birth or the day he takes charge of the child’s care.

(c) Where the employee’s child is born with or contracts a condition that requires hospitalization within the period defined in (a) and (b) above and the employee returns to work during all or part of any periods during which the newborn is hospitalized, the employee may resume the leave to the extent provided in (a) and (b) above, subject to operational requirements.

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

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

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

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

(F) When the employee requests leave without pay awarded to employees for childcare, he or she must also inform the Employer of his or her choices with regard to the retirement plan and the group social benefits. If the employee chooses to participate in these benefits, the necessary arrangements shall be made for the employee to pay the required contributions.

(G) An employee leaving on maternity leave shall be granted a two-week allowance equal to the benefits the employee would receive from Employment Insurance Canada, and for the remaining fifteen (15) weeks of maternity leave shall be granted a top-up allowance equal to the difference between the benefits the employee would receive from Employment Insurance and ninety three (93%) percent of their gross pay as averaged over the previous two pay periods, in accordance with the following conditions:

(a) an employee who has completed six (6) months of continuous service and who provides the Employer with proof that she has submitted an application for benefits under the employment insurance plan under the provisions of section 22 of the Employment Insurance Act, as may be amended from time to time, and who is declared eligible for such benefits, shall receive benefits related to maternity leave under the Supplementary Employment Insurance Benefits plan;

(b) an employee who receives benefits for maternity leave must return to work for a period at least equal to the duration of the maternity leave. The return must occur immediately upon the termination of her maternity leave, unless the Employer has agreed to extend the leave, or unless the employee is entitled to leave under the present agreement; and

(c) if the employee does not return to work in accordance with the present section, she will have to reimburse the Employer the percentage of the allowance she received that is equal to (the duration of the maternity leave minus the time the employee returned to work) divided by the duration of the maternity leave) multiplied by one hundred percent)

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

16.05 Every employee is to give at least four (4) weeks notice in writing to the Employer of the intent to take leave for employees with child care responsibilities and of any change in length of leave intended to be taken.
16.06 An employee returning from child care responsibilities shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the same location, with not less than the same wages and benefits. If during the period of leave, the wage and benefits of the group to which the employee belongs are changed as a result of a reorganization, and/or a renewal of the collective agreement, the employee is entitled upon return from leave to receive the same pay and benefits that the employee would have received had he/she been working when the reorganization and/or renewal of the collective agreement took place. An employee on leave will be notified in writing if such a change occurred.

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

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

16.09 Leave For Family-Related Responsibilities

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

b. The employer shall grant leave with pay to full-time employees under the following circumstances:

(1) to take a dependant family member for medical or dental appointments, or for appointments with school authorities or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependant family members to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible.

(2) to provide for temporary care of a sick member of the employee’s immediate family.

(3) for needs directly related to the birth of an employee’s child. This leave may be divided two (2) periods and granted in separate dates;
(4) for needs directly relating to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate dates.

(5) to attend school functions if the supervisor was notified of the function as far in advance as possible.

(6) to provide for the employees child in the case of an unforeseeable closure of the school or daycare facility.

(7) 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.

c. The total leave with pay which may be granted under paragraph (b) shall not exceed five (5) working days in any calendar year.

16.10 Bereavement Leave

a. An employee will be given leave with pay for five (5) consecutive working days immediately following the death of a member of his/her immediate family and for one (1) day in the case of a distant relative. This time limit may be extended, and leave with pay may be granted in a manner different from above, at the discretion of the employer. In addition he/she may be granted up to two (2) days leave with pay for the purpose of necessary travel related to the death.

b. For the purposes of this Agreement, immediate family will comprise any one of the following: mother or father, step-parent, step child, ward, foster parent, brother or sister, father-in-law or mother-in-law, husband or wife, spouse (including common-law spouse resident with the employee), son or daughter (including son or daughter of common-law spouse), grandson or granddaughter and grandparents or relative permanently residing in the employee's household. Distant relative will be any of the following: brother-in-law or sister-in-law, son-in-law or daughter-in-law, and spouse's grandparents, aunt and uncle.

16.11 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/her position;

d. before the legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witness 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/her for witness fees and the amount he/she would have earned had he/she worked on the day he/she was required to appear as a witness. When an employee is summoned under the circumstances described above, he/she shall notify his/her Employer as soon as possible. Where practical, an employee is required to return to work for the remainder of the day or days when dismissed by counsel or the third party.

16.12 Jury Duty

In the event an employee is summoned for jury duty, the Employer agrees to make up the difference, if any, between the amount paid to his/her for jury services and the amount he/she could have earned had he/she been scheduled to work 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 regular scheduled day off. The employee must promptly notify the Employer that he/she has been summoned for jury duty.

16.13 Leave of Absence Without Pay

An employee may be granted a leave of absence without pay provided he/she receives permission in advance from the Employer in writing. Such leave of absence will not be unreasonably withheld. Except for leave of absence without pay of two (2) consecutive weeks or less an employee will not be eligible for any of the benefits provided for in this Agreement.

Benefits listed in Article 20.02 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/her former position or to a similar position at the then prevailing wage rate at the expiration of the leave of absence.

16.14 An employee is not entitled to leave with pay during periods he/she is on leave of absence without pay or under suspension.

16.15 Compassionate Care Leave

A full time and part time 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 his/her family who is gravely ill, with a significant risk of death within twenty-six (26) weeks. For the purposes of this provision, family member is defined as:

a. child or the child of a spouse or common-law partner;
b. wife or husband or common-law partner;

c. father or mother;

d. father’s wife or mother’s husband, if the father or mother has remarried;

e. common-law partner of father or mother, if there has been no re-marriage.

When requesting compassionate care leave without pay, the employee must provide a certificate of 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:

a. provide for psychological comfort or emotional support;

b. arrange for care by a third party care provider; or

c. directly provide or participate in the care.

With respect to employee returning to his/her position, leave taken under this clause shall count toward the length of service and the provision of group benefits and pension coverage as for absences on maternity leave.

Note: With respect to the Compassionate Care Leave, the employee may also be eligible to receive an employment Insurance (EI0 benefit for six (6) week period, commencing after a two (2) week waiting period.

16.16 Relocation Leave

Effective 01 December 2009, a full-time or part-time employee who is a spouse of a person who is being relocated/posted/transfered to another geographical location for work reasons may be granted relocation leave without pay for a period up to twelve (12) months, for the purpose of assisting him/her with his/her transition to another NPF position at their new location without a break in service, provided that he/she meets the following eligibility requirements:

a. the employee must submit a written request for relocation leave to his/her manager at least four (4) weeks in advance;

b. 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);
c. 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 if he/she is not successful in obtaining another NPF position during his/her leave;

d. the employee must ensure his/her previous location has his/her current contact information; and

e. the employee must provide proof of the spouse’s relocation/ posting/transfer.

ARTICLE 17: GRIEVANCE PROCEDURES

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

17.02 The grievance procedure provides an informal or oral complaint stage for employees. Managers are available for private consultations with an employee who wishes to discuss a complaint or grievance. Before a formal grievance is presented, the employee is encouraged to discuss it as an oral complaint with the manager concerned, either privately or if required, in the presence of a representative of the Union. In that case, the established timelines for presenting a formal grievance may be extended by mutual written agreement of the parties that specifies the new timeline. Only the PSP manager, a National Manager, their delegates or a Human Resources manager can authorize the extension of a timeline on behalf of the employer. If the employee is not satisfied with the result of such discussions, a formal grievance may then be presented.

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

17.04 Subject to and as provided in section 220 of the Public Service Labour Relations Act, as may be amended from time to time, an employee who feels that they have been treated unjustly or considers themselves aggrieved by any action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in Article 17.09 except that,

a. where there is another administrative procedure provided by or under any Act of Parliament, 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 this 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 An employee is not entitled to present a grievance relating to any action taken, direction or regulation given or made on behalf of the Government of Canada, respecting matters involving the safety or security of Canada.

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

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

17.08 At the request of an employee who has presented a grievance, a representative shall have the right to consult with the person designated to reply on management's behalf at any level in the grievance procedure.

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

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

b. at the second level of the grievance procedure where the grievance concerns employment competition within the Bargaining Unit and is submitted in accordance with Article 17.20; and

c. at the final level of the grievance procedure where the grievance relates to disciplinary action resulting in the discharge of the employee. All levels in the grievance procedure, except the final level, may be bypassed by the mutual written consent of the Employer, the employee and, where applicable, a representative.

17.10 A grievance shall be presented by an employee:

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

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

after the day on which the employee is notified orally or in writing, or where the employee is not so notified, after the day on which the employee became aware of the action or circumstances giving rise to the grievance.
17.11 When an employee is not willing to accept the response to a grievance submitted to the first or second level and wishes to submit the grievance to the next level, this must be done within ten (10) working days after the date on which the response was conveyed to the employee in writing by the Employer.

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

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

17.14 The time limits stipulated in the grievance procedure may be extended by a mutual written agreement between the Employer, the grievor and, where applicable, a representative.

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

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

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

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

17.19 When a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of his/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.

17.20 Grievances concerning employment competitions in the Bargaining Unit are restricted to the employees who participated in the competition in the Bargaining Unit and must be
submitted within five (5) days of being informed of the results of the competition in the Bargaining Unit. When a grievance has been filed in accordance with this Article there shall be no permanent appointment made until the grievance has been replied to at the final level or withdrawn.

Harassment and Discrimination Grievance

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

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

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

ARTICLE 18: HARASSMENT, VIOLENCE AND DISCRIMINATION IN THE WORKPLACE

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

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

c. In accordance with the Employer’s harassment policy and guidelines, at the request of a complainant or respondent to a harassment complaint and subject to the requirements of the Access to Information Act and Privacy Act, the Employer shall provide the complainant and/or respondent with an official copy of the harassment complaint investigation report.
d. The Employer and the Union agree that this Article does not create any substantive rights outside of those created in the Employer’s policy and that the terms of the Employer’s harassment policy and guidelines, 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 consult with UNDE regarding any amendments to the policy. A copy of the revised policy will be provided to PSAC and UNDE.

ARTICLE 19: PAY

19.01 An employee shall be paid for services rendered at the 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.

19.02 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.

19.03 An employee shall not have his/her rate of pay reduced by reason of a change in the classification of his/her position that is caused other than by the employee herself.

19.04 Acting Pay

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

b. When an employee is appointed in writing by the Employer to temporarily perform the duties of an employee outside the Bargaining Unit, he/she shall be paid at his/her regular rate of pay plus an additional twenty (20) percent for that period from the first (1st) day.

19.05 Creation of a New Job

When a new job with duties and rate 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 Annex A. Jobs shall be reviewed by the Job Evaluation Committee if the job changes significantly.

19.06 When an employee is appointed or reclassified to a higher rated position existing in the grid at Appendix “A” the employee shall be placed and paid at the step in the range of this position which provides for an increase in pay above the rate paid to the employee in their previous position, at least equal to the lowest paid increment in the new position or such higher rate in the range deemed appropriate by the employer. In no case shall the employee be paid higher than the maximum rate in this range for position.
ARTICLE 20: CONSULTATION

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

20.02 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

20.03 The Employer agrees that the benefits mentioned at 20.02 above will not be reduced as a result of the signing of this Agreement.

20.04 Labour/Management Relations Committee
   The parties recognize that a forum for ongoing discussions during the term of the Agreement can promote more harmonious labour relations between them.

20.05 A Labour-Management Relations Committee shall be appointed consisting of two (2) bargaining unit employee representatives and two (2) management representatives. A bargaining unit employee and a management representative shall be designated as co-chairmen for each meeting. The committee shall meet on request of either party and at least four (4) times per year. Minutes of the committee meetings shall be kept.

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

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

20.08 In relation to the adjustment of contractual relationships, the committee is empowered only to make recommendations to the Employer and to the Union.
20.09 By mutual agreement, a member of the Employer or a non-employee bargaining unit representative of the Union may be invited to attend a meeting of the committee.

20.10 Minutes of each meeting of the committee shall be prepared and signed by the co-chairman as promptly as possible after each meeting. A copy of the minutes will be posted on the bulletin board and a copy will be sent to the Union by the bargaining unit employee representatives.

**ARTICLE 21: DISMISSAL AND SUSPENSION**

21.01 **Failing to Report to Work**

An employee who fails to report for duty for five (5) consecutive working days without informing the Employer will be presumed to have abandoned his/her position. It is understood that this Article does not permit or sanction absences of five (5) days or less without reasons satisfactory to the Employer.

21.02 **Discipline and Discharge Application**

Before disciplinary action can be taken against an employee:

a. there must have been an incident or act calling for a reaction;

b. there must be proof of the employee's involvement in the incident or commission of the act; and

c. the employee must be aware of the grounds for the action taken against him/her and be given an opportunity to present his/her version of the facts (with union or other representation, if requested).

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

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

a. the reasons for the discipline or discharge;

b. the effective date of the discipline or discharge; and

c. what arrangements will be made regarding financial entitlements as a result of the discipline or discharge.

21.05 Discipline and discharge shall only be for just cause. A copy of the written notice of discipline and discharge shall be delivered to the local union president.
21.06 Notice of disciplinary action, other than disciplinary action taken to address one or more incidents of sexual harassment, which may have been placed on the personnel file of an employee shall be destroyed after eighteen (18) months have elapsed if there was no further disciplinary action recorded during the eighteen (18) months. A notice of disciplinary action taken to address one or more incidents of sexual harassment will stay in an employee’s file for thirty (30) months.

ARTICLE 22: REST PERIODS

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

b. For those operations where the hours of work 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 separate intervals during the longer half shift.

22.02 Meal periods shall be provided as follows:

a. An employee working six (6) consecutive hours or more is entitled to an uninterrupted meal period without pay of not less than thirty (30) minutes, and no more than sixty (60) minutes. The meal period shall be scheduled as close to the midpoint of the work period as possible.

b. If an employee is required to remain on duty during his/her meal period, the employee shall be paid for that meal period at the applicable rate of pay.

c. Subject to management approval, an employee working six (6) hours or more may elect not to take the meal period. Such a request shall not be unreasonably withheld.

ARTICLE 23: BULLETIN BOARDS

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

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

ARTICLE 24: INFORMATION TO EMPLOYEES AND BARGAINING AGENT

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

24.02 Information to Bargaining Agent

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

24.03 Information for Employees

a. the Employer agrees to supply each employee and all new employees with a copy of the Collective Agreement within one (1) month after its receipt.

b. on commencing employment, new employees shall be provided with a copy of the existing Collective Agreement by the Employer; and

c. 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 25: EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

25.01 (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to him/her at that time. An employee's signature on his/her assessment form will be considered to be an indication only that its contents have been read and shall not indicate his/her concurrence with the statements contained in the form.

(b) A supervisor who assesses an employee's performance must have observed or been aware of the employee's performance for at least three (3) months of the period for which the employee's performance is evaluated, or at least one-half (1/2) of the evaluation period if less than three months in duration.

25.02 The Employer agrees not to introduce as evidence in any hearing any document from the personnel file of an employee the content of which the employee was not aware.

25.03 Upon written request of an employee, the personnel file of that employee may be made available once per year for his/her examination in the presence of an authorized representative of the Employer.

25.04 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have
elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

**ARTICLE 26: PART-TIME EMPLOYEES**

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

a. Designated Holidays: Part-time employees shall be paid four percent (4.0%) of gross regular earnings as designated holiday pay every pay period. If a part-time employee works on a designated holiday, the employee will be paid at a rate of one and one half (1 ½) their rate of pay for the hours worked on that day.

b. Bereavement Leave - part-time employees shall be granted bereavement leave in accordance with Article 16.10

c. 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 16.11 he/she shall be paid in accordance with the provisions set forth in Article 16.11;

d. 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 16.12; and

e. Vacation Leave —

<table>
<thead>
<tr>
<th>Continuous Part-Time Employment</th>
<th>Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>In the 1st year of continuous part-time employment</td>
<td>4% of gross income</td>
</tr>
<tr>
<td>In the 2nd to 7th years of continuous part-time employment</td>
<td>6% of gross income</td>
</tr>
<tr>
<td>In the 8th to 15th years of continuous part-time employment</td>
<td>8% of gross income</td>
</tr>
<tr>
<td>In the 16th and 17th years of continuous part-time employment</td>
<td>9% of gross income</td>
</tr>
<tr>
<td>In the 18th to 26th years of continuous part-time employment</td>
<td>10% of gross income</td>
</tr>
<tr>
<td>In the 27th year of continuous part-time employment</td>
<td>11% of gross income</td>
</tr>
</tbody>
</table>
continuous part-time employment

In the 28th and subsequent years continuous part-time employment

Upon written request, a part-time employee may be granted time off without pay for vacation purposes based on the vacation entitlement outlined in Article 15.01. For purposes of vacation scheduling, and in cases where operational requirements dictate, it is understood that full-time employees will have preference over part-time employees.

f. Family Related Leave – if a part time employee is normally scheduled to work during a period for which they would be entitled to family related leave in accordance with Article 16.09 they shall be paid for such leave in the same proportion as their average hours of work relate to the number of hours in the normal work week as averaged over the preceding two pay periods.

ARTICLE 27: SHORTAGES

27.01 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.

27.02 A grievance arising out of the reimbursement of cash shortages pursuant to the 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.

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

ARTICLE 28: GENERAL

28.01 Gender

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

28.02 Official Texts

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

28.03 This agreement may be amended by mutual consent.
ARTICLE 29: UNIFORMS

29.01 Uniforms which the Employer requires shall be furnished to the employee by the Employer without charge. If the Employer determines that alterations are required, the Employer shall cover the cost for such alterations. Uniforms shall be replaced on an as needed basis subject to normal wear and tear as determined by the Employer.

ARTICLE 30: SEVERANCE PAY

30.01 Full-time, part-time and temporary 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. Temporary employees are not entitled to receive notice or severance pay when their employment ends due to the expiry of their fixed term(s) of employment. The employer acknowledges that non bargaining unit employees shall not perform bargaining unit work. Factors considered beyond employee control are:

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

30.02 Severance pay for employees 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).

30.03 Continuous service means the duration of uninterrupted NPF employment within the bargaining unit.

30.04 Average weekly pay means full-time and part-time employees’ pay calculated using the average of their best fifty-two (52) consecutive weeks pay over the last two (2) years of service with NPF.

30.05 Notice or pay entitlement in lieu of notice.

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

30.06 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 pay shall be payable to the employee’s estate.

ARTICLE 31: DURATION OF AGREEMENT

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

31.02 This Agreement shall expire on 30 November 2013.
Signed at Ottawa, Ontario this ___ day of ___ , 2012.

Public Service Alliance of Canada

Sharon DeSousa
Regional Executive Vice President

Michelle Lloyd
Member, Union Negotiating Team

Kerry Ayotte
Member, Union Negotiating Team

Daniel Verreault
Vice-President (NPF), UNDE
Member, Union Negotiating Team

Joan-Aud Gravesande
Regional Representative Ontario
PSAC
Negotiator

Staff of the Non-Public Funds, Canadian Forces

F.G. Bigelow
Brigadier-General
Chief Executive Officer,
Staff of the Non-Public Funds, Canadian Forces

Sonja Gonsalves
National Manager Labour Relations
Chief Negotiator

Karen Campagne
Member, Union Negotiating Team
MEMORANDUM OF SETTLEMENT
PAY AND DURATION
BETWEEN NPF AND PSAC, RE: CFB 8 WING TRENTON

A. Subject to ratification by the Union and the Employer, effective 1 December 2009, the attached pay grid will be put into effect. Employees actively on strength as of the date of ratification 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) effective that date 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 December 2010 and subject to the above ratification, the attached pay grid shall be put into effect.

C. Effective 1 December 2011 and subject to ratification, the attached pay grid will be put into effect. Employees who are at the 2 month rate on 1 December 2011 shall be placed at the start rate effective 1 December 2011 but their anniversary date for future incremental increases will remain the same as it was prior to the implementation of the new grid (i.e. the employee shall move to the 12 month rate ten months from the date they were placed at the 2 month rate). Employees who are at the 18 month rate on 1 December 2011 shall be placed at the 24 month rate effective 1 December 2011 and their anniversary date for future incremental increases shall now be 1 December 2011 (i.e. the employee shall move to the 36 month rate twelve months from the date they were placed at the 24 month rate). Employees who were at the 36 month rate for at least twelve months as of 1 December 2011 will move to the 48 month rate effective 1 December 2011.

D. Effective 1 December 2012 and subject to the above ratification, the attached pay grid shall be put into effect.

E. Any employee whose rate of pay is above the top step increment of the pay level for their job will not have their pay reduced but will retain their current rate of pay until the top step increment of the pay level for their job exceeds their rate of pay; at this point, the rate of pay for those employees will increase to the rate of pay in the pay level for their job that is closest to but not less than their current rate of pay.

F. The Agreement will expire on 30 November 2013.
## CFB TRENTON
### PSAC

<table>
<thead>
<tr>
<th>01-Dec-08</th>
<th>START</th>
<th>2 MOS</th>
<th>12 MOS</th>
<th>18 MOS</th>
<th>24 MOS</th>
<th>36 MOS</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>$10.75</td>
<td>$11.11</td>
<td>$11.57</td>
<td>$12.25</td>
<td>12.76</td>
<td>13.96</td>
</tr>
<tr>
<td>5</td>
<td>$12.93</td>
<td>$13.68</td>
<td>$14.02</td>
<td>$14.59</td>
<td>14.76</td>
<td>15.84</td>
</tr>
<tr>
<td>6</td>
<td>$15.01</td>
<td>$15.61</td>
<td>$16.12</td>
<td>$16.63</td>
<td>16.75</td>
<td>17.32</td>
</tr>
<tr>
<td>7</td>
<td>$15.96</td>
<td>$16.58</td>
<td>$17.09</td>
<td>$18.29</td>
<td>18.75</td>
<td>19.55</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>01-Dec-09</th>
<th>START</th>
<th>2 MOS</th>
<th>12 MOS</th>
<th>18 MOS</th>
<th>24 MOS</th>
<th>36 MOS</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>$11.02</td>
<td>$11.39</td>
<td>$11.86</td>
<td>$12.56</td>
<td>$13.08</td>
<td>$14.31</td>
</tr>
<tr>
<td>6</td>
<td>$15.39</td>
<td>$16.00</td>
<td>$16.52</td>
<td>$17.05</td>
<td>$17.17</td>
<td>$17.75</td>
</tr>
<tr>
<td>7</td>
<td>$16.36</td>
<td>$16.99</td>
<td>$17.52</td>
<td>$18.75</td>
<td>$19.22</td>
<td>$20.04</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>01-Dec-10</th>
<th>START</th>
<th>2 MOS</th>
<th>12 MOS</th>
<th>18 MOS</th>
<th>24 MOS</th>
<th>36 MOS</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>$11.18</td>
<td>$11.56</td>
<td>$12.10</td>
<td>$12.81</td>
<td>$13.34</td>
<td>$14.74</td>
</tr>
<tr>
<td>5</td>
<td>$13.45</td>
<td>$14.23</td>
<td>$14.66</td>
<td>$15.25</td>
<td>$15.43</td>
<td>$16.72</td>
</tr>
<tr>
<td>6</td>
<td>$15.62</td>
<td>$16.24</td>
<td>$16.85</td>
<td>$17.39</td>
<td>$17.51</td>
<td>$18.29</td>
</tr>
<tr>
<td>7</td>
<td>$16.61</td>
<td>$17.24</td>
<td>$17.87</td>
<td>$19.12</td>
<td>$19.60</td>
<td>$20.64</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>01-Dec-11</th>
<th>START</th>
<th>12 MOS</th>
<th>24 MOS</th>
<th>36 MOS</th>
<th>48 MOS</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>$11.73</td>
<td>$13.61</td>
<td>$15.18</td>
<td>$15.71</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>$14.44</td>
<td>$15.74</td>
<td>$17.22</td>
<td>$17.82</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>$16.48</td>
<td>$17.86</td>
<td>$18.83</td>
<td>$19.49</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>$17.50</td>
<td>$20.00</td>
<td>$21.26</td>
<td>$22.00</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>01-Dec-12</th>
<th>START</th>
<th>12 MOS</th>
<th>24 MOS</th>
<th>36 MOS</th>
<th>48 MOS</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>$11.96</td>
<td>$13.95</td>
<td>$15.60</td>
<td>$16.22</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>$14.73</td>
<td>$16.13</td>
<td>$17.69</td>
<td>$18.40</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>$16.81</td>
<td>$18.31</td>
<td>$19.35</td>
<td>$20.13</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>$17.85</td>
<td>$20.50</td>
<td>$21.84</td>
<td>$22.72</td>
<td></td>
</tr>
</tbody>
</table>
LETTER OF UNDERSTANDING # 1

Between

The Staff of the Non-Public Funds, CFB Trenton
And
Public Service Alliance of Canada

Notwithstanding the language of Article 16.03 G), employees who are on strength as of the date of ratification and who receive the maternity leave allowance will only be required to work for a period of twenty(20) working days following their maternity leave.

Furthermore, employees who receive the maternity leave allowance but are unable to return to work for the period of time outlined in Article 16.03 G) as a result of a posting to another location in Canada due to their spouse being transferred will not be indebted to NPF for the amount of the maternity leave allowance.

LETTER OF UNDERSTANDING # 2

Between

The Staff of the Non-Public Funds, CFB Trenton
And
Public Service Alliance of Canada

The Employer agrees that jobs and work or services presently performed or hereafter assigned to the bargaining unit shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to corporation, person, company, organization or non-unit employee in such a manner as to result in lay-off or reduction of work hours for bargaining unit members. If 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 union in order to discuss options for the affected employees. The meeting shall take place as soon as possible.