

AGREEMENT

BETWEEN

**HER MAJESTY IN RIGHT OF CANADA,
REPRESENTED BY THE STAFF OF THE NON-PUBLIC FUNDS,
CANADIAN FORCES
MONTREAL REGION
(including Farnham, St-Hubert,
the Montreal Garrison and the Saint-Jean Garrison)**

AND

**THE PUBLIC SERVICE ALLIANCE OF CANADA
FOR UNDE NON-PUBLIC FUNDS, LOCAL 10581**

**GROUP: OPERATIONAL CATEGORY
(ALL EMPLOYEES)**

EXPIRATION DATE: OCTOBER 31, 2022

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ARTICLE 1

PURPOSE OF AGREEMENT

1.01 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, which was certified by the Public Service Staff Relations Board as in the document revised on January 28, 1998, as the sole Bargaining Agent representing all employees in the Operational category who work in outlets making up the Montreal region. These outlets include the following: Farnham, St-Hubert, the Montreal Garrison and the Saint-Jean Garrison.

2.02 The Employer recognizes Local 10581 as the NPF Employees' Local at the Montreal CFB/Garrison, Saint-Jean Garrison, St-Hubert site and Farnham site.

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 normally employed on a continuing basis for thirty-two (32) or more hours per week;
- (b) "Probationary Employee" means a new employee who is carrying out the tasks of a full-time or part-time employee, but has not been granted full-time or part-time status. The probationary period shall not exceed:
 - (i) Four (4) months for personnel performing supervisory duties,
 - (ii) Three (3) months for personnel not performing supervisory duties, and

- (iii) If an employee does not completely fulfil the conditions of his/her probationary period, but shows potential for improvement, the Employer may, with the approval of the local union, extend this probationary period by three (3) months. In such cases, the employee must be informed in writing that his/her probationary period is being extended, and a copy of this notice must be forwarded to the representative of the local union, who will file it;
- (c) “Part-Time Employee” means an employee who has completed his/her probationary period and is employed on a continuing basis more than fifteen (15) hours per week and less than thirty-two (32) hours per week averaged over a thirteen (13) consecutive week period;
- (d) “Term Employee” means an employee who is carrying out the tasks of a full-time employee or part-time employee, but who is hired on a temporary basis for a fixed term of at least three (3) months. Term employees may be hired for the following purposes, as applicable:
 - (i) To fill an existing position for a period not exceeding eighteen (18) months to replace permanent employees who are on leave or absent from their position or for short-term assignments,
 - (ii) To fill a new temporary position for a period not exceeding twelve (12) months while performing non-recurring work.

A term employee will be hired in accordance with the provisions of Article 13.05. Unless otherwise specified, full-time term employees will be entitled to all the provisions of this Agreement as provided for full-time employees and part-time term employees will be entitled to all provisions of this Agreement as provided for part-time employees.

Notwithstanding the above definitions, an employee’s status remains unchanged when working in excess of the above hours for a period of less than thirteen (13) consecutive weeks or when required to fill a position as a replacement or on an acting basis, with the exception of the provisions of Article 13.11(c).

3.02

- (a) “Continuous service” means, for purposes of application of the benefits set forth in this agreement, the duration of an employee’s service calculated effective from the date he/she was hired by the Non-Public Funds and not interrupted for a period of more than three (3) months or during a period of more than twelve (12) months in the case of a layoff; and
- (b) However, paragraph (a) of the Article does not apply in the case of an employee whose employment has been terminated because of

abandonment of position or dismissal.

3.03 Average weekly pay means the pay of a full-time employee and a part-time employee calculated using their average pay over their last fifty-two (52) weeks of employment with NPF.

3.04 "Continuous employment" means uninterrupted NPF employment within the Bargaining Unit.

3.05 For the purpose of calculating paid leave as set out in Articles 14, 15 and 16:

- (a) Full-time Employee: one day is equivalent to 1/10th of the normal paid biweekly hours worked;
- (b) Part-time Employee: one day is equivalent to 1/20th of the normal paid hours worked during the two (2) pay periods immediately preceding the leave.

Notwithstanding the above, an employee who is on leave without pay for Union business will be recognized as being at work for calculation purposes.

ARTICLE 4

STATE SECURITY

4.01 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 Bargaining Agent recognizes and acknowledges that the Employer has and shall retain the exclusive right and responsibility to manage all aspects of its operations, 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 if required.

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 can be dismissed during the probationary period with 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.

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 legislation as soon as possible following the sanctioning thereof.

ARTICLE 7

CHECKOFF

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

Where an employee does not have sufficient earnings during a pay period to permit deductions as per this Article, the Employer shall not be obligated to make such deductions from subsequent earnings.

7.02 For the purpose of applying Article 7.01, monthly deductions shall start the first (1st) full calendar month following the date the employee was hired as a member of the Bargaining Unit to the extent that earnings are available.

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

7.04 The Bargaining Agent 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 to the Union, at its email address: dues-cotisations@psac-afpc.com no later than the fifteenth (15) day of each calendar month, the Union dues together with a list of those employees from whom it has withdrawn dues, except for circumstances beyond the Employer's control. A copy of the list will also be remitted to the local union.

7.06 The Employer agrees to provide the local union, on a monthly basis, with all names, classifications, work locations and hiring dates of all new unionized employees hired during the said period. Moreover, the Employer agrees to submit each month the list of employees appearing on the recall list.

7.07 In addition to the information detailed in article 7.06, the Employer shall also provide to the union, twice a year, a statement containing the following information for each member of the Bargaining Unit:

- (a) Employee number;
- (b) Full name (last, first and initials);
- (c) Address;
- (d) Personal email address if it is provided by the employee;
- (e) Telephone number;
- (f) Hiring date;
- (g) Seniority as of January 1st;
- (h) Rate of pay;
- (i) Classification; and
- (j) Employee status (full-time, part-time).

ARTICLE 8

APPOINTMENT OF STEWARDS

8.01 The Employer acknowledges the right of the Bargaining Agent to appoint employees as Stewards or as alternate Stewards. The Bargaining Agent recognizes that no employee who is subject to the National Defence Act "Code of Service Discipline" will be appointed to or hold any of the Union's offices.

8.02 The Local Union shall determine the jurisdiction of each Steward, taking into account the organization chart, the distribution of employees at the workplace and the administrative structure implied by the grievance procedure; and shall notify the Employer accordingly.

8.03 The Local Union shall notify the Employer promptly and in writing of the names of its Union Stewards, and specify the area of jurisdiction of each.

ARTICLE 9

LEAVE FOR STEWARDS AND ACCESS TO PREMISES

9.01 All Union Stewards or their substitute shall obtain the permission of the supervisor before leaving their work to investigate with fellow employees complaints within their jurisdiction as agreed in Article 8, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the Steward or his/her substitute shall report back to his/her authorized supervisor before resuming his/her normal duties.

9.02 A Union Steward or his/her substitute shall not be paid for the time he/she spends investigating complaints outside his/her regular working hours, unless he/she is specifically instructed to do so by his/her Employer.

9.03 The Employer agrees that accredited Stewards of the Bargaining Agent can enter its premises, after requesting and obtaining the consent of the Employer or his/her delegate. The accredited Stewards may communicate with the appropriate manager for such a request.

9.04 Local Union meetings shall normally be held outside the employees' hours of work and away from the Employer's premises. However, the Employer may permit the Bargaining Agent to use the Employer's premises outside of or during the employee's working hours to conduct its meetings, where refusal to grant permission would make it difficult for the Bargaining Agent to call a meeting. The Bargaining Agent shall ensure the orderly and proper conduct of its members who attend such meetings on the Employer's premises, and also agrees to be responsible for leaving facilities in good order after use.

9.05 With the consent of the Employer, urgent meetings can be held during working hours on the Employer's premises.

9.06 The Employer will provide a thirty (30) minute paid period, at an appropriate time depending on operations, to meet with the new employee. The new employee will be introduced to either the Union President or an executive member of the Union designated by the Union, who is authorized to have the employee sign his/her membership card and give him/her a copy of the Collective Agreement.

9.07 Subject to operational requirements, the Employer may grant leave of absence without pay to a reasonable number of designated employees to attend activities of the Alliance, Regional Councils, Provincial Federations of Labour, District Labour Councils, Canadian Labour Congress (CLC), and Conventions. However, a minimum of two (2) weeks' notice shall be required by the Employer. This period may be reduced by mutual agreement.

9.08 Contract Negotiation Sessions

The Employer shall grant leave without pay to three (3) employees designated to participate in all stages of the bargaining process between the parties,

including reasonable time required for Bargaining Committee caucuses. The Bargaining Committee is not limited to three (3) people.

9.09 Subject to operational requirements, the Employer may grant leave without pay to employees who are going on training. However, a minimum of two (2) weeks' notice shall be required by the Employer. This period may be reduced by mutual agreement.

Such training courses may be taken or given either through the Alliance, a Regional Council, a Provincial Federation of Labour, a District Labour Council or the CLC.

9.10 Union representatives on the Executive Committee shall be entitled to a collective total of twenty-five (25) hours of paid time off per fiscal year to attend union activities other than those described in this article. Union representatives will be required to record the number of hours used for this purpose on their schedules and keep a current record of the hours used.

ARTICLE 10

OCCUPATIONAL HEALTH AND SAFETY

10.01 The provisions in Part II of the Canada Labour Code apply to this Agreement and the parties agree to comply therewith.

10.02 The Employer agrees to take all reasonable steps to ensure that its employees work in a safe and healthy environment.

10.03 Pregnant and Nursing Employees

Cessation of Duties: In addition to the rights conferred by Section 128 of the Canada Labour Code, an employee who is pregnant or nursing may cease to perform her job if she believes that, by reason of her pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or that of the fetus or child. Once informed of the termination, and with the consent of the employee, the Employer shall inform the Workplace Health and Safety Committee or the representative.

Consultation with a medical practitioner: The employee must consult with a qualified medical practitioner, as defined in section 166 of the Canada Labour Code, of her choice as soon as possible to establish whether continuing any of her current job functions poses a risk to her health or to that of the foetus or child.

Reassignment: For the period during which the employee does not perform her job this article, the Employer may, in consultation with the employee, reassign her to another job that would not pose the risk confirmed by the medical practitioner.

Employee Status: The employee, whether or not she has been reassigned

to another job, is deemed to continue to hold the job that she held at the time she ceased to perform her job functions and shall continue to receive the wages and benefits that are attached to that job for the period during which she does not perform the job.

10.04 An NPF Health and Safety Committee will be established and at least half of the Committee members will be Employee representatives. The Committee's mandate must comply with the Canada Labour Code, Part II, and the Employer's Occupational Health and Safety Policy. Members of the Bargaining Unit who attend health and safety meetings shall be paid for all such time under the terms of the Collective Agreement.

10.05 Workplace Violence

The Parties agree that Part XX of the Canada Occupational Health and Safety Regulations, which deal with prevention of violence in the workplace, applies for the purposes of health and safety. It defines workplace violence as any action, conduct, threat or gesture of a person towards an employee in their workplace that can be reasonably expected to cause harm, injury or illness to that employee. When an employee has suffered violence in the workplace, the Employer will immediately investigate the situation in accordance with the steps outlined in the Canada Labour Code Part II, Part XX of the Canada Occupational Health and Safety Regulations and any other relevant jurisdictional policies and procedures. The Employer will keep appropriate Union Stewards informed of ongoing developments for each situation under investigation. All incidents shall be reported to the joint Occupational Health and Safety Committee meetings.

10.06 An employee who is unable to complete his/her regular workday as a result of a work-related accident reported to his/her supervisor, including relapse and aggravation, shall not lose regular pay for the day of the accident. If such incapacity manifests itself on a subsequent regular workday, the employee shall have the same right as long as he/she has reported the accident to his/her supervisor on the day of the accident.

10.07 Additionally, in accordance with Quebec's Act Respecting Industrial Accidents and Occupational Diseases and the terms and conditions therein, the employee shall receive, at the time when his/her salary would normally have been paid, the compensation provided for in the Act for each of the first fourteen (14) days following the accident, relapse or aggravation.

10.08 In the event of a strike or lockout by another employer, where entry to the workplace is blocked to such an extent as to create a danger (as defined in subsection 122(1) of the Canada Labour Code) to the employee, he/she shall immediately notify his/her manager. In such case, the employee shall proceed to a safe location near the entrance to the workplace or to another location predetermined by the Employer and await instructions from his/her manager. If the Employer is unable to remove the danger in order to allow the employee to access the workplace, the employee may refuse to work in accordance with Part II of the Canada Labour Code.

ARTICLE 11

HOURS OF WORK

11.01 Regular working hours must not exceed eight (8) hours a day and forty (40) hours a week. By way of information, for accounting purposes, a week consists of a period of seven (7) consecutive days starting at 00:01 a.m. on Monday morning and ending the following Sunday evening at midnight.

11.02 If an employee reports for work on his/her regular shift and there is no work available, he/she shall be paid a minimum of three (3) hours' pay at his/her regular rate.

11.03 The regular work schedule, showing the hours of work for the following week for each employee covered by the Collective Agreement, must be printed and posted on the appropriate bulletin board. It shall be put up on the board each week before 4:00 p.m. on Wednesday. No changes in schedule for the following week shall be made except where circumstances beyond the control of the Employer so require. If a revised schedule is not posted by Wednesday, the schedule for the previous week shall apply.

11.04 11.04 Provided sufficient advance written notice has been given and with the written approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer, and this cannot be refused without a valid reason.

11.05

- (a) Employees who work in continuous operations of seven (7) days a week shall have at least two (2) weekends off per month, i.e. a Friday and a Saturday, a Saturday and a Sunday or a Sunday and a Monday; and
- (b) Full-time employees who work in continuous operations of six (6) days a week shall have at least two (2) weekends off per month, i.e. a Friday and a Saturday, a Saturday and a Sunday or a Sunday and a Monday.

11.06 Subject to the Employer's approval, Article 11.05 shall be rendered void for the employee for a specific period of time should an employee make a request in writing to this effect. Following the approval of the request, the Employer will inform the Union.

11.07 When changes affecting the majority of employees in an outlet must be introduced, the Employer shall inform and consult with the Union Stewards regarding the proposed changes. Where practical, the Employer shall take the Union Stewards' comments into account and attempt to minimize any impact the new scheduling may have on the employees.

11.08 New schedules resulting from the application of Article 11.07 shall be posted fifteen (15) consecutive days before they take effect. If the Employer does not post the schedule fifteen (15) consecutive days in advance, the former schedule shall

apply.

11.09 Wash-up time of up to ten (10) minutes shall be granted immediately before the end of the working day in cases where the Employer deems this necessary because of the nature of the work.

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

11.11 Rest Periods

- (a) Each employee shall be granted a rest period of fifteen (15) minutes during each work period of at least three (3) hours. An employee cannot take this break during the hour that follows the beginning of a work period or precedes the end thereof;
- (b) An employee who is required to work a period of four (4) hours or more is entitled to an unpaid meal break of not less than thirty (30) minutes and not more than (60) minutes, at the employee's option, depending on schedule and operational requirements; and
- (c) Where shift duties or services are usually performed or provided by one person only, provisions regarding rest periods continue to apply as per past practice unless they are amended by mutual agreement. Employees who are unable to take a rest period shall be compensated in cash at the rate of pay of the applicable hours in addition to the pay he/she would have received in accordance with paragraph (a).

11.12 An employee recalled to work shall receive a minimum of four (4) hours' pay at his/her applicable rate of pay.

11.13

- (a) Notwithstanding the provisions of this Article, at the employee's request and with the approval of the Employer, a full-time employee may work his/her regular weekly working hours during a period other than the period indicated at Article 11.01, provided that, during the fourteen (14) calendar days, the employee's total number of hours is equivalent to the number of regular hours stipulated in Article 11.01 (e.g. the total number of regular hours worked during a fourteen (14) day period is equal to 75 or 80 hours). As part of the provisions of this Article, attendance reporting shall be agreed on by both the employee and the Employer;
- (b) At the employee's request and with the approval of the Employer, a part-time employee may work shifts of more than eight (8) hours a day at his/her regular rate of pay, provided that this practice is accepted by all part-time employees within the said outlet. As part of the provisions of this Article,

attendance reporting shall be agreed on by both the employee and the Employer. In every fourteen (14) calendar day period, the days that are not on the employee's regular work schedule shall be days of rest for the employee; and

- (c) Notwithstanding any provision to the contrary in this Agreement, the implementation of a different schedule shall not result in additional overtime or additional compensation solely due to the change in schedules, nor shall it be construed as withdrawing from the Employer the right to establish the working hours in this Agreement. An employee's status, as defined in Article 3 of this Agreement, is not affected by the application of this Article. Furthermore, under such circumstances, for purposes of calculating the entitlement to designated holidays as stipulated in Article 14 and to applicable paid leave (e.g. annual leave, sick leave, bereavement leave and family-related leave) as stipulated in Articles 15 and 16, the employee's daily working hours shall be deemed to be the average daily working hours over an appropriate fourteen (14) day period (e.g. 7.5 hours a day) as opposed to the number of hours the employee should have worked during the designated holiday or the day of leave.

11.14 The Employer shall offer available additional hours to employees of the Bargaining Unit who ask for additional hours, provided that 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 working schedule. The aforementioned hours are hours that are not usually included in the posted working schedule. The Employer shall, to the extent possible, respect the principle of seniority when allocating additional hours.

11.15

- (a) For the purposes of Article 11.01, the number of regular hours scheduled for employees having the most seniority shall not be less than that of employees with less seniority in identical positions within the same outlet, provided that the most senior employees are available and capable of working the required hours;
- (b) On a quarterly basis, employees may submit to the Employer, in writing, their preference for hours of work. Subject to the operational needs, the Employer will endeavour to accommodate employee preferences in scheduling; and
- (c) If an employee has a personal or family obligation during a particular week, he/she may request that his/her schedule for that week be modified, provided that he/she submit such a request as far in advance as possible and in any event, prior to the printing and posting of the regular work schedule for that week. In such circumstances and subject to operational requirements, the Employer will make its best efforts to accommodate such employee requests.

11.16 Base closure due to a storm or other unforeseen circumstances

Possible situations to be expected are as follows:

- (a) Employees at work: when the weather conditions are questionable enough for the Base authorities to order the closure of the Base, the person in charge of the outlet may send a portion of the NPF employees home if the outlet's operations are reduced or stopped. In such circumstances, the employee at work shall be compensated as follows:
 - (i) For the number of hours he/she would normally have worked, or
 - (ii) Where the employee must remain at work, for the number of hours worked in accordance with the normal schedule, plus two (2) hours at his/her regular rate of pay;
- (b) Employee not at work: an employee who is scheduled to work,
 - (i) But who is not in the workplace shall, where possible, be informed that the outlet has been closed or the operation is reduced and that his/her or her presence at work is not required. In these circumstances, the employee will not be paid, and
 - (ii) If, due to uncontrollable circumstances, the employee is not notified that the Base and the outlet are closed and the employee is reporting for work, the employee may be sent home with the equivalent of three (3) hours' pay at the regular rate of pay.

ARTICLE 12

OVERTIME

12.01 If an employee is required to work more than eight (8) hours a day or forty (40) hours a week, he/she shall be paid for all the overtime at a rate of one and a half (1 ½) times his/her regular rate of pay.

12.02 Overtime shall be paid in cash, unless the employee takes compensatory leave at his/her request and with the approval of the Employer. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate. Payment of such leave shall be at the employee's regular rate of pay in effect at the time the leave is taken. Compensatory leave that is unused at the end of a calendar year may be carried forward to the following year at the employee's request and with the Employer's approval.

12.03 The Employer shall grant compensatory leave at times convenient to both

the employee and the Employer. Such a request shall not be unreasonably denied.

12.04 The Employer shall allocate overtime hours on an equitable basis among the qualified employees of the outlet concerned. Overtime hours shall first be offered on a voluntary basis to the employees who have the most seniority and are available and qualified to perform the work. Under no circumstances shall the above procedure require the recall of an employee. If no employee volunteers to work overtime, an employee shall be selected to work the overtime, which becomes compulsory in such cases, based on reverse order of seniority.

12.05 When an employee is required to report for work and reports on a day of rest, he shall be paid the following, whichever is greater:

- (a) Pay calculated at the applicable overtime rate; or
- (b) Pay equivalent to three (3) hours of work calculated at the applicable overtime rate.

12.06 Except in cases of an emergency or a recall, or by mutual agreement with the employee, the Employer shall give no less than six (6) hours' advance notice of any requirement to work overtime.

12.07 Notwithstanding the provisions of Article 12.01, an employee who works seven (7) or more consecutive days shall be paid the following overtime rate starting on the seventh (7th) day:

- (a) For the first seven and a half (7 ½) hours, one and a half (1 ½) times his/her regular rate of pay; and
- (b) For all hours in excess of seven and a half (7 ½) hours, two (2) times his/her regular rate of pay.

12.08 Where an employee is required to work for more than the regular working hours agreed upon in Article 11.01, the employee shall be paid no less than one and a half (1 ½) times his/her regular rate of pay for each fifteen-minute (15) period worked, except as provided in paragraphs (a), (b) and (c):

- (a) double time for overtime worked in excess of eight (8) hours of overtime during a normal working day;
- (b) double time for overtime worked in excess of eight (8) hours of overtime during a day of rest; and
- (c) double time for overtime worked on the employee's second (2nd) day of rest.

12.09 Meal allowance

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

- (a) Immediately before his/her scheduled hours of work, or
- (b) Immediately following his/her scheduled hours of work,

And who has not been notified of this requirement prior to the completion of his/her previous shift shall be reimbursed for one (1) meal in the amount of twelve dollars and fifty cents (\$12.50), except if free meals are provided. The employee shall be given a reasonable unpaid amount of time, to be determined by management, in order to take a meal break at or adjacent to the employee's place of work. The allowance is increased by \$0.15 per Agreement year.

12.10 Premium Pay

An employee who works on Christmas Eve (December 24) and on New Year's Eve (December 31) will be paid one and a half (1 ½) times his/her regular rate of pay for the hours worked between 3 p.m. and 12 p.m.

In addition, hours worked on December 25th and January 1st shall be paid at double the employee's regular rate of pay.

12.11 Where an employee is paid for a designated paid holiday, the hours of that paid day shall be included in calculating hours worked for overtime purposes.

ARTICLE 13

SENIORITY

13.01 Definition

- (a)
 - (i) Employees' seniority shall be defined as the total length of time worked within the Bargaining Unit covered by this Article. Notwithstanding the above, if an employee is transferred from an NPF position on another Base to a position within the Bargaining Unit, the employee will retain his/her salary. If it is not in the Collective Agreement, he/she will be at the next higher level which is closest and the number of weeks of vacation will be recognized,
 - (ii) If several employees have the same seniority as contemplated in subparagraph (a)(i), a random draw shall be held, in the presence of a Union representative, to determine which of the employees concerned shall be considered most senior;

- (b) Probationary employees, as determined in paragraph 3.01(b), shall not be entitled to the rights related to seniority. Seniority shall be calculated from the first day of the probationary period, that is, the first day of continuous employment;
- (c) The Bargaining Unit is made up of the following sectors of operations, hereinafter referred to as “outlets”:
- O’Méga (recruits), Saint-Jean Garrison,
 - Club Alouette (junior ranks), Saint-Jean Garrison,
 - Le Patriote Mess (Officers, Warrant Officers and Sergeants), Saint-Jean Garrison,
 - Vieux Mess, RMC Saint-Jean,
 - Le St-Maurice Mess, RMC Saint-Jean,
 - Kolok Mess (Officers, Warrant Officers and Sergeants), Montreal Garrison,
 - L’Excalibur Mess (junior ranks), Montreal Garrison,
 - Fitness, Sports and Recreation, Saint-Jean Garrison (including RMC Saint-Jean gym and Farnham gym),
 - Fitness, Sports and Recreation, Montreal Garrison,
 - CANEX Retail Store, Saint-Jean Garrison (including store at RMC Saint-Jean and CANEX Distribution Centre);
- (d) In cases where an outlet must be closed because the concession has been contracted out for a period greater than six (6) months, employees with seniority rights shall be able to bump more junior employees in the Bargaining Unit, provided they have the same position title or a position with identical duties, and provided they have the experience, abilities and skills required to perform the duties of the position in question. An employee may choose not to exercise his/her bumping rights.

13.02 The employee shall lose his/her seniority rights under this Agreement and his/her employment shall be terminated if:

- (a) He/she voluntarily leaves his/her employment;
- (b) He/she is discharged for cause;

- (c) He/she is laid off for a period of twelve (12) consecutive months; and
- (d) He/she has been laid off and when is recalled to work, fails to return to work or to give valid reasons in writing for his/her inability to do so within five (5) working days of the date on which the Employer requests his/her return to work in writing by registered mail. To be eligible for a recall following a layoff, an employee must provide the Employer with his/her mailing address and telephone number.

13.03

- (a) In cases where a full-time employee becomes a part-time employee in accordance with Article 13.04, the recall shall go by outlet, based on seniority within the outlet; and
- (b) Notwithstanding all other provisions in this Article, layoffs and recalls shall go by outlet, based on seniority within the outlet.

13.04 If a full-time employee is laid off due to a lack of work and a part-time position becomes vacant in his/her outlet, preference shall be given to the said employee if he/she applies for the part-time position, provided he/she has the necessary abilities and skills to do the work. He/she shall receive the hourly rate of pay established for the classification of the part-time position concerned. A full-time employee who accepts part-time employment shall, based on seniority, resume his/her status as a full-time employee at the first opportunity within twenty-four (24) months following the date he/she was laid off from the full-time position, provided he/she has the experience, abilities and skills required to perform the duties of the position in question.

13.05

- (a) If a position becomes vacant within the Bargaining Unit following the departure of an employee, or if a new position is created, a notice of competition shall be posted for five (5) working days. All employees in the Bargaining Unit and the employees on the recall lists may submit an application in writing during this period to the officer in charge of the competition. If there is more than one employee with the same qualifications to fill the position, the position shall first be offered, in order of seniority, to full-time employees in the Employer's active service, to part-time employees and then to employees on the recall list. Finally, if the Employer determines that there is no qualified employee within the Bargaining Unit, the Employer may hire externally;
- (b) In situations where a change from part-time to full-time employment status is required, an employee occupying a unique position shall be offered full-time status. If the title of the part-time position is held by more than one employee, the procedure in Article 13.05 (b) shall apply; and

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

13.06 Only those employees who have submitted an application for a competition and were not selected may submit a grievance regarding the competition. The grievance must be filed within twenty-five (25) working days following receipt of a letter providing notification of competition results.

13.07

- (a) Employees appointed to a vacant position will be required to complete an assessment period, which shall not exceed three (3). If the Employer determines during the course of the assessment period that the employee has not performed the duties of the position in a satisfactory manner, the Employer may remove the employee from the position and reappoint him/her to the position he/she previously held or to an equivalent position available at that time; and
- (b) If, at any time within one (1) month of being awarded the job in accordance with Article 13.05, the employee requests to be returned to his/her former job, he/she shall be returned to his/her former position or to a similar position and former rate of pay without loss of seniority.

13.08 An employee on leave without pay for a period exceeding forty-five (45) working days shall not accrue seniority except for maternity, paternity, compassionate care, parental, adoption or long-term disability leave. A temporarily laid-off employee shall continue to accrue seniority for twelve (12) months.

13.09 Within sixty (60) days of the signing of this Agreement, a separate seniority list for full-time and part-time employees shall be posted in all outlets for fifteen (15) working days and subsequently every six (6) months. These lists shall be available upon request and a copy shall be sent to the Bargaining Agent.

13.10 For the purposes of this Article, the Employer shall decide whether an employee possesses the required abilities and skills. Such decisions shall be made upon the recommendation of a selection board, which shall be made up of at least two (2) members.

13.11

- (a) A full-time employee who has been granted part-time employee status, in accordance with Article 13.04, shall retain full-time employee seniority for a period of twelve (12) months. At the end of this period, the full-time employee must agree, at the his/her option, either to accept severance pay and termination of employment or convert to part-time status and maintain all seniority accrued as a full-time and part-time employee;
- (b) Where a part-time employee is chosen by the Employer to fill a full-time

position, the totality of the seniority that he/she accumulated as a part-time employee shall be taken into account in determining his/her full-time seniority;

- (c) Notwithstanding Articles 13.03 and 13.04, a part-time employee who fills a full-time position to replace an employee who is absent for a period of six (6) or more consecutive months shall become a full-time employee. At that point, his/her seniority as a full-time employee shall be dated effectively his/her first (1st) work day in that position;
- (d) If a position is reclassified to a higher level, the incumbent thereof shall be reclassified to that level on the date of the reclassification and shall receive the salary of that position. If a position is reclassified to a lower level, the incumbent of the position shall be reclassified, but shall retain the salary of the previous position; and
- (e) If an employee's position is reclassified to a higher level, he/she shall be placed at such step of that level as results in a pay increase of at least five percent (5%), or at the last step of that level if this results in a pay increase of less than five percent (5%).

13.12 When a person is hired as a term employee and his/her period of temporary employment ends, he/she shall lose his/her seniority under this Agreement and his/her employment shall be terminated. Notwithstanding the foregoing, if the employee is rehired by the Employer within twelve (12) months of the termination of temporary employment in the same position previously held in the Bargaining Unit, the employee shall receive a rate of pay higher than the start rate of pay, according to his/her previous service, to reflect his/her experience and qualifications and shall retain his/her seniority.

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); referred to as Patriot's Day in Quebec;
- (e) Fête nationale du Québec;
- (f) Canada Day;
- (g) Labour Day;
- (h) Thanksgiving;
- (i) Remembrance Day;
- (j) Christmas Day; and
- (k) Boxing Day.

In addition to the above, should the Federal government proclaim a new designated paid holiday, the employees shall be entitled to any such holiday.

14.02 A full-time employee who is entitled to a designated paid holiday and must work during that holiday shall be paid as follows:

- (a) The employee shall be paid, in addition to his/her regular rate of pay for that day, at a rate equal to one and a half (1 ½) times his/her regular rate of pay for the hours worked and two (2) times his/her regular rate of pay for all subsequent hours; and
- (b) The employee shall be paid at one and a half (1 ½) times his/her regular rate of pay for the hours worked and be given a day off with pay at a later date agreed upon by the Employer.

14.03 When a designated paid holiday falls outside the work days of a full-time employee, he/she shall be entitled to one paid day of leave which he/she shall take at a date he/she shall agree on with the Employer.

14.04 Article 14.01 does not apply to an employee who is on a leave without pay for a period exceeding two (2) weeks, or on unauthorized absence on both the working day immediately preceding and following the designated holiday.

14.05 For the designated paid holidays that he/she has not worked, a part-time employee shall be paid four point two five per cent (4.25%) of all the remuneration received for the hours that the employee has worked.

A part-time employee who works on a designated paid holiday shall be paid at the rate of one and a half (1 ½) times his/her regular rate of pay for the first eight (8) hours worked and at the rate of two (2) times his/her regular rate of pay for all subsequent hours.

14.06 When a full-time employee works on a designated holiday following a day of rest during which he/she also worked and received overtime in accordance with Article 14.03, he/she shall be paid, in addition to the pay that he/she would have received had he/she not worked on the holiday, at the rate of two (2) times his/her hourly rate of pay thereafter.

14.07 Article 14.04 does not apply between December 24 and January 2. For example, a full-time employee who is on leave without pay will be entitled to the designated holidays during this period.

ARTICLE 15

VACATION LEAVE

15.01 A full-time employee who has accumulated six (6) months of continuous service and has accumulated credits under the terms of this Agreement is entitled to paid vacation at his regular rate of pay. The vacation entitlement shall be as follows:

<u>Years of continuous Full-time employment</u>	<u>Leave</u>
During the 1 st year of continuous full-time employment	10 working days
During the 2 nd to the 6 th year of continuous full-time employment	15 working days
During the 7 th to the 15 th year of continuous full-time employment	20 working days
During the 16 th and the 17 th year of continuous full-time employment	23 working days
During the 18 th to the 26 th year of continuous full-time employment	25 working days
During the 27 th year of continuous full-time employment	27 working days
In the 28 th and subsequent years of continuous full-time employment	30 working days

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

15.03 An employee shall give the Employer at least ten (10) working days' notice in writing regarding the actual dates on which he/she wishes to take his/her vacation if the period of vacation requested is in excess of five (5) consecutive days.

15.04 Subject to operational requirements, the Employer shall make every reasonable effort to grant the employee his/her vacation at a time that is convenient to the latter, based on his/her seniority.

15.05 The vacation schedule shall be posted every three (3) months starting on the 1st of March. For any vacation period of one (1) week or more, the employee must submit his/her request at least fifteen (15) working days before the schedule is posted. Vacation leave shall be granted on the basis of seniority. The employee submits two (2) choices in order of preference. If the Employer is unable to grant one of these choices because of conflicting dates, the employee will be informed before the schedule is posted

and will then be able to request another period of vacation. However, an employee may not use seniority to displace the vacation of a junior employee whose vacation request has already been approved in the manner prescribed in this Article.

15.06 Vacation leave shall not be carried over from year to year under normal circumstances. The parties understand however that an employee might not be able to take his/her vacation during the current vacation period because of illness, operational requirements or other circumstances. In such cases, an employee shall carry over a maximum of five (5) working days into the following year. Applications for vacation carryover of more than five (5) days shall be submitted in writing and subject to the approval of the Employer. Such a request shall not be unreasonably denied.

15.07 An employee is entitled to be informed of the balance of his/her annual vacation entitlement within three (3) working days of requesting it.

15.08 Subject to operational requirements, the Employer may schedule the Saturday and Sunday prior to the commencement of an employee's vacation period as the employee's weekend off under Article 11.05.

15.09 Where, in respect of any period of paid vacation, an employee is granted bereavement leave as defined in Article 16 or sick leave on production of a medical certificate, the period of paid vacation so replaced shall be reinstated for use at a later date. For the purposes of this Article, in order for sick leave to be obtained, the date of the medical certificate must fall within the sick leave period and, for sick leave exceeding three (3) days in duration, the date of the certificate must be one of the first three (3) days of the sick leave.

15.10 Part-time employees shall receive the following vacation pay:

<u>Continuous part-time years of employment</u>	<u>Percentage of annual gross salary</u>
During the 1 st year of continuous part-time employment	4%
During the 2 nd to the 6 th year of continuous part-time employment	6%
During the 7 th to the 15 th year of continuous part-time employment	8%
During the 16 th and the 17 th year of continuous part-time employment	9.2%
During the 18 th to the 26 th year of continuous part-time employment	10%

During the 27th year of continuous part-time employment 10.8%

In the 28th and subsequent years of continuous part-time employment 12%

Once during the course of their employment, part-time employees shall be entitled to choose to receive their vacation pay every pay period, twice (2) a year (June 1st and December 1st) or once a year at a time chosen by the employee. Furthermore, upon written request, a part-time employee may be granted leave without pay in accordance with the leave entitlements referred to in Article 15.01. For purposes of vacation scheduling and according to operational requirements, full-time employees will have priority over part-time employees for the choice of vacation dates.

15.11 The paid vacation of an employee whose status changes from part-time to full-time shall be calculated on the basis of the total years of service both as a part-time and a full-time employee or for the length of a fixed term employment contract should this period immediately precede his/her hiring by the Employer.

15.12 Vacation is only earned while an employee is drawing a wage; however, authorized periods of leave without pay that do not exceed three (3) weeks may be counted as time earning vacation.

15.13 On termination of employment or upon his/her 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, up until the time that he is no longer occupying his/her position, based on the rate of pay in effect at the time. The Employer will not claim from the employee's estate vacation leave taken, but not accumulated by the employee before his/her death.

ARTICLE 16

LEAVE – GENERAL

16.01

(1) Sick Leave Plan

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

(b) Sick leave benefits provide the employee with salary protection as follows:

More than three (3) months 17 weeks at 100% of salary;

- (c) The following conditions govern the entitlement to sick leave:
 - (i) The employee must contact his/her immediate supervisor on the first day of absence, or as soon as possible, and indicate the reason for the absence and the expected date of return,
 - (ii) The employee must provide a medical certificate signed by a doctor for each absence in excess of five (5) working days. The Employer reserves the right to request a medical certificate for any period of illness, but must do so prior to the employee's return to work. Medical certificates for sick leave of five (5) or fewer days in duration shall not be requested arbitrarily. In the case of a prolonged illness, the employee may be required to provide additional certificates, at the Employer's expense, signed by the employee's physician or a physician chosen by the Employer and the employee,
 - (iii) Maternity leave and related disabilities are excluded from the sick leave plan, except in the event of medical complications, on presentation of a medical certificate attesting to the complication and the incapacity of the employee to perform other duties. If the employee can perform other duties, she shall maintain her rate of pay, and no employee shall be displaced as a result;
- (d) For the purposes of sick leave benefit calculations, 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 his/her return to work, it will be considered as a continuation of the original disability;
- (e) The Employer shall not apply its attendance management policy arbitrarily. No disciplinary measure shall be imposed on an employee who uses sick leave for valid reasons and complies with all the requirements governing such leave; and
- (f) Sick leave can be taken in hourly increments.

(2) Sick leave for part-time employees

- (a) A part-time employee who has completed his/her probationary period shall be granted a maximum of twelve (12) hours of paid sick leave per fiscal year;
- (b) The following conditions govern the entitlement to sick leave:
 - (i) The employee must contact his/her immediate supervisor on the first

day of absence and indicate the reason for the absence and the expected date of return,

- (ii) the Employer reserves the right to request a medical certificate for any period of illness, regardless of duration, but must do so prior to the employee's return. In the case of a prolonged or frequent illness, the employee may be required to provide additional certificates signed by a physician of the Employer's choice and at the Employer's expense,
- (iii) Employees on maternity leave or any other form of leave are excluded from earning and taking sick leave;
- (c) Sick leave benefits for part-time employees shall be calculated in proportion to their weekly hours of work and compared to the normal weekly hours of work for full-time employees. Sick leave is not cumulative from year to year nor does it have any cash value; and
- (d) Sick leave can be taken in hourly increments.

16.02 Maternity, Paternity, Parental and Adoption Leave

(1) Maternity Leave

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the date of delivery and ending not later than eighteen (18) weeks after the date of delivery;
- (b) Notwithstanding paragraph (a):
 - (i) Where the employee has not yet proceeded to take maternity leave without pay and her newborn child is hospitalized, or
 - (ii) Where the employee has commenced her maternity leave without pay and then returns to work for all or part of her newborn child's hospitalization,

the period of unpaid maternity leave defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of delivery by a period equal to that portion of the period of the newborn child's hospitalization during which the employee is not on maternity leave, up to a maximum of eighteen (18) weeks;

- (c) The extension described in paragraph (b) shall end no later than fifty-two (52) weeks after the date of delivery;

- (d) The Employer may require an employee to provide a medical certificate documenting her pregnancy;
- (e) An employee whose unpaid maternity leave has not yet commenced may choose to:
 - (i) Use earned vacation and compensatory leave credits up to and beyond the date of delivery,
 - (ii) Use sick leave credits up to and beyond the date of delivery, subject to the provisions of Article 16.01 dealing with sick leave with pay. For the purpose of this Article, the terms “illness” or “injury” as used in Article 16.01 dealing with sick leave with pay shall include any medical disability related to pregnancy;
- (f) An employee shall, at least four (4) weeks prior to the commencement date of the continuous leave of absence during which the pregnancy is expected to end, give written notice to the Employer of her intention to take leave of absence with and without pay related to her absence from work due to pregnancy, unless there is a valid reason not to do so; and
- (g) Leave granted under this paragraph shall be counted for the calculation of “continuous employment” for severance pay purposes and for the calculation of “service” for vacation leave purposes. Time spent on such leave shall be counted for pay increment purposes.

(2) Paternity Leave

- (a) When a male employee has or will have the actual care and custody of a newborn child or children, that employee shall be granted a paternity leave of absence without pay of up to five (5) weeks. This leave shall not commence before the week of the birth or adoption and shall not end more than fifty-two (52) weeks after the date of the birth or adoption. The leave cannot be transferred to or shared with the mother.

(3) Parental Leave

- (a) An employee who has or will have the actual care and custody of a newborn child (including the newborn child of a common-law partner) shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee’s care;
- (b) An employee who, under the authority of a provincial law, commences

proceedings for the adoption of a child or obtains an order of adoption shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) weeks following the day on which the child comes into the employee's care;

- (c) Notwithstanding paragraphs (a) and (b) above, at the request of the employee and at the discretion of the Employer, the leave referred to in paragraphs (a) and (b) may be taken in two (2) periods;
 - (d) Notwithstanding paragraphs (a) and (b):
 - (i) Where the employee has not yet commenced his/her unpaid parental leave and his/her child is hospitalized during the above-mentioned period, or
 - (ii) Where the Employee has proceeded on parental leave without pay and then returns to work for all or part of the period while their child is hospitalized, the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the Employee was not on parental leave. However, the extension shall end no later than one hundred and four (104) weeks after the day on which the child comes into the employee's care;
 - (e) An employee who intends to request unpaid parental leave shall notify the Employer at least four (4) weeks prior to the commencement of such leave;
 - (f) The Employer may:
 - (i) Postpone the commencement of unpaid parental leave at the request of the employee,
 - (ii) Grant the employee unpaid parental leave even if he/she gives less than four (4) weeks' notice,
 - (iii) Require an employee to submit a birth certificate or proof of adoption of the child;
 - (g) Leave granted under this paragraph shall be counted for the calculation of "continuous employment" for severance pay purposes and for the calculation of "service" for vacation leave purposes. Time spent on such leave shall be counted for pay increment purposes.
- (4) An employee returning from maternity, paternity, parental, adoption or compassionate care leave shall be reinstated to the position he/she held prior to the leave or to a comparable position in the same location with at least the same

salary and benefits, unless all parties involved have agreed to another arrangement. If, during the leave, the pay and benefits of the employee's group change, the employee will be entitled, upon return from leave, to the same pay and benefits as if he/she had worked when the change took place. An employee on leave will be notified in writing if such a change occurred.

- (5) Length of service continues to accrue during maternity, paternity, parental and adoption leave.
- (6) An employee on maternity, paternity, parental or adoption leave may retain his/her group insurance coverage and/or pension plan provided he/she pays his/her share of the premiums and contributions; NPF will then continue to pay their share of the premiums and contributions. Upon applying for maternity, paternity, parental or adoption leave, the employee shall notify the NPF in writing of his/her choice with respect to the pension plan and group insurance coverage. The choice to maintain or suspend group insurance coverage and/or pension plan for the duration of the leave is irrevocable and binding. An elected option cannot be changed after the leave has commenced.
- (7) An employee will not accrue any pensionable service for periods of leave during which he/she has not made pension contributions. Upon his/her return, the employee may make an agreement to buy back the period of absence. If the employee chooses to buy back this period, the Employer will be required to pay its share.
- (8) For the period during which an employee receives maternity benefits under the Quebec Parental Insurance Plan, she shall be granted a top-up allowance of up to eighteen (18) weeks, equivalent to the difference between the maternity benefit she receives and ninety-three per cent (93%) of her average gross earnings during the two (2) previous pay periods, less any other amount earned during this period, in accordance with the following conditions:
 - (a) After six (6) months of continuous service, an employee who provides NPF with proof that she has applied for and is eligible to receive maternity benefits under the Quebec Parental Insurance Plan shall receive the top-up allowance in accordance with the Supplementary Employment Benefit Plan;
 - (b) An employee in receipt of this allowance shall return to work for a period equivalent to at least the duration of her maternity leave. Such return shall take place immediately following the end of her maternity leave, unless the Employer agrees to an alternate date or unless the employee is entitled to another leave of absence. If the Employer grants the employee another leave of absence following the end of the maternity leave, the employee must return to work immediately following that leave;
 - (c) If the employee does not return to work, she shall reimburse NPF for the full

amount of the top-up allowance; however, employees in receipt of the top-up allowance but who are unable to return to work for the period of time specified in Article 16.02(8)(b) because of the posting of their spouse to another location in Canada shall not be required to reimburse NPF for the amount of the top-up allowance; and

- (d) The employee must give NPF at least four (4) weeks written notice of her desire to return to work. If the employee does not contact the Employer, the Employer shall contact the employee in order to determine whether she intends to return to work. If the employee fails to give such notice, fails to obtain another authorized leave following the expiration of her maternity leave or fails to return to work on the expiry date of her maternity leave, she shall be considered to have voluntarily terminated her employment.

The provisions of Article 16.02 are subject to legislative change.

16.03 Bereavement Leave

- (a) An employee will be given five (5) days of leave with pay immediately following the death of a member of his/her immediate family and one (1) day of leave with pay in the case of the death of a distant relative. In addition, he/she may be granted up to two (2) days of leave with pay for the purpose of travel related to the death. Such leave may be taken on one (1) or two (2) occasions. If needed, at least one (1) day of leave referred to in this Article may be deferred to the date of cremation or burial, provided that the leave does not extend beyond the day following the cremation or burial;
- (b) For the purposes of this Agreement, immediate family is defined as brother or sister, stepbrother or stepsister, mother or father, father-in-law or mother-in-law, spouse (including common law and/or same-sex partners), children (including those of the spouse, ward or foster child), grandchildren, son-in-law or daughter-in-law, grandparents, or a person residing in the employee's household or with whom the employee permanently resides; moreover, "distant relative" means brother-in-law or sister-in-law, niece or nephew, uncle or aunt and their spouse or common-law partner or the grandparents of a spouse;
- (c) Should the periods mentioned above contain one or more non-working days (for example, a Sunday or a day off), the employee may claim payment only for the actual days of work he/she missed; and
- (d) The parties recognize that the circumstances requiring bereavement leave are unique to each person. Upon request, the Employer may, after considering the particular circumstances, grant leave with pay for a longer period or in a different manner than that provided for in Article 16.03(a).

16.04 Court Leave With Pay

Leave with pay is granted to an employee who has been summoned or subpoenaed to appear as a witness or as a party in any proceeding held:

- (a) In or under the authority of a court of law 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 a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to summon witnesses to appear before it; or
- (e) Before an arbitrator or umpire or a person or body of persons authorized by law to hold an inquiry and summon witnesses to appear before it.

16.05 Jury Duty Leave

In the event an employee is called for jury duty, the Employer agrees to make up the difference, if any, between jury duty pay and the employees' weekly pay. The employee must notify his/her manager promptly that he/she has been summoned.

16.06 An employee may be granted a leave of absence without pay, which shall not be taken into account when calculating seniority, once written authorization has been provided by Management, who shall not deny such leave without just cause; No such leave of absence shall last longer than twelve (12) months. Benefits listed in Article 20.05 (except for long-term disability insurance) may be continued at the request of the employee. He/she will then be responsible for both the employee and Employer share of the contributions. Upon returning to work, the employee shall be reinstated to the position he/she held before his/her leave or to a similar position.

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

16.08 An employee shall not be paid for more than one (1) type of leave with pay during any one period.

16.09 The Employer may grant a maximum of five (5) working days of leave with pay per fiscal year for emergency circumstances the employee has no control over. The employee may take such leave in one-hour increments.

16.10 Family-Related Leave

- (a) For the purpose of this Article, family is defined as spouse (including common-law spouse residing with the employee), dependent children (including those of the spouse), mother and father (including the spouses of the father or mother and adoptive parents) or any other relative with whom the employee is in a care relationship whether or not residing with the employee;
- (b) The Employer shall grant family-related leave with pay under the following circumstances:
 - (i) To take a dependant family member to a medical or dental appointment or for appointments with appropriate authorities in school or adoption agencies. The employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent 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,
 - (ii) For the temporary care of a sick member of the employee's family. This leave may be divided into two (2) periods and taken on separate dates,
 - (iii) For the needs directly related to the birth of the employee's child. This leave may be divided into two (2) periods and taken on separate dates,
 - (iv) For the needs directly related to the adoption of the employee's child. This leave may be divided into two (2) periods and taken on separate dates,
 - (v) To attend school functions if the supervisor has been notified as far in advance as possible,
 - (vi) To provide for the employee's child in the case of an unforeseeable closure of the school or daycare,
 - (vii) To attend an appointment with a legal, paralegal or 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) is included in leave with pay provided for in Article 16.10. The employee may take such leave in one-hour increments.

16.11 Caregiver and Compassionate Care Leave

- (a) An employee who provides the Employer with proof of receipt or expectation of Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults may be granted leave without pay while he/she is receiving or awaiting these benefits;
- (b) Leave without pay for Compassionate Care Benefits shall not exceed twenty-six (26) weeks, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to the applicable waiting period;
- (c) An employee who is awaiting EI Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults must, at the time of notification, provide the Employer with proof that the application has been accepted;
- (d) If an employee's application for EI Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefit for Adults is denied, Article 16.11 shall cease to apply on the day on which the employee is notified;
- (e) An employee on leave granted under this Article may continue group benefits and/or pension plan coverage provided he/she pays his/her share of premiums and contributions; NPF shall continue to pay their share of premiums and contributions;
- (f) An employee will not accrue pensionable service for periods during which he/she has not made pension contributions; and
- (g) Leave granted under this Article shall count for the calculation of continuous employment for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

16.12 Leave for Pregnant Employees

The Employer will provide a pregnant employee, per routine appointment, up to a half-day ($\frac{1}{2}$) (4 hours, depending on the employee's regular hours of work) of reasonable time off with pay for medical appointments related to pregnancy. An employee is expected to make reasonable efforts to schedule such appointments in such a way as to minimize her absence from work. An employee requesting leave under this provision must notify her supervisor of the appointment as far in advance as possible.

16.13 Personal Day Leave

Subject to operational requirements as determined by the Employer and with advance notice of at least five (5) working days, a full-time employee shall be granted, each fiscal year, a single period of up to eight (8) hours of leave with pay for personal reasons. The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

The employee may take personal leave in one-hour increments.

16.14 Relocation Leave

A full-time or part-time employee who is the spouse of a person who is being relocated/posted/transferred to another geographical location for work reasons may be granted relocation leave without pay for a period of up to twelve (12) months, for the purpose of assisting him/her with the transition to another NPF position at the new location without a break in service, provided the following eligibility requirements are met:

- (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 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 his/her NPF employment effective the last day of his/her relocation leave in the event he/she is not successful in obtaining another NPF position during his/her leave;
- (d) The employee must ensure that his/her previous location has his/her current contact information;
- (e) The employee must provide proof of his/her spouse's relocation/posting/transfer;
 - (i) If the employee receives an offer of employment at his/her new location and accepts it, his/her relocation leave will automatically end effective the day before he/she starts working in the new position,
 - (ii) The employee may continue his/her group benefits and pension plan coverage provided he/she pays the Employer's and his/her share of premiums and 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,

- (iii) An employee on relocation leave shall not accrue length of service and seniority and shall not be subject to any of the provisions of this Collective Agreement or the Employer's human resources policies.

16.15 Domestic Violence Leave

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

Upon request, an employee who is the victim of domestic violence, or who is the parent or guardian of a child who is a victim of domestic violence, shall be granted leave with pay for victims of domestic violence so that the employee may:

- (a) Obtain care and support for himself/herself or his/her child as a result of physical or psychological injury; or
- (b) Obtain support from an agency helping victims of domestic violence; or
- (c) Obtain counselling services; or
- (d) Move temporarily or permanently; or
- (e) To obtain legal or police assistance or to prepare for legal proceedings (civil or criminal).

Such leave will not exceed two (2) shifts at the employee's convenience. This leave will be granted once (1) per fiscal year.

The Employer may, in writing, and no later than fifteen (15) days after the employee's return to work, request the employee to provide documentation in support of the leave. The employee shall provide such documentation only if it is reasonably possible for him/her to obtain and provide it.

The Employer agrees that an employee will not be subject to adverse action if his/her presence or performance at work is affected as a result of domestic violence.

At the request of the employee, the Employer agrees to collaborate with him/her in order to develop a plan to ensure the employee's safety in the workplace.

All personal information related to a case of domestic violence will be treated in strict confidence, in accordance with applicable laws, and will not be disclosed to a third party without the express written permission of the employee. No information will be kept in an employee's file without his/her express written permission.

ARTICLE 17

GRIEVANCE PROCEDURE

17.01 The purpose of any grievance procedure is to maintain good relations between employees, the Bargaining Agent and the Employer at all levels. This procedure makes it easier to deal with complaints quickly and fairly.

17.02 The grievance procedure enables employees and the Bargaining Agent to make a formal or oral complaints. Managers are available for private consultations with an employee who wishes to discuss an oral or official 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 Bargaining Agent representative. In such event, the time for filing an official grievance may be extended by mutual agreement between the parties, which shall be in writing and shall specify the new deadline. Only the PSP Manager, the National Manager, Retail Operations, the delegates of those two managers, or a Human Resources Division manager may authorize the extension of time 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 The grievance procedure consists of three (3) levels. The Employer shall designate a different senior representative to manage each of the three (3) levels of the grievance procedure and shall inform each employee to whom the procedure applies of the name and title of the person so designated for each level. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies.

17.04 Subject to and as provided in Part II: Grievances of the Federal Public Sector Labour Relations Act, an employee who feels that he has been treated unjustly or considers himself/herself to have been aggrieved by any action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in Article 17.09 except that:

- (a) Where there is another administrative procedure provided by or under any Act of Parliament to deal with his/her specific complaint, other than the Canadian Human Rights Act, 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 is not entitled to present the grievance unless he has the approval of and is represented by the Bargaining Agent.

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. Employees can obtain the form from a Base NPF Human Resources representative or from Local 10581.

17.07 An employee has the right to be represented by a Bargaining Agent 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 filed.

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

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

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

All levels of the grievance procedure, except for the final one, can be bypassed, with the written consent of the Employer, the employee and, where applicable, the Bargaining Agent.

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

after the day on which the employee is notified orally or in writing, or after the day on which the employee became aware of the action or circumstances giving rise to the grievance.

17.11 When an employee refuses 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 (10) working days after the date when 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) working days of its submission, the employee is entitled to submit the

grievance to the next level.

17.13 The Employer normally responds to an employee's grievance at the first and second level of the procedure within fifteen (15) working days following the date the grievance was presented, and within twenty-five (25) working days when the grievance is presented at the final level.

17.14 The time limits stipulated in the grievance procedure may be extended by mutual agreement between the Employer, the grievor and, where applicable, the Union 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 submitting a written notice to the officer who is designated to receive and to reply on behalf of the Employer if the grievance was presented at the first level of the grievance procedure.

17.17 An employee who fails to present a grievance to the next 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 his/her satisfaction, he/she may refer the grievance to adjudication in accordance with the provisions of the Federal Public Sector Labour Relations Act.

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 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 Bargaining Agent for the Bargaining Unit to which the Collective Agreement or arbitral award applies signifies in a prescribed manner:

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

17.20 The Employer and the Union recognize that an employee may file a grievance alleging that the terms and conditions of his/her employment have been modified because of discrimination based on any of the prohibited grounds as defined in the Canadian Human Rights Act, or because of harassment as defined in the Employer's Harassment Prevention Policy.

17.21 In the event that an employee chooses to present a grievance on the grounds of discrimination or harassment, the grievance shall be presented immediately to the third level of the Employer's grievance procedure. Notwithstanding the time limits in this Article, the Employer shall respond to a discrimination or harassment grievance within ninety (90) days after the grievance has been presented.

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

ARTICLE 18

DISMISSAL AND SUSPENSION

18.01 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 grounds for not informing the Employer.

18.02 Suspension and Dismissal

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

18.03 Dismissal and Suspension Grievance

All suspensions, dismissals and terminations of employment can be subject to formal grievance procedure under this Agreement. The Employer shall send a copy of the written notice of dismissal or suspension to the local Union within five (5) days of the decision being made.

18.04 Employees must be provided with written notice of discipline, suspension or dismissal stating:

- (a) The grounds for the disciplinary action; and
- (b) The effective date and duration of the disciplinary action, if applicable.

18.05

- (a) When the Employer wishes to meet with an employee for the purpose of a disciplinary meeting pertaining to the employee or an investigation affecting the employee that may lead to a disciplinary meeting, the employee will be

given a minimum of two (2) days written notice advising him/her of the time and date. The employee has the right to be accompanied by a Union representative at the meeting and the Employer shall inform the employee in writing of this right;

- (b) The employee shall have a period of fourteen (14) days to respond to allegations of misconduct. Such a meeting shall take place during the working hours of the employee and the Union representative;
- (c) The decision to impose disciplinary action will be communicated to the employee and the Union within a reasonable period of time (i.e. normally within two (2) weeks of the investigation being concluded); and
- (d) Any disciplinary action shall be implemented within a maximum of two (2) months of the investigation being concluded.

18.06 All disciplinary actions put on the employee's file shall be withdrawn fifteen (15) months from the date it was taken and cannot then be cited if any subsequent disciplinary action is taken, provided no other disciplinary action has been taken in connection with similar misconduct during this period. Disciplinary actions related to harassment and/or violence shall remain on the employee's file for twenty-four (24) months, and shall be withdrawn only if no further disciplinary action has been taken for similar misconduct during this period.

18.07 An employee will continue to work while the allegations of his/her potential misconduct are being investigated and reviewed by the Employer. The employer or authorized person may transfer the employee to another work location or suspend the employee with pay, pending the conclusion of the matter. Notwithstanding the above, if the allegation is deemed serious by the employer (e.g. criminal act or sexual harassment), the suspension will be without pay. If the allegations are found to be unwarranted, the employee will be immediately returned to duty and, if the suspension was without pay, the employee's pay will be reinstated retroactive to the date of the employee's removal from duty.

ARTICLE 19

PAY

19.01 An employee shall be paid for services rendered at the rate of pay specified in Annex "A" for his/her job title, starting on the effective dates specified therein.

19.02 New employees will normally be hired at the starting rate of their salary range. However, in exceptional circumstances, the Employer may hire new employees at a rate of pay higher than the starting rate, based on the new employee's relevant qualifications and comparable previous experience. In such cases, the Employer will consult with the Bargaining Agent for recommendations in applying the job-specific rate

of pay. If the employee is hired above the starting rate, the anniversary date for future incremental increases will be based on the employee's placement at the time of hiring (i.e. an employee hired at the 12-month rate will be placed after one year at the 24-month rate from the date of hire).

19.03

- (a) Where the Employer requires an employee, in writing, to temporarily perform the duties of a position with a higher classification within the Bargaining Unit, the employee shall be paid the higher classification rate, starting on the first day that he/she takes on the duties of that classification, and for as long as he/she performs those duties. The employee shall receive such higher rate of pay as results in an increase of at least ten percent (10%), or the highest rate of pay from the pay scale where that rate results in an increase of less than ten percent (10%). If the Employer does not request in writing that the employee perform these functions, he/she is not required to carry them out; and
- (b) Where the Employer requires an employee, in writing, to temporarily perform the duties of a position with a higher classification outside the Bargaining Unit, the employee shall be paid a premium of twenty percent (20%) in addition to the employee's normal hourly rate effective his/her first day in the position.

19.04 When the Employer plans on temporarily assigning an employee to duties at a higher level in compliance with Article 19.03 for a period of more than three (3) months, it shall proceed with the temporary assignment in accordance with the provisions of Article 13.05(a); however, it shall give priority to the employees of the outlet in question, provided they have the experience, abilities and skills required.

19.05 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.

19.06 An employee shall not have his/her salary reduced by reason of a change in the classification of his/her position that is caused other than by the employee himself or herself.

19.07 Except in circumstances beyond the control of the Employer, employees shall be paid every second (2nd) Thursday.

19.08

- (a) Creation of a new position. When a new position is created within the Bargaining Unit and the duties and pay scale differ from existing positions, the Employer shall promptly notify the Bargaining Agent accordingly. The position will be evaluated according to the NPF Job Evaluation Program through the Job Evaluation Committee. The position's rate of pay shall be in accordance with the pay band set out in Annex A. If the position

undergoes significant changes, it must be re-evaluated by the Job Evaluation Committee;

- (b) A Union representative shall be part of the Job Evaluation Committee; and
- (c) When a position is re-evaluated into a higher classification, the incumbent shall be paid retroactively back to the date the job evaluation request is received at the Human Resources office.

19.09 The Employer shall continue the current practice of giving a detailed description of the deductions made for each pay period.

19.10 Managers and employees with supervisory duties are responsible for orienting and training employees, whether probationary or otherwise. They are also responsible for developing orientation and training plans.

19.11 If the Employer asks an employee without supervisory duties to assist with the orientation and/or training of other employees, whether probationary or otherwise, the employee who provides such assistance is not responsible for the performance of the persons he/she orients or trains. Assisting with the orientation and/or training of employees, whether probationary or otherwise, shall not affect the job description of the employee who provides such assistance.

ARTICLE 20

CONSULTATION

20.01 The Employer and the Bargaining Unit 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. To this end, an NPF Employee-Management Relations Committee (EMRC) shall be created along with a Health and Safety Committee. It is understood that these consultations do not constitute negotiations for the purpose of amending terms and conditions of the Collective Agreement.

20.02 For this purpose, an EMRC will be set up and at least half of the members will be representatives of the Bargaining Unit employees. The Bargaining Unit employees' representatives shall be chosen by the Bargaining Agent, and the Union representatives from the Local cannot be excluded. Those representing the Bargaining Unit employees and representing the Employer shall be representative of the workplace. A Bargaining Unit employee representative and a management representative shall be designated as co-chairpersons for each meeting. The committee shall establish the mandate within sixty (60) days of the signing of this Agreement.

20.03 There shall be at least four (4) meetings per year. Time spent by the Bargaining Unit employee representatives in attending the committee meetings shall be

considered as time worked.

20.04 The committee may discuss any topics of mutual interest, including workplace-related issues or problems, local policies, employee training or development, and Base operations. However, the committee is not authorized to negotiate amendments to the collective agreement or adjudicate grievances. The Employer and employee representatives who make up the committee may make joint recommendations to the competent authorities with respect to the resolution of problems other than those involving official grievances, or amendments to the Collective Agreement. Depending on operational requirements, the reports of the EMRC meetings will be written within ten (10) business days of the meeting date. A copy of the report signed by the members of the EMRC will be distributed to committee members and posted on all bulletin boards in each entity.

20.05 It is agreed that the following aspects shall be the subject of consultations at the national level:

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

20.06 The Employer agrees that the benefits mentioned in Article 20.02 above shall not be reduced as a result of the signing of this Agreement.

20.07 Time spent by the Bargaining Unit Union representative in attending the EMRC meetings shall be considered as time worked.

20.08 The EMRC may be convened at any time at the request of either of the two (2) parties.

20.09 Either party may invite an individual from outside the EMRC to attend a Committee meeting in an advisory capacity provided that both (2) parties agree.

ARTICLE 21

HARASSMENT IN THE WORKPLACE

21.01 The parties recognize that the Employer has a policy and guidelines regarding harassment prevention that allows its employees the right to file a harassment grievance or complaint for harassment issues, including sexual harassment and abuse of authority as defined in the policy. The policy in question protects employees' rights to work in an environment free of harassment as defined in the Canadian Human Rights Act, and confirms that harassment is not tolerated in the workplace.

21.02 The policy currently defines harassment as “any improper and unwelcome 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 personal humiliation or embarrassment, or any act of intimidation or threat. It includes harassment within the meaning of the Canadian Human Rights Act.”

21.03 In accordance with the Employer’s Harassment Prevention Policy and Guidelines, at the request of a complainant or respondent in a harassment complaint, and subject to the requirements of the Access to Information Act and the Privacy Act, the Employer will provide the complainant and/or respondent with an official copy of the harassment complaint investigation report.

21.04 The Employer and the Union agree that this Article does not create any substantive rights other than those set out in the Employer’s policy and that the provisions of the Employer’s Harassment Prevention Policy and Guidelines, dated May 12, 2006, accepted by UNDE, do not form part of this collective agreement. The Employer confirms its intent to keep a harassment prevention policy in place and to consult UNDE regarding any change to the policy. A copy of the revised policy shall be sent to the Bargaining Agent and to UNDE.

21.05 An employee who files a harassment grievance or complaint, who is the complainant, the respondent or a witness in a harassment complaint is entitled to have a Union representative present when meeting with the Employer or the investigator for the purpose of resolving the harassment grievance or complaint.

21.06 It is agreed that there will be no threat, coercion or discrimination by the Employer, the Alliance or their respective representatives against an employee because of age, race, religious belief or lack thereof, gender, sexual orientation or gender identity, marital status, national ancestry, social origin, political opinion or the exercise of any right under this Agreement or the law.

ARTICLE 22

PART-TIME EMPLOYEES

22.01 Unless otherwise stated in this Agreement, part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their weekly hours of work compared with the normal weekly hours of work of full-time employees. The benefits to which part-time employees are entitled include:

- (a) paid designated holidays in accordance with Article 14.05;
- (b) vacation pay and leave without pay in accordance with Article 15.10;

- (c) maternity leave, paternity leave, parental leave and adoption leave in accordance with Article 16.02 and sick leave in accordance with Article 16.01(2);
- (d) bereavement leave in accordance with Article 16.03;
- (e) court leave with pay in accordance with Article 16.04;
- (f) leave for jury duty in accordance with Article 16.05;
- (g) leave without pay in accordance with Article 16.06;
- (h) paid leave for emergency circumstances not attributable to the employee in accordance with Article 16.09;
- (i) family-related leave with pay in accordance with Article 16.10; and
- (j) caregiver and compassionate care leave in accordance with Article 16.11.

ARTICLE 23

BULLETIN BOARDS

23.01 The Employer shall set up bulletin boards in prominent areas of employee break rooms so that the Bargaining Agent or representatives can post messages of interest to Union members.

23.02 The posting of notices regarding Bargaining Unit meetings, names of Union representatives, social and recreational events as well as training courses shall not require the approval of the Employer. Any other posting must be submitted to the 2nd Canadian Division Support Group Commander or his delegate in advance for approval. Posting requests may be directed to the Human Resources Manager.

ARTICLE 24

REST AREAS

24.01 The Employer agrees to provide rest areas that are suitable for employees. The employees shall cooperate with the Employer to keep the rest areas clean and in good order.

ARTICLE 25

STATEMENT OF DUTIES AND INFORMATION

25.01 An employee shall be provided with an updated written job description detailing all duties and responsibilities of his/her position within ten (10) days of his/her written request. The classification level and the number of points allocated to the position shall be provided.

25.02 The Employer agrees to provide the local 10581, on a monthly basis, with all names, classifications, work locations and hiring dates of all new employees hired during the previous month.

25.03 The Employer and the Union agree to print the Collective Agreement on an alternate basis. The Employer shall print this Collective Agreement within ninety (90) days following the signing of the Collective Agreement. The Employer agrees to provide each employee and all new employees with a copy of the Collective Agreement in the language of their choice.

25.04 Upon written request and within a reasonable timeframe, an employee may access his/her personnel file in the presence of an authorized representative of the Employer and a Union Representative, if the employee so wishes. Copies of the documents shall be given to the employee at his/her request.

ARTICLE 26

UNIFORMS

26.01

- (a) The Employer shall provide free of charge the uniforms it requires the employees to wear; and
- (b) If the Employer requires an employee to wear a uniform that must be dry-cleaned, the Employer will pay the cost of dry-cleaning and determine how often within reason and where it will be done.

26.02 Where an employee is required to wear safety footwear as determined by the NPF Occupational Health and Safety Committee, once a year and upon presentation of a purchase invoice, the employee shall receive a maximum annual allowance of one hundred and eighty dollars (\$180) plus applicable taxes. If the employee has not used this allowance in a given year, it may be added to the following year's allowance, in which case, upon presentation of a purchase receipt, the employee shall receive a maximum allowance of three hundred dollars (\$300) plus applicable taxes.

26.03 The Employer agrees to have and enforce a policy regarding the purchase of uniforms and running shoes for fitness instructors and employees agree to benefit from this policy.

26.04 Where employees normally work outdoors or in coolers and/or freezers and protective clothing is deemed necessary, the Employer shall provide summer and/or

winter gloves and/or parkas. Such clothing shall remain the property of the Employer, who will be responsible for cleaning it as required.

In addition, the employer will ensure that a washer is available to clean the instructors' combat pants. In the event that a dryer is available, the instructors will have access to it for the combat pants.

ARTICLE 27

SHORTAGE POLICY

27.01 Employees assigned full responsibility for, and who have sole control to Non-Public Funds property, stock or cash will be required to reimburse the Employer for any shortages that occurred during the period that the employee had such responsibility and control. A hearing shall be held to obtain all of the relevant facts to make a decision. If the Employee so wishes, he/she may be accompanied by his/her Union representative. If required, the amount shall be claimed from the employee.

27.02 When two (2) or more employees are assigned responsibility for and have access to Non-Public Funds property, stock or cash, they shall not be held accountable to pay for shortages.

27.03 The Employer can implement, without notice, 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 grievance procedure.

27.04 A grievance arising out of the application of this Article may be referred to adjudication if necessary. The Union and the Employer agree not to contest the jurisdiction of the adjudicator appointed to rule on the dispute concerning the application of this Article.

27.05 The Employer shall provide secure facilities for the storage of cash.

ARTICLE 28

TRAVEL EXPENSES

28.01 Where the Employer requires an employee to travel in the performance of his/her duties or for a training course required by the Employer (excluding training courses required for certification such as National Lifeguard, Certified Personal Trainer, cardiopulmonary resuscitation [CPR] and basic first aid), the employee is entitled to be reimbursed for travel expenses in accordance with the provisions of the applicable directives.

ARTICLE 29

SEVERANCE PAY

29.01 Except for temporary employees, 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 the employee's control are:

- (a) Permanent closure of a facility;
- (b) Reduction of the workforce;
- (c) Reorganization; and
- (d) Permanent closure of a base.

29.02

(1) The severance pay for full-time employees as at July 1, 1992, is as follows:

(a) Length of service	Severance pay
0 to 12 months	2 weeks' pay
13 to 36 months	1 month's pay
37 to 60 months	2 months' pay
More than 60 months	3 months' pay

or

- (b) Two (2) weeks' pay for the first full year of continuous employment and one (1) week's pay for each full year of continuous employment, up to a maximum of thirty-two (32) weeks, whichever is greater;

(2) The severance pay entitlement for employees who became full-time or part-time employees after July 1st, 1992 shall be two (2) weeks of average weekly pay for the first full year of continuous employment and one (1) week of average weekly pay for each additional full year of continuous employment, up to a maximum of thirty-two (32) weeks.

29.03 The employee shall be served with this notice, in writing, at work or, if he/she is not at work, by registered mail.

29.04 Notice or pay in lieu of notice

- (a) Probationary employees: 2 weeks; and

- (b) Full-time and part-time employees: 1 month.

29.05

- (a) Full-time or part-time employees with ten (10) or more years of full-time or part-time service with NPF whose employment ends because of medical incapacity or death shall receive severance pay equal to one half (0.5) of one week's average weekly pay for each completed year of continuous employment, 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; and
- (c) In the case of death, the severance pay shall be payable to the employee's estate.

ARTICLE 30

GENERAL

30.01 Gender

When he, his or him are used in this Agreement, she, hers or her shall equally apply.

30.02 Official Texts

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

30.03 The Employer will provide an English version of this Agreement to those who will request it.

30.04 Based on operational requirements and at the Employer's discretion, part-time and full-time employees shall be offered training relating to their position. As much as possible and subject to operational restrictions, the said training shall be offered equitably between the full-time and part-time employees. When employees participate in such training, they shall be paid the hours during which they are in training.

ARTICLE 31

DURATION OF AGREEMENT

31.01 Unless otherwise stipulated, this Agreement shall become effective on the date it is ratified by the parties and shall remain in effect until the next Agreement is signed.

31.02 This Agreement shall expire on October 31, 2022.

SIGNED THIS _____ day of the month of _____ 2020

**STAFF OF THE
NON-PUBLIC FUNDS,
CANADIAN FORCES,
(Montreal Region)**

**PUBLIC SERVICE
ALLIANCE OF CANADA,
LOCAL 10581**

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

Yvon Barrière
Regional Executive Vice-President,
Quebec Region

Amy Lecompte
Negotiator, Senior Labour Relations Officer

Natalie Rainville
Negotiator, Public Service Alliance of Canada

Karine Côté
Member, Negotiating Committee

Samuel V. Côté
Member, Negotiating Committee

Philippe Ducharme
Member, Negotiating Committee

Antoine Viens
Member, Negotiating Committee

ANNEX A – PAY GRIDS

1 Nov 2019	START	12 MOS	24 MOS	36 MOS	48 MOS	60 MOS	72 MOS
1	\$12.50	\$12.60	\$12.70	\$12.80	\$12.90	\$13.00	\$13.10
2	\$12.57	\$12.67	\$12.77	\$12.87	\$12.97	\$13.07	\$13.20
3	\$12.66	\$12.78	\$12.89	\$13.01	\$13.12	\$13.23	\$14.82
4	\$12.79	\$12.92	\$13.05	\$13.20	\$13.72	\$14.40	\$16.17
5	\$12.93	\$13.59	\$13.87	\$15.15	\$16.00	\$16.81	\$18.85
6	\$15.25	\$16.53	\$16.86	\$18.42	\$19.42	\$20.41	\$22.90
7	\$16.11	\$18.31	\$20.01	\$22.02	\$23.02	\$24.22	\$27.40
8	\$19.33	\$21.36	\$21.98	\$23.81	\$25.02	\$26.28	\$29.61

1 May 2020	START	12 MOS	24 MOS	36 MOS	48 MOS	60 MOS	72 MOS
1	\$13.10	\$13.49	\$13.89	\$14.28	\$14.67	\$15.07	\$15.46
2	\$13.23	\$13.63	\$14.02	\$14.42	\$14.82	\$15.22	\$15.61
3	\$13.36	\$13.76	\$14.17	\$14.57	\$14.97	\$15.37	\$15.77
4	\$13.50	\$13.90	\$14.31	\$14.71	\$15.12	\$15.52	\$16.49
5	\$13.63	\$14.04	\$14.45	\$15.45	\$16.32	\$17.15	\$19.23
6	\$15.56	\$16.86	\$17.20	\$18.78	\$19.80	\$20.82	\$23.35
7	\$19.00	\$21.00	\$22.50	\$23.75	\$25.15	\$26.25	\$27.95
8	\$19.72	\$21.79	\$23.25	\$24.75	\$26.00	\$27.25	\$30.20

1 Nov 2021	START	12 MOS	24 MOS	36 MOS	48 MOS	60 MOS	72 MOS
1	\$13.30	\$13.70	\$14.09	\$14.49	\$14.89	\$15.29	\$15.69
2	\$13.43	\$13.83	\$14.24	\$14.64	\$15.04	\$15.44	\$15.85
3	\$13.56	\$13.97	\$14.38	\$14.78	\$15.19	\$15.60	\$16.01
4	\$13.70	\$14.11	\$14.52	\$14.93	\$15.34	\$15.75	\$16.74
5	\$13.84	\$14.25	\$14.67	\$15.69	\$16.56	\$17.40	\$19.51
6	\$15.79	\$17.12	\$17.46	\$19.07	\$20.10	\$21.14	\$23.71
7	\$19.29	\$21.32	\$22.84	\$24.11	\$25.53	\$26.64	\$28.37
8	\$20.02	\$22.12	\$23.60	\$25.12	\$26.39	\$27.66	\$30.66

ANNEX B – PAY NOTES

- A. Subject to ratification of the agreement by the Union and the Employer, effective November 1st, 2019, the appropriate pay grid above will be implemented. Existing employees on the date of ratification will be placed in the pay grid at the same step as in the current pay grid.
- B. An employee whose rate of pay is above the top step increment will not have his/her current rate of pay reduced, but will retain his/her current rate of pay until the top step increment of the pay band for his/her job exceeds his/her rate of pay; at that point, the rate of pay for the employee will increase to the closest rate on the band.
- C. Effective May 1st, 2020, the appropriate pay grid above will be implemented.
- D. Effective November 1st, 2021, the appropriate pay grid above will be implemented.
- E. Minimum Wage Adjustment

If the provincial wage increases after November 1st, 2021, the following conditions will apply.

- (1) If the minimum wage increases on the same date as one of the negotiated grids comes into effect, that grid will remain the grid in effect on that date. However, rates of pay will be set at the greater of the negotiated rate or the rate determined by the minimum wage adjustment formula below.
- (2) If the minimum wage increases on a date that is not aligned with the implementation of a negotiated grid, the next negotiated grid will be implemented on the date the minimum wage will increase. However, rates of pay will be set at the greater of the negotiated rate or the rate determined by the minimum wage adjustment formula below.
- (3) If the minimum wage increases after the implementation of the last grid of the Agreement, the rates of pay will first be set at the greater of the current rates of pay or the rate determined by the minimum wage adjustment formula below. In this case, the next negotiated grid, once ratified, will come into effect on the day the minimum wage is increased. However, only employees actively on strength on the day the new agreement is ratified will be entitled to retroactive wage adjustment.

Minimum Wage Adjustment Formula

Effective date of minimum wage increase	START	12 MOS	24 MOS	36 MOS	48 MOS	60 MOS	72 MOS
Pay Band 1	Minimum Wage	PB 1 start + 3%	PB 1 start + 6%	PB 1 start + 9%	PB 1 start + 12%	PB 1 start + 15%	PB 1 start + 18%
Pay Band 2	PB 1 start + 1%	PB 2 start + 3%	PB 2 start + 6%	PB 2 start + 9%	PB 2 start + 12%	PB 2 start + 15%	PB 2 start + 18%
Pay Band 3	PB 2 start + 1%	PB 3 start + 3%	PB 3 start + 6%	PB 3 start + 9%	PB 3 start + 12%	PB 3 start + 15%	PB 3 start + 18%
Pay Band 4	PB 3 start + 1%	PB 3 12 MO + 1%	PB 3 24 MO + 1%	PB 3 36 MO + 1%	PB 3 48 MO + 1%	PB 3 60 MO + 1%	PB 3 72 MO + 1%
Pay Band 5	PB 4 start + 1%	PB 4 12 MO + 1%	PB 4 24 MO + 1%	PB 4 36 MO + 1%	PB 4 48 MO + 1%	PB 4 60 MO + 1%	PB 4 72 MO + 1%
Pay Band 6	PB 5 start + 1%	PB 5 12 MO + 1%	PB 5 24 MO + 1%	PB 5 36 MO + 1%	PB 5 48 MO + 1%	PB 5 60 MO + 1%	PB 5 72 MO + 1%
Pay Band 7	PB 6 start + 1%	PB 6 12 MO + 1%	PB 6 24 MO + 1%	PB 6 36 MO + 1%	PB 6 48 MO + 1%	PB 6 60 MO + 1%	PB 6 72 MO + 1%
Pay Band 8	PB 7 start + 1%	PB 7 12 MO + 1%	PB 7 24 MO + 1%	PB 7 36 MO + 1%	PB 7 48 MO + 1%	PB 7 60 MO + 1%	PB 7 72 MO + 1%

- F. An employee whose rate of pay is above the top step increment of the pay band for his/her job will not have his/her pay reduced, but will retain his/her current rate of pay until the top step increment exceeds his/her rate of pay; at this point, the rate of pay of the employee will increase to the rate of pay in the pay band for his/her job that is closest to but not less than his/her current rate of pay.
- G. The Agreement will expire on October 30, 2022.

LETTER OF UNDERSTANDING #1

PRIVATE FUNCTIONS

Part-time employees of the cafeterias and various Messes/Clubs may work for private functions without the hours worked being included in their average regular hours worked.

A private function is any function that is not funded by the Mess Committee or the outlet concerned such as a wedding, a Christmas reception, a golf tournament or a Mess reservation.

LETTER OF UNDERSTANDING #2

CONCESSION

The Employer has no plans to close NPF outlets or eliminate NPF positions within the Bargaining Unit as a result of subcontracting. If, during the term of this Agreement, the Employer determines that such a reorganization is necessary and results in the elimination of positions held by employees within the Bargaining Unit, the Employer agrees to meet with the Public Service Alliance of Canada and the Local Union to discuss employment options for the affected employees, with respect to any reassignment or other resulting implications. Employees will continue to receive the same benefits that had been granted to them. This meeting shall take place as soon as possible before the positions are eliminated and, to the extent possible and subject to operational constraints, at least ninety (90) days before such elimination. This Agreement does not cancel any provision of Article 5 of the Collective Agreement.

LETTER OF UNDERSTANDING #3

SICK LEAVE PLAN

The Employer has a policy concerning sick leave for non-unionized full-time employees; this policy is set out in section 6 of the NPF Human Resources Policy manual (NPF HRPOL). Should the provisions of that policy be better than the provisions of Article 16.01, during the term of this Agreement, the full-time employees within the Bargaining Unit shall be entitled to the sick leave provisions of section 6 of the NPF HRPOL.

LETTER OF UNDERSTANDING #4

CONSULTATION

The Employer shall add group insurance matters mentioned in Article 20.02 to the agenda of the next NPF Employee-Management Relations Committee (EMRC) meeting.

The Employer shall add the matters of bilingualism bonuses and pay for temporary assignments, acting positions and secondments on the agenda of the next NPF EMRC meeting.

LETTER OF UNDERSTANDING #5

REEVALUATIONS OR RECLASSIFICATIONS

Notwithstanding the provisions of the Collective Agreement concerning job reevaluations and reclassifications, if a mistake in the evaluation of an employee's job is corrected by reevaluating it at a higher level without making changes to the employee's job, effective the date the reevaluation is completed, the employee shall be placed at the higher pay band, on the same increment that applied prior to the reevaluation, and the employee's anniversary date for the purpose of future pay increases shall remain unchanged. This does not apply to circumstances in which the employee's duties or responsibilities have gradually changed over time.

LETTER OF UNDERSTANDING #6

JOB POSTERS

Employees can view job posters within the Bargaining Unit as well as other NPF positions on the Employer's website. In addition, employees can register through the Employer's website to create email alerts of targeted job competition for NPF vacancies.

Job posters for NPF vacancies within the Bargaining Unit will also be placed on the bulletin boards at the Human Resources office and rotunda.

LETTER OF UNDERSTANDING #7

JUNIOR RANGERS

When an employee has been scheduled for overtime for the purposes of the Junior Rangers' recreational program, and the Employer cancels that overtime, in whole or in part, less than three (3) hours in advance, the employee shall be paid for the scheduled overtime.

LETTER OF UNDERSTANDING #8

ASSIGNMENTS OF FITNESS AND SPORTS INSTRUCTORS

The Fitness and Sports Instructors (the Instructors) who work in the Montreal region may be appointed to an assignment based on the operational requirements of his/her outlet.

When such an assignment becomes available, the employer will notify all the Instructors in writing. Instructors interested in the available assignment must express their interest to the Employer in writing within twenty-four (24) hours after the Employer has issued the notice.

The employer, taking seniority and preferences into consideration, will offer the available assignment to the Instructor who has the experience and skills required to do the job. If no employee expresses his/her interest in writing within twenty-four (24) hours after the Employer's notice, the employee with the required experience and skills to ensure his/her success in the performance of his/her duties will get the assignment.

The maximum duration of an assignment will be six (6) months. However, this will not prevent an employee from expressing an interest in keeping his/her assignment when it becomes available again after six (6) months.

If necessary, the Employer reserves the right to realign assignments to meet operational requirements.

LETTER OF UNDERSTANDING #9

NOTICE OF POLICY CHANGES

When the Employer notifies managers that there have been changes to the Employer's policies (e.g. changes to the Human Resources policies of the Staff of the Non-Public Funds, Canadian Forces), a copy of this notice will be sent to the Local Union President, who will be able to obtain a copy of the policy from the Employer's website.

LETTER OF UNDERSTANDING #10

MULTIPLE EMPLOYMENT

With the approval of the concerned outlets' managers, an employee who is interested and qualified may work in a position other than his/her substantive

position, thereby creating multiple employment, provided this does not create a conflict with the employee's existing work schedule. In such cases, the employee shall receive the second position's regular rate of pay for the hours worked in that position. This pay shall be taken into account in calculating union dues, but shall not be included in pensionable earnings or in calculating benefits or average weekly pay. Hours worked in the second job shall not be considered overtime, shall not be included in averaging of regular working hours or overtime calculations and shall not change the employee's employment status. The employee will have no seniority in the second job.

LETTER OF UNDERSTANDING #11

ADDITIONAL HOURS

The parties to this Letter of Understanding agree to use Article 11.14 of this Collective Agreement to reduce the use of casual employees and to control the allocation of overtime to members of the Bargaining Unit. This letter is also intended to provide a framework for the allocation of hours resulting from anticipated employee absences (e.g. vacation, leave without pay, maternity leave, illness, injury and long-term disability).

LETTER OF UNDERSTANDING #12

DUTIES PERFORMED BY THE BARGAINING UNIT EMPLOYEES

Except in an emergency or in circumstances where positions within the Bargaining Unit are vacant and/or no employee within the Bargaining Unit is available and qualified to do the work, NPF employees who are not part of the Bargaining Unit shall not carry out duties normally carried out by employees within the Bargaining Unit. This agreement does not prevent the Employer from using casual employees to carry out duties normally carried out by employees of the Bargaining Unit, provided this does not reduce the number of positions within the Bargaining Unit or the hours of work of employees who are members of the Bargaining Unit. In addition, this Letter of Understanding does not cancel, alter or reduce any provision of Article 5 of the Collective Agreement.

NEW LETTER OF UNDERSTANDING #13

TRANSITION TO RETIREMENT

The Employer shall undertake the necessary research with the people responsible for the NPF Pension Plan text to explore the possibility of having a retirement transition program.

NEW LETTER OF UNDERSTANDING #14

RETIREMENT TRAINING

Retirement training will be provided to all employees with access to the pension plan. This training will be offered when there is a sufficient number of employees (minimum of 4) requesting it.

In addition, upon hiring, the employee will have access to the tools on the pension website at www.cfmws.com/pension.

NEW LETTER OF UNDERSTANDING #15

PSP SCHEDULES

PSP Management is committed to work schedules that include two (2) consecutive days off for each employee after five (5) consecutive working days, as operational requirements dictate. However, an employee may advise the employer in writing that he/she wishes to waive a schedule with two (2) consecutive days off.

NEW LETTER OF UNDERSTANDING #16

TASKS PRIOR TO THE EXECUTION AND THE COMPLETION OF WORK

Where the Employer determines that there is a need to perform preparatory and/or end-of-day tasks due to the nature of the work, the Employer agrees to schedule employees accordingly.