

SOURCE	Cdn. Forces	
EFF.	87	03/01
TERM.	89	03/31
No. OF EMPLOYEES	29	
NOMBRE D'EMPLOYÉS	29	

AGREEMENT

BETWEEN

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

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

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

CANADIAN FORCES BASE AT OTTAWA

EXPIRY DATE: 31 MARCH 1989

Code: 126A/2/88

OCT 12 1989

0750002

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
1	- PURPOSE OF AGREEMENT	1
2	- RECOGNITION	1
3	- INTERPRETATION & DEFINITIONS	1
4	- STATE SECURITY	2
5	- MANAGERIAL RIGHTS	2
6	- FUTURE LEGISLATION & THE COLLECTIVE AGREEMENT	3
7	- CHECK-OFF	3
8	- APPOINTMENT OF REPRESENTATIVES	4
9	- LEAVE FOR REPRESENTATIVES & ACCESS TO PREMISES	4
10	- SAFETY	5
11	- HOURS OF WORK	6
12	- OVERTIME	6
13	- SENIORITY	7
14	- DESIGNATED HOLIDAYS	9
15	- VACATION LEAVE	11
16	- LEAVE GENERAL	13
17	- GRIEVANCE PROCEDURES	18
18	- PAY ADMINISTRATION	22
19	- CONSULTATION	23
20	- DISMISSAL AND SUSPENSION	24
21	- REST PERIODS	25

<u>ARTICLE</u>		<u>PAGE</u>
22 -	BULLETIN BOARDS	26
23 -	REST AREA	26
24 -	UNIFORMS	26
25 -	CALL-IN	26
26 -	CALL-BACK	27
27 -	INFORMATION FOR EMPLOYEES	27
28 -	PART-TIME EMPLOYEES	27
29 -	LABOUR - MANAGEMENT RELATIONS COMMITTEE	28
30 -	GENERAL	28
31 -	DURATION OF AGREEMENT	29
APPENDIX A - PAY RATES - CFB OTTAWA		30

ARTICLE 1

PURPOSE OF AGREEMENT

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

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

ARTICLE 2

RECOGNITION

2.01 The Employer recognizes the Public Service Alliance of Canada, certified by the Public Service Staff Relations Board on 2 November 1984, as exclusive bargaining agent for all employees of the Employer in the Administrative Support Category employed at Canadian Forces Base Ottawa, Ontario save and except Managers.

ARTICLE 3

INTERPRETATION AND DEFINITIONS

3.01 For the purpose of this Agreement:

- (a) Full-time Employee means an employee who has completed the probationary period and is employed on a continuing basis for twenty-seven (27) or more hours per week;
- (b) Part-time Employee means an employee who may be employed on a continuous basis but works less than twenty-seven (27) hours per week and more than twelve and one-half (12½) hours per week; and

4

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

- (1) supervisory - three (3) months;
- (2) non-supervisory - two (2) months.

ARTICLE 4

STATE SECURITY

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

ARTICLE 5

MANAGERIAL RIGHTS

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

- (a) to plan, direct and control operations; to determine methods, processes, equipment and other operating matters; to determine the location of facilities and the extent to which these facilities or parts thereof shall operate;
- (b) to direct the working forces including the right to decide on the number of employees, to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline employees including suspension and discharge for just cause;

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

5.02 New NPF employees may be released during the probationary period for 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 If any law now in force or enacted during the term of this Agreement renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The parties shall thereupon seek to negotiate substitute provisions which conform with the applicable law.

ARTICLE 7

CHECK-OFF

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

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

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

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

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

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

ARTICLE 8

APPOINTMENT OF REPRESENTATIVES

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

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

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

ARTICLE 9

LEAVE FOR REPRESENTATIVES AND ACCESS TO PREMISES

9.01 A representative shall obtain the permission of her manager before leaving her work to investigate complaints that lie within the jurisdiction agreed to in Article 8, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to her manager before resuming her normal duties.

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

9.03 The Union shall notify the Employer promptly and in writing of the names and positions of its accredited officials. The Employer agrees that accredited officials of the Union may be granted access to the Employer's premises upon request and following the consent of the Base Commander or his delegate. Such approval shall not be unreasonably withheld.

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

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

ARTICLE 10

SAFETY

10.01 The Employer agrees to maintain reasonable provisions for the safety of its employees during the hours of employment and to provide a general safety program.

10.02 It is the responsibility of the employee to observe the safety rules, to wear and use safety equipment according to instructions and to immediately advise her supervisor of any unsafe working conditions.

10.03 The Employer shall not require an employee to work under unsafe conditions. The Employer and the Union recognize that the environment standards are those issued under the Canada Labour Code.

10.04 The Union shall appoint an employee as its representative on the Joint Health and Safety Committee. The Bargaining Unit representative who attends health and safety meetings called by the Employer shall be paid for all such time under the terms of the Collective Agreement.

ARTICLE 11

HOURS OF WORK

11.01 The normal hours of work shall not exceed thirty-seven and a half (37½) hours per week divided into five (5) consecutive seven and

a half (7½) hour working days, Monday through Friday between the hours of 7 a.m. and 4 p.m.

11.02 Meal periods shall be scheduled to ensure that employees are given a meal break. When employees are not scheduled to take a meal break or are required to work their meal break, the employee shall be paid for the meal period.

11.03 If an employee is scheduled for work and she reports to work and there is either no work available or insufficient work available, she shall be paid a minimum of three (3) hours pay at her, regular rate.

11.04 Where scheduled hours are to be changed so that they are different from those presently in existence, the Employer, except in cases of emergency, shall consult in advance with the Union on such proposed hours of work. The Employer will where practicable, accommodate such employee representations that may be conveyed by these representatives.

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

ARTICLE 12

OVERTIME

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

- a. Double time for all overtime worked in excess of the first seven and one-half (7½) consecutive hours of overtime on the normal working day;
- b. Double time for all overtime worked in excess of the first seven and one-half (7½) consecutive hours of overtime on the first day of rest; and
- ci Double time for all time worked on the second and subsequent days of rest.

12.02 Overtime shall be compensated in money except where on request of an employee and with the approval of the Employer overtime

may be compensated in equivalent leave with pay within sixty (60) days of the overtime worked. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

ARTICLE 13

SENIORITY

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

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

13.03 When a new job within the Bargaining Unit is created or where an employee is assigned to a classification for which no rate is stipulated by the Pay Schedule of Appendix A, the Employer will promptly inform and discuss with the Union the wage level to be established for the new job and the job duties involved. After the job has been in effect for a trial period of thirty (30) working days, the wage rate may be brought up again for discussion between the Employer and the Bargaining Agent. If no agreement is reached as a result of such discussion, the rate established will remain in effect until the next negotiations. The rate of pay negotiated shall be retroactive to the date of creation of the new job.

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

- 13.05
- a. Where a position is reclassified to a higher level, the incumbent of that position shall automatically be classified to this level, effective the date of reclassification.
 - b. Where a position is reclassified to a lower level, the incumbent of that position shall, as long as she occupies that position, be protected against any loss or reduction in wages and benefits, and shall receive all

negotiated increases in wages and benefits **as** though the reclassification had not taken place.

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

- a. She voluntarily leaves her employment with the Employer;
- b. She is discharged for cause;
- c. She **has been laid-off** for a continuous period of **six (6)** months;
- d. She has been laid-off and is recalled to work and fails to return to work or to give in writing valid reasons for her inability to do so within three (3) working days of the date she had been requested by the Employer, in writing, by registered mail, to return to work. In order to be eligible for recall from lay-off the employee must provide the Employer with her current mailing address and telephone number;
- e. She overstays a period of leave granted by the Employer without securing an extension of such leave;
- f. She absent⁶ herself from her work for more than **three (3)** working days without securing leave or without producing evidence of a valid reason **satisfactory** to the Employer. It is understood and agreed that this Article does not permit or sanction absences of three (3) days or less without reasons **satisfactory** to the Employer; and
- g. She is a full-time employee and is employed full-time with another Employer.

13.07 When a full-time employee is laid-off due to lack of work and there is part-time work available in the Bargaining Unit, if the full-time employee so requests, she shall be given preference to work such part-time work if she is able and qualified to perform such work. She shall be paid at the hourly rate of pay of the job title of the part-time work. A full-time employee who accepts part-time work shall be given the first opportunity, consistent with her seniority, to reconvert to full-time status provided that she has the experience, ability, skill and fitness to do the job required.

13.08 In matters of lay-offs, recall after lay-off, and reduction of full-time employee to a part-time employee, the principle of seniority, as applied by outlets, shall be recognized by the Employer, provided the senior employee has the experience, ability, skill and fitness to do the job required. For the purpose of this paragraph, outlets are designated as follows:

- a. CANEX;
- b. NPF Accounts Section;
- c. Messes; and
- d. All others.

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

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

ARTICLE 14

DESIGNATED HOLIDAYS

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

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

- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day

14.02 Employees are entitled to designated holidays with pay listed in Article 14.01 when:

- a. she works her scheduled day before and her scheduled day after the designated holiday, unless the absence is due to personal injury, illness, leave with pay or leave without pay;
- b. in the case of a part-time employee who works at least fifteen (15) days in the thirty (30) calendar days immediately preceding the designated holiday;
- c. she has been employed with the Employer a minimum of thirty (30) calendar days: and
- d. she is not on an authorized leave of absence without pay.

14.03 An employee who is entitled to a designated holiday and is required to work on that designated holiday or the day on which the holiday is moved to will be:

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

14.04 If an employee is not entitled to a designated holiday but is required to work on the designated holiday she shall be paid at a rate at least equal to one and one-half times her regular rate of pay for the time worked by her on that day.

14.05 When an employee is entitled to a designated holiday and the designated holiday falls on a day that is a non-working day for an employee, the employee is entitled to and shall be granted a

holiday with pay on the working day immediately following the designated holiday.

ARTICLE 15

VACATION LEAVE

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

<u>Continuous Full-Time Employment</u>	<u>Entitlement</u>
On completion of 1 year's continuous full-time employment	10 working days
On completion of 3 year's continuous full-time employment	15 working days
On completion of 9 year's continuous full-time employment	20 working days (effective 1 March 1988)
On completion of 20 year's continuous full-time employment	25 working days (effective 1 March 1988)

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

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

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

15.05 An employes shall give the Employer at least one month's notice in writing regarding the actual dates on which she desires to take her vacation if the period of vacation is in excess of four (4) days.

15.06 Vacation leave shall not be cumulative from year to year under normal circumstances.

15.07 It is realized that occasionally vacations cannot be taken during the vacation period because of illness, job requirements or

other exceptional circumstances. In such cases vacations may be carried over the next vacation period with the approval of the Base Commander or his delegate. Applications for vacation carryover shall be submitted in writing.

15.08 Pay for vacation shall be given to the employee prior to the beginning of her vacation period upon the written request of the employee at least two weeks in advance.

15.09 When a holiday as defined in Article 14.01 falls within the employee's paid vacation period the employee will be permitted to take one (1) extra day of vacation with pay consecutive with her vacation.

15.10 The vacation year shall commence on March 1 and end on the last day of February- The normal vacation period shall be from June 1 and end September 30. The vacation schedule shall be posted prior to the vacation period and such vacations will be granted on the basis of seniority in the facility.

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

15.12' An employee is entitled to be informed, upon request, of the balance of her vacation entitlement.

15.13 Notwithstanding the above provisions, an employee converting from part-time to full-time status at CFB Ottawa may count her previous continuous part-time employment at CFB Ottawa towards full-time vacation entitlement as follows:

- (a) Less than five (5) years of continuous part-time service - one half ($\frac{1}{2}$) of the previous service, eg, four (4) years part-time = two (2) years full-time.
- (b) Five (5) or more years of continuous part-time service - all of the previous service, eg, six (6) years part-time = six (6) years full-time.

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

ARTICLE 16

LEAVE GENERAL

16.01 **Sick Leave Plan**

- (a) All full-time **employees** who have **completed** their probation period **are** included in this plan.
- (b) Sick leave benefits provide the employee with salary protection as follows:

<u>Continuous Full-Time Employment</u>	<u>Entitlement</u>
3 months but less than 2 years	17 weeks at 66-2/32 of salary
2 years but less than 5 years	First 4 weeks at 100% salary and remaining 13 weeks at 75%
5 years but less than 7 years	First 9 weeks at 100% salary and remaining 8 weeks at 75%
7 years but less than 10 years	First 13 weeks at 100% salary and remaining 4 weeks at 75%
10 years and over	17 weeks at 100% salary

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

- (1) The employee must notify her manager of her absence prior to her regular starting time on the first day of absence or as soon as possible at which time she will indicate the reason for the absence and the expected date of return;
- (2) A medical certificate signed by a doctor must be provided for each absence in excess of three (3) working days. The Employer reserves the right to require a medical certificate for any period of illness provided that the employee is advised in writing of the requirement beforehand. Prolonged or frequent illness may require additional certificates at the expense of the Employer from the employee's doctor or a doctor mutually agreed upon.

(3) **An** employee on maternity leave, in accordance with Article 16.02 will not be eligible for coverage under the sick leave plan.

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

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

- a. **Less** than five (5) years of continuous part-time service = one-half ($\frac{1}{2}$) of the previous service, eg. four (4) years part-time = two (2) years full-time.
- b. Five (5) or more years of continuous part-time service = all of the previous service, eg. six (6) years part-time = six (6) years full-time.

Leave **r** Employe with | Care Responsibilities

16.03 Every employee who has completed **six (6)** consecutive months of employment with the **Employer** is entitled to a leave of absence without pay as follows:

- a. **Maternity.** Where an employee provides her Employer with a certificate of a qualified medical practitioner certifying that she is pregnant, the employee is entitled to and shall be granted a leave of absence without pay from employment for up to seventeen (17) weeks. Such leave may commence not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual day of her confinement.
- b. **Child Care.** Where an employee has or will have the actual care and custody of a new-born child, that employee is entitled to and shall be granted a leave of absence without pay from employment of up to twenty-four (24) weeks commencing, as the employee elects :

1) In the case of a female employee

- (a) on the expiration of any leave of absence **taken** for maternity purposes; or
- (b) on the day the child **is** born or comes into her care and custody.

11) In the case of a male employee

- (a) on the expiration of any leave of absence granted to the mother for maternity leave; or
- (b) on the **day** the child is born or **comes** into his actual care and custody.

16.04 The aggregate amount of leave **of** absence that may be taken by **two** employees for child care responsibilities **will not exceed** twenty-four **(24)** weeks.

16.05 Every employee **is to give at least four (4) weeks** notice in writing to the Employer **of** the intent to take leave for employees with child care responsibilities and of any change in length of leave intended **to** be taken.

16.06 An employee returning from such leave **shall** be reinstated into the position occupied at the time the leave commenced, or **in a** comparable position in the **same** location, with not less than the **same** wages and benefits. If during the period **of** leave, the salary and benefits **of the** group to which the employee belongs **are** changed **as a** result **of a** reorganization, **and/or a** renewal **of** the Collective Agreement, the employee is entitled upon return from leave to receive the **same** salary and benefits that the employee would have received had she been working when the reorganization and/or renewal **of** the Collective Agreement took place. An employee on leave will be notified in writing **if** such **a** change occurred.

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

16.08 The employee shall, along with the request for such leave without pay, notify the Employer in **writing** of the options concerning **the Pension and** Group Insurance Benefits. If these benefits are to be continued, arrangements will be made for the employee to **make** the necessary contributions.

16.09 Maternity Leave Allowance. An employee leaving **on** maternity leave shall **be** granted **a two (2)** week allowance equal to the benefits

the employee would receive from Unemployment Insurance Canada in accordance with the following conditions :

- a. after completion of **six (6)** months continuous employment, an employee who provides the Employer with proof that she has applied for and **is** eligible to receive unemployment insurance benefits pursuant to section 30, of the Unemployment Insurance Act, 1971 shall **be** paid an allowance in accordance with the Supplementary Unemployment Benefit Plan;
- b. an employee who receives the allowance shall return to work for a period of **30** working days on the date of the expiry of maternity leave unless the date is modified with the Employer's consent or unless the employee **is** then entitled to another leave provided for in this agreement; **and**
- c. should the employee fail to return to work as per the provisions of sub-para b, above the employee recognizes that she **is** in debt to the Employer **for** the full amount of the allowance.

16.10 The Employer will grant to an employee, one (1) day's leave with pay for needs directly related to the birth or adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.

16.11 Bereavement Leave With Pay

- (a) An employee will be given leave with pay for three (3) days immediately following the death of a member of her immediate family and for one (1) day in the case of a distant relative. In addition she may be granted up to two (2) days leave with pay for the purpose of travel related to the death-
- (b) For the purpose of this Agreement, immediate family will comprise anyone of the following; brother or sister, mother or father, father-in-law or mother-in-law, husband or wife, son or daughter and grandparents; and distant relatives will be any of the following; ~~grandson or granddaughter, brother-in-law or sister-in-law, son-in-law or daughter-in-law.~~
- (c) Should the periods mentioned above contain one or more non-working days (for example, Sunday or day off), the employee may claim leave with pay only for the actual days of work she will have missed.

16.12 Court Leave With Pay

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

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

OR

- (e) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

The Employer agrees to make up the difference, if any, between the amount paid her for witness fees and the amount she would have earned had she worked on the day she was to appear as a witness. This does not apply if the employee is excused from witness duty for the rest of the day or days and fails to report back to work. The employee must promptly notify the Employer that she has been summoned as a witness.

16.13 Jury Duty

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

16.14 Leave of Absence Without Pay

An employee may be granted a leave of absence without pay provided she receives permission in advance from the employer in writing. Such leave of absence will not be unreasonably withheld. Under no circumstances shall any leave of absence be approved for a period in excess of six (6) months. During approved periods of absence in excess of two continuous weeks an employee will not be eligible for any of the benefits provided for in this Agreement. Insurance premiums for benefits listed in Article 19.02 may be continued at the request of the employee. The employee will, be responsible for both the employee and the Employer share of the premiums. The employee shall be restored to her former position or to a similar position at the then prevailing wage rate at the expiration of the leave of absence.

16.15 When operational requirements permit, the Employer will grant leave without pay to a maximum of two (2) employees for the purpose of attending negotiation meetings, conciliation board or arbitration tribunal meetings concerning Local 684.

16.16 Where operational requirements permit, the Employer will grant leave without pay in accordance with Article 16.14, to an employee for the purpose of attending training courses of the Union.

16.17 No employee will be entitled to a designated holiday, vacation or any other leave with pay during the period she is on leave of absence without pay, under suspension or on layoff.

ARTICLE 17

GRIEVANCE PROCEDURES

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

17.02 The grievance procedure provides an informal or oral complaint stage for employees, and Managers are available for private consultations with an employee who wishes to discuss a complaint or grievance. Before a formal grievance is presented, the employee is encouraged to discuss it as an oral complaint with the manager concerned, either privately or, if requested, in the presence of a representative of the union. If the employee is not satisfied with.

the result of such discussions, a formal grievance may then be presented.

17.03 The Employer shall designate a senior representative for the first responding level and shall inform each employee to whom the procedure applies of the name or title of the person so designated. This information shall be communicated to employees by means of notices posted by the employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Union. The second level will be the Base Commander or his delegate and the final level will be the Minister of National Defence or his delegate.

17.04 Subject to and as provided in Section 90 of the Public Service Staff Relations Act, an employee who feels that she has been treated unjustly or considers herself 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 her specific complaint, such procedure must be followed, and
- (b) where the grievance relates to the interpretation or application of this Collective Agreement or an Arbitral Award, she is not entitled to present the grievance unless she has the approval of and is represented by the Union.

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

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

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

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

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

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

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

17.10 A grievance shall be presented by an employee:

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

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

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

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

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

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

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

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

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

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

17.19 When **a** grievance that may **be** presented by an employee to adjudication is **a** grievance relating **to** the interpretation or application in respect **of** her of a provision of **a** Collective Agreement or **an** Arbitral Award, the employee **is** not entitled to refer the grievance **to** adjudication unless the Union for the bargaining **unit** to which the Collective Agreement **or** Arbitral **Award** applies signifies **in prescribed** manner:

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

ARTICLE 18

PAY ADMINISTRATION

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

18.02 The probationary rate in the Pay Schedule of Appendix "A" shall be ninety (90) percent of the full rate of the position and shall be paid to new employees on hire. This rate shall not be lower than the Federal Minimum Wage. On completion of the probationary period employees shall receive the full rate of their positions.

18.03 a. When an employee is required by the Employer, in writing, to temporarily perform the duties of a higher classification in the Bargaining Unit for four (4) or more consecutive working days, she shall be paid as if she has been appointed to that higher classification level for that period from the first (1st) day.

b. When an employee is required, in writing, by the Employer to temporarily perform duties outside the Bargaining Unit for four (4) consecutive working days or more, she will be paid an increment of ten (10) percent of her rate of pay for that period from the first (1st) day.

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

18.05 An employee shall not have her salary reduced by reason of a change in the Classification of her position that is caused other than by the employee herself.

18.06 When a new job within the Bargaining Unit is created or where an employee is assigned to a classification for which no rate is stipulated by the Pay Schedule of Appendix A, the Employer will promptly inform and discuss with the Union the wage level to be established for the new job and the job duties involved. After the job has been in effect for a trial period of thirty (30) working days, the wage rate may be brought up again for discussion between the Employer and the Bargaining Agent. If no agreement is reached as a result of such discussion, the rate established will remain in effect until the next negotiations. The rate of pay negotiated shall be retroactive to the date of creation of the new job.

- 18.07 a. Where a position is reclassified to a higher level, the incumbent of that position shall automatically be classified to this level, effective the date of reclassification.
- b- Where a position is reclassified to a lower level, the incumbent of that position shall, as long as she occupies that position, be protected against any loss or reduction in wages and benefits, and shall receive all negotiated increases in wages and benefits as though the reclassification had not taken place.

18.08 An employee recalled from layoff in accordance with Article 13.04, to a classification with a lower rate of pay than the rate of pay of her former classification, shall be paid the rate of pay specified in Appendix A for the new classification to which she is appointed. Notwithstanding the foregoing the employee will retain the seniority of her former classification for six (6) months from the date she was placed on the layoff list of the outlet concerned.

18.09 Payments provided under the provisions of Articles 12 (Overtime), 14 (Designated Holidays), 25 (Call-in) and 26 (Call-Back) shall not be pyramided, that is an employee shall not receive more than one (1) compensation for the same service. An employee will be compensated at the highest eligible rate for the service.

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

18.11 Pay cheques shall be dated and placed in envelopes. Except for circumstances beyond the control of the Employer, cheques shall be distributed by noon every second Thursday.

ARTICLE 19

CONSULTATION

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

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

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

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

ARTICLE 20

DISMISSAL) SUSPENSION

20.01 Disciplinary measures are intended to be corrective rather than punitive in nature. They should serve to:

- (a) correct an employee's misconduct by deterring similar acts of misconduct in the future; and
- (b) motivate that employee to observe required standards of conduct.

20.02 Failing to Report to Work

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

20.03 Notice of Suspension and Dismissal

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

20.04 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after eighteen (18) months has elapsed if there was no further disciplinary action recorded during the year.

20.05 Discipline and Discharge Application

Before disciplinary action can be taken against an employee :

- a. there must be an incident or act calling for a reaction;
- b. there must be proof of the employee's involvement in the incident or commission of the act; and
- c. the employee must be made aware of the allegations against her including the evidence and be given an opportunity to present her version of the facts with Union or other representation if she requests.

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

20.07 All full-time and part-time employees must be provided with written notice at the time of discharge or release which must state:

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

ARTICLE 21

REST PERIODS

21.01 Each employee shall be granted a rest period of fifteen (15) minutes during each working day of not less than three hours, except in those operations which normally employ only one person the rest period shall remain as per past practice unless changes are mutually agreed upon. Such rest periods shall not be allocated within one (1)

hour of a meal period or within one (1) hour of starting or quitting time. An employee will not be entitled to more than two (2) rest periods in a seven and one-half (7½) hour work day.

ARTICLE 22

BULLETIN BOARDS

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

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

22.03 The mail distribution system of the Employer shall be made available for use by the Union provided there is no additional cost to the Employer.

ARTICLE 23

REST AREA

23.01 The Employer agrees to provide adequate rest areas to employees. Employees shall cooperate with the Employer in keeping the rest areas in a clean and sanitary condition.

ARTICLE 24

UNIFORMS

24.01 Uniforms which the Employer requires shall be furnished to the employee by the Employer without charge.

ARTICLE 25

CALL-IN

25.01 An employee called in and who reports to work shall receive a minimum of three (3) hours pay at her applicable rate of pay.

ARTICLE 26

CALL-BACK

26.01 If an employee is called back to work and returns to work, she shall be entitled to a minimum of three (3) hours pay at one and one half ($1\frac{1}{2}$) times her regular rate of pay, provided that the period worked by the employee is not contiguous to the employee's normal hours of work and she was not notified of such overtime requirement prior to completing her last period of work.

ARTICLE 27

INFORMATION FOR EMPLOYEES

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

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

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

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

ARTICLE 28

PART-TIME EMPLOYEES

28.01 Unless otherwise provided for in this Agreement part-time employees shall be entitled to the benefits provided under this Collective Agreement in the same proportion as their weekly hours of work compared with the weekly hours of work of full-time employees.

ARTICLE 29

I REL COMMITTEE

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

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

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

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

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

ARTICLE 30

GENERAL

30.01 Gender

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

30.02 Official Texts

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



- 29 -

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

ARTICLE 31

DURATION OF AGREEMENT

31.01 The term of this Collective Agreement shall be from the 1st day of March 1987 to the 31st day of March 1989 inclusive.

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

APPENDIX A

PAY RATES

CFB OTTAWA

JOB TITLE	AS OF 28 FEB 87	1 MAR 87	1 MAR 88
Clerk Typist 1	10,544.63 5.41	10,966.42 5.62	11,405.01 5.85
P.O. Clerk	11,493.64 5.89	12,460.39 6.39	12,958.81 6.65
Invoice Clerk	12,020.87 6.16	13,008.70 6.67	13,529.05 6.94
Office Clerk 1 (Rec. Centre)	12,978.00 6.66	13,497.12 6.92	14,544.01 7.46
Office Clerk 2 (Pers. Clerk, BXD, Golf Club)	14,600.25 7.49	15,691.26 8.05	16,318.91 8.37
Office Clerk 3 (Messes)	16,871.40 8.65	17,546.26 9.00	18,248.11 9.36
Office Clerk 4 (NPF Accounts, CANEX Office Supvr, Community Council, Self-Help Housing)	19,791.45 10.15	20,583.11 10.56	21,406.43 10.98
ABACIS Computer Supervisor	20,635.02 10.58	21,460.42 11.01	22,318.84 11.45

PAY NOTE: Annual rates of pay are based on an employee working 1950 hours.

LETTER OF UNDERSTANDING

between

THE PUBLIC SERVICE ALLIANCE OF CANADA

and

STAFF OF THE NON-PUBLIC FUNDS CFB OTTAWA, ONTARIO

CLASSIFICATION

In accordance with the Agreement reached during our contract negotiations, we wish to set out the following understanding which shall be effective for the lifetime of the Collective Agreement.

The understanding is:

"The Employer agrees that in the event terms of reference for the establishment of a Job classification system are agreed upon between representatives of the Public Service Alliance of Canada and the Staff of the Non-Public Funds, centrally, or at any base represented by the Alliance, such terms of reference shall be applicable to CFB Ottawa for the purpose of development and implementation of the system."

The Public Service Alliance of Canada

Canadian Forces Base Ottawa

Date

Date

LETTER OF UNDERSTANDING

between

THE PUBLIC SERVICE ALLIANCE OF CANADA

and

STAFF OF THE NON-PUBLIC FUNDS CFB OTTAWA, ONTARIO

SEVERANCE PAY

In accordance with the Agreement reached during our contract negotiations, we wish to set out the following understanding which shall be effective for the lifetime of the Collective Agreement.

Full-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 salary in lieu of notice. Facts considered beyond control are:

- a. closing of a facility;
- b. reduction of the work force; and
- c. reorganisation.

Severance pay entitlements are:

<u>Length of Employment</u>	<u>Severance Pay</u>
a. 0-12 months	2 weeks' pay
b. 13-36 months	1 month's pay
c. 37-60 months	2 months' pay; and
d. over 60 months	3 months' pay

Notice or salary entitlement in lieu of notice:

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

The Public Service Alliance of Canada

Canadian Forces Base Ottawa

Date

Date

LETTER OF UNDERSTANDING

between

THE PUBLIC SERVICE ALLIANCE OF CANADA

and

STAFF OF THE NON-PUBLIC FUNDS CFB OTTAWA, ONTARIO

OHIP PREMIUMS

In accordance with the Agreement reached during our contract negotiations, we wish to set out the following understanding which shall be effective for the lifetime of the Collective Agreement.

Effective 1 April 1988, the cost of OHIP premiums deducted shall be equally shared, fifty (50) percent by the Employer and fifty, (50) percent by the employee.

The Public Service Alliance of Canada

Canadian Forces Base Ottawa

Date

Date

SIGNED AT OTTAWA THIS DAY OF THE MONTH OF 1988

Canadian Forces Base Ottawa

The Public Service Alliance of Canada

E.S. Andrichuk
Colonel
Base Commander

Albert S. Burke
Executive Vice-President

B.G. Handley
Lieutenant-Colonel
Base Administration Officer

Marie Johnson
President, Local 684

J.R. Plourde
Base Personnel Services Officer

Patricia Burke
Secretary-Treasurer
Local 684

G. Green
Major
DGPS Labour Relations Manager
Negotiator

Brian J. McNally
Negotiator

37