

AGREEMENT

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TERM.	93/07/31
No. OF EMPLOYEES	29
NOMBRE D'EMPLOYÉS	29

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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  
(ALLEMPLOYEES)

CANADIAN FORCES BASE AT OTTAWA

EXPIRY DATE 31 JULY 1993

Code: 126A/4/92



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## ARTICLE 1

### PURPOSE OF AGREEMENT

**1.01** The purpose of this Agreement **is to** establish and maintain **harmonious** relationships between Her **Majesty in** Right of Canada **as** represented by the Staff of the Non-Public **Funds, Canadian** Forces, hereinafter referred **to as** the Employer, the 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 the Canadian Forces Base at 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 (12%) hours per week; and

- 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 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** 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 clause 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 employees **as** representatives.

**8.02** The Employer and the Union shall determine the jurisdiction of **each** representative, having regard **to** the plan of organization, the distribution of employees at **the** 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 employe8 shall be paid **for** the **meal** period.

11.03 If an employee is scheduled to 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 (1%) 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

- c. **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 the 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.

### Meal Allowance

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

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

and who has not been notified of this requirement prior to the completion of her previous shift, shall be reimbursed for one (1) meal in the amount of six dollars (\$6.00) except where free meals are

provided. Reasonable time, to be determined by the Employer shall be allowed the employee in order that the employee may take an unpaid meal break either at or adjacent to the employee's place of work.

## **ARTICLE 13**

### **SENIORITY**

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

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

**13.03** 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 absents 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 re-convert **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**
- l. One (1) additional day when proclaimed by an Act of Parliament **as** a National holiday.

**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, or sixty (60) hours 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 (1½) 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 (1½) 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.

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

## **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:

<b><u>Continuous Full-Time Employment</u></b>	<b><u>Entitlement</u></b>
On completion of 1 year's continuous full-time employment	<b>10 working days</b>
On completion of 3 year's continuous full-time employment	<b>15 working days</b>

Continuous Full-time Employment

Entitlement

On completion of 8 year's  
Continuous full-time employment

20 working days

On completion of 19 years  
continuous full-time employment

25 working days

On completion of 30 years  
continuous full-time employment

30 working days

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

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

15.05 An employee 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 ~~carry-over~~ shall be submitted in writing. Such applications **will** not be unreasonably denied.

**15.08** Upon submission of a leave request by the employee at ~~least~~ 10 days in advance, vacation pay for ~~leave~~ of five **(5)** days or ~~more~~ will be **issued** by separate cheque to the employee the **week** prior **to** her vacation.

**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.

**15.15** Part-time employees are entitled to **and** shall be granted **a** vacation entitlement of four **(4)** percent of **gross annual earnings** for the first three **(3)** years of service, **six (6)** percent **of gross annual earnings** after **three (3)** years of service, **eight (8)** percent of **gross annual earnings** after **eight (8)** years of service **and** ten **(10)** percent of **gross annual earnings** after **nineteen (19)** years of service and part-time employees shall be **granted** a vacation entitlement of twelve **(12)** percent of gross annual earnings after **30 years** of service.

## **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:

**Continuous  
Full-time Service**

**Entitlement**

**3 months but less  
than 2 years**

**17 weeks at 66-2/3 %  
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  
but less than 10 years**

**First 13 weeks at 100 %  
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 **(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 for Employees with Child 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 of 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 newborn 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**:

(i) 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.

(ii) In the case of 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 child care responsibilities leave without pay, notify **the** Employer in writing **as to** whether she wishes to continue pension **and** group insurance benefits. Should **an** employee taking leave under 16.03 (a) above elect **to** continue coverage, the Employer shall continue **to** pay its share of contributions. For these employees taking leave under 16.03 (b) above who may wish **to** continue coverage, 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** thirty (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

- 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: father **or** mother, brother **or** sister, ~~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;
- ci. 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 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 board meetings concerning **Local 70684.**

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 required, 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 91 **of** the Public Service Staff Relations Act, **an** employee who **feels** that he **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 bypassed 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 the **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-five (95)** 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 **two (2) 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 two **(2)** consecutive working days or more, she will be paid **an** increment of **fifteen (15)** 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 circumstance 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 communication 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 Employee; 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 AND 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 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** have **been an** incident **or** act calling for a reaction;
- b. there **must** be proof of the employee's involvement in the incident or commission of the Act; and
- c. the employee must be aware of the 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%) 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**

### **SEVERANCE PAY**

29.01 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. **Factors** considered beyond employee control are:

- a. closing of **a** facility;
- b. reduction of the work force;

- c. reorganization; and
- d. permanent closing of a base.

29.02 Severance pay entitlements for employees appointed to full-time status on or before 29 February 1992 shall be as follows:

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

OR

Two (2) **weeks** for the first year **of** service **and one (1) week** for each additional year of continuous full-time service, up to a maximum of twenty-eight (28) **weeks**, whichever **is** the greater.

29.03 The severance pay entitlement for employees appointed to full-time status after 29 February 1992 shall be at the rate of two (2) **weeks** for the first year of service and

one **(1) week** for each additional **year of** continuous full-time service, up to a maximum **of twenty-eight (28) weeks.**

**29.04** Notice or salary entitlement in lieu of notice:

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

### **ARTICLE 30**

#### **LABOUR MANAGEMENT RELATIONS COMMITTEE**

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

**30.02** 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-chairman for each meeting. The terms **of** reference shall be **established by the Committee.**



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

**30.04** 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.

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

## **ARTICLE 31**

### **GENERAL**

#### **31.01 Gender**

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



**31.02 Official Texts**

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

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

**ARTICLE 32**

**DURATION OF AGREEMENT**

**32.01** The term of this Collective Agreement shall be from the 1st day of June 1991 to the 31st day of July 1993 inclusive.

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

**PAY RATES****CFB OTTAWA**

JOE TITLE	AS OF 31 MAY 91	1 JUN 91	1 AUG 92
CLERK TYPIST 1	12,574.02 6.45	13,268.59 6.80	13,663.56 7.01
P.O. CLERK	14,287.09 7.33	15,072.88 7.73	15,525.07 7.96
INVOICE CLERK	14,915.78 7.65	15,736.15 8.07	16,208.23 8.31
<b>OFFICE CLERK 1</b> (REG. CENTRE, RETAIL STORES)	16,034.77 8.22	16,916.68 8.68	17,424.18 8.94
OFFICE CLERK 2 (GOLF CLUB)	17,991.60 9.23	18,981.14 9.73	19,580.57 10.03
OFFICE CLERK 3 (MESSES)	20,118.55 10.32	21,225.07 10.88	21,861.82 11.21
OFFICE CLERK 4 (NPF ACCOUNTS, CANEX OFFICE SUPVR, COMMUNITY COUNCIL, SELF-HELP HOUSING, GOLF CLUB, PERS. CLERK, BXO)	23,600.59 12.10	24,898.62 12.77	25,645.58 13.15
ABACUS COMPUTER SUPERVISOR	24,606.52 12.62	25,999.88 13.31	26,738.68 13.71

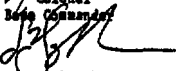
**PAY NOTE:** Annual rates of pay are based on an employee working 1950 hours.

SIGNED AT OTTAWA THIS <sup>5<sup>th</sup></sup>..... DAY OF THE MONTH OF ~~NOVEMBER~~, 1992


Canadian Forces Base Ottawa




L. Brando  
Colonel  
Base Commander



L. S. McLaughlin  
Lieutenant-Colonel  
Base Administration Officer




L. L. Boudreau  
Major  
Base Personnel Services Officer



P. Gaudreau  
Non-Public Funds Personnel Manager  
991-5743



J.N. Cies  
Major  
CANEX Regional Manager

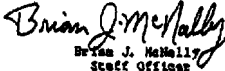


D. Graham  
DCPS Labour Relations Manager  
Negotiator

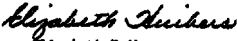
The Public Service Alliance of Canada




Jim MacDon  
Executive Vice-President



Brian J. McNally  
Staff Officer  
Negotiator



Elizabeth Sulbers  
Elizabeth Sulbers  
Local President  
Member of the Negotiating Committee



Patricia Burke  
Patricia Burke  
Secretary Treasurer  
Member of the Negotiating Committee

FNP

1544-2-0136 (DCPS)

10 November 1989

Y. Brian McNally  
Staff Officer  
Collective Bargaining Branch  
Public Service Alliance of Canada  
233 Gilmour St  
Ottawa, Canada  
K2P 0P1

Dear Mr. McNally:

Benefits Plans - Improvements

The Staff of the Non-Public Funds intends to introduce, at Canadian Forces Base Ottawa, the following improvements to the group benefits plans, effective 1 March 1990:

- a. Dental Plan - an orthodontal package with a \$1,000.00 lifetime cap per family member (family coverage) or member (single coverage) and;
- b. Health Plan - an optical package with an \$80.00 two year cap per family member (family coverage) or member (single coverage).

This letter will be printed in the collective agreement but does not form part of the collective agreement.

Yours truly,



H.A. Cooper  
Commodore

Director General Personnel Services



Canadian Forces Base Ottawa  
Ottawa, Canada  
K1A 0K3

27 November 1989

Mrs. Marie Johnson  
President, Local 684  
c/o Base Exchange  
Canadian Forces Base Ottawa  
Ottawa, Canada  
K1A 0 U

Dear Mrs. Johnson:

Benefits Plans - Premiums

The cost of Group Health Insurance and Long Term Disability Insurance premiums shall be equally shared, fifty (50) percent by the Employer and fifty (50) percent by the employee, effective 1 September 1989.

The cost of Dental Insurance premiums shall continue to be equally shared, fifty (50) percent by the Employer and fifty (50) percent by the employee.

The above includes the optical and orthodontal packages which become effective 1 March 1990.

This letter will be printed in the collective agreement but does not form part of the collective agreement.

Yours truly,

  
E.G. Handley  
Lieutenant-Colonel  
Base Administration Officer

LETTER OF UNDERSTANDING  
BETWEEN  
THE PUBLIC SERVICE ALLIANCE OF CANADA  
AND  
THE STAFF OF THE NON-PUBLIC FUNDS, CFB OTTAWA, ONTARIO

Technological Change

1. **Technological change means:**
  - a. the introduction, by the Employer, of equipment or material of a different nature than that previously utilized; and
  - b. a change in the Employer's operation directly related to the introduction of that equipment or material.
2. Both parties recognize the overall advantages of technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing the adverse effects on employment which might result from such changes.
3. The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and twenty (120) days written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.
4. The written notice provided for in paragraph 3 will include the following information:
  - a. the nature and degree of change,
  - b. the anticipated date or dates on which the Employer plans to effect change, and
  - c. the location or locations involved.

As soon as reasonably practicable after notice is given under paragraph 3, the Employer shall consult with the Alliance concerning the effects of technological change referred to in paragraph 3.

When, as a result of technological change an employee requires new skills or knowledge in order to perform the duties of his substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

Al H. S. Bunk  
The Public Service Alliance  
of Canada

B. G. Handley  
Canadian Forces Base  
Ottawa

November 27, 1989  
Date

27 Nov 89  
Date

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