

AGREEMENT

BETWEEN

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

AND

UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 175

CHARTERED BY UNITED FOOD AND COMMERCIAL
WORKER'S INTERNATIONAL UNION

GROUP: OPERATIONAL CATEGORY (ALL EMPLOYEES)

CANADIAN FORCES BASE AT NORTH BAY

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ARTICLE 1

PURPOSE OF AGREEMENT

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

1.02 The parties to this Agreement share a desire to improve and to promote the well-being of the Employees.

ARTICLE 2

RECOGNITION

2.01 The Employer recognizes the United Food and Commercial Workers Union, Local 175, certified by the Public Service Staff Relations Board on 19 March 1985, as exclusive bargaining agent for all employees of the Employer in the Operational Category employed at the Canadian Forces Base at North Bay in Ontario save and except managers/category II employees.

ARTICLE 3

INTERPRETATION AND DEFINITIONS

3.01 For the purpose of this Agreement:

- a. **Full-time Employee** means an employee who has completed his probationary period and is employed on a continuing basis for twenty seven (27) or more hours per week.
- b. **Probationary Employee** means a new employee who is carrying out the tasks of a full-time employee but has not been granted full-time status. The probationary period shall not exceed:
 - (1) supervisory - three (3) calendar months;
 - (2) non-supervisory - two (2) calendar months.

3.02 The terms of this agreement shall apply to and only to full-time employees except where otherwise specifically stated.

3.03 The conditions of work and benefits of part-time employees shall be only as outlined in Appendix "B" hereto annexed and forming part of this

agreement.

ARTICLE 4

STATE SECURITY

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

ARTICLE 5

MANAGERIAL RIGHTS

5.01 The bargaining agent recognizes and acknowledges that the Employer has and shall retain the exclusive right and responsibility to manage 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. Such rights will not be exercised in a manner inconsistent with the express provisions of this agreement.

5.02 New NPF employees may be released during the probationary period for cause. The employees shall have access to the grievance procedure to the level of the Base Commander but may not refer a grievance to adjudication.

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 bi-weekly membership dues established by the bargaining agent 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 bi-weekly 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 bi-weekly period will start with the first full bi-weekly payroll period of employment 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 two consecutive payroll periods, except for mail strikes or other circumstances beyond the Employer's control. The employee list will contain the employee's full name, employee number, job title, date of hire and employment status. In addition, a separate list will be provided with each remittance of dues detailing new employees, their date of hire and work location. The list will also advise the Bargaining Agent of all employee terminations and the effective date.

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

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

ARTICLE 8

APPOINTMENT OF STEWARDS

8.01 The Employer acknowledges the right of the bargaining agent to appoint employees as stewards and alternate stewards. The bargaining agent agrees to exclude employees who are serving members of the Canadian Armed Forces and subject to the National Defence Act, Code of Service Discipline from any/all union offices.

8.02 The Employer and the bargaining agent shall determine the jurisdiction of each steward, 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 bargaining agent shall notify the Employer promptly and in writing of the names and jurisdiction of its stewards.

ARTICLE 9

LEAVE FOR STEWARDS & ACCESS TO PREMISES

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

9.02 A steward will not receive pay for the time spent investigating complaints during his regular scheduled time off.

9.03 The Employer agrees that business agents of the Bargaining Agent will be granted access to the Employer's premises upon request and following the consent of the Employer. Such request shall be made twenty-four (24) hours in advance to the Base Commander or his delegate. The purpose of such access is to be for the observance of working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented. Such access shall not cause disruptions to outlet operations.

9.04 The bargaining agent may, subject to availability, be permitted to utilize the Employer's premises and facilities to conduct meetings of the employees provided:

- a. the meeting is attended by employees outside their working hours; and
- b. the Employer is advised within fifteen (15) calendar days prior to the meeting date.

The bargaining agent shall insure 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.

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 an accident prevention program.

10.02 The Employer and Union agree that Part IV of the Canada Labour Code with all rights, functions, powers, privileges and obligations as defined under the Code, shall apply.

10.03 Members of the bargaining unit who attend safety meetings, called by the Employer, shall be paid for all such time under the terms of the Collective Agreement.

10.04 The Employer agrees to maintain adequate heat in all of its places of operation and shall not require an employee to work under unsafe conditions.

ARTICLE 11

HOURS OF WORK

11.01 The normal hours of work shall not exceed eight (8) hours in a day and forty (40) hours in a week exclusive of unpaid meal periods. A week shall include a period of seven (7) consecutive days starting at 0000 hours Sunday morning and ending the following Saturday night at 2400 hours. This shall not be construed as guaranteeing an employee minimum or maximum hours of work per week.

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

11.03 A work schedule shall be posted in each outlet by each Thursday noon showing the scheduled working hours for each employee covered by this agreement for the following week. If a schedule is not posted by Thursday, the schedule for the previous week will apply. No change shall be made in such schedule except for circumstances beyond the control of the Employer. In this instance, the change in schedule would apply to the area of the operation where the problem arose and effect only those employees. When such changes are necessary the employees will be given notice as far in advance as possible.

11.04 Meal periods shall be provided as follows:

- a. Employees working five (5) consecutive hours or more are entitled to an uninterrupted meal period of not less than thirty (30) minutes, and no more than sixty (60) minutes. The meal period shall be scheduled as close to the mid-point of the work period as possible.
- b. The meal period in operations that employ only one (1) person shall remain as per past practice unless changes are mutually agreed upon.

11.05 Each employee shall be granted a rest period of fifteen (15) minutes during each period of work of three and one-half (3 1/2) hours in their normal work day, 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. Rest periods shall not be allocated within one (1) hour of a meal period or within one (1) hour of starting or quitting time.

11.06 Employees in the bargaining unit who request additional hours shall be offered any available additional hours within their job titles, in their outlet based on seniority, provided that they have the experience, ability skill and fitness to do the job required, and provided the additional hours do not result in overtime, do not conflict with existing schedules and the additional hours do not result in the change of status of an employee. Available additional hours are defined as those scheduled to be worked on a regular and recurring basis by casual employees or hours which become available due to scheduled absences of bargaining unit employees. If employees cannot work the additional hours claimed then they forfeit all rights to the hours.

11.07 No full-time employee shall be required to work a split shift unless mutually agreed upon.

11.08 There shall be a minimum of ten (10) hours from the time the employee concludes one (1) scheduled work shift and commences the next scheduled work shift, unless mutually agreed.

11.09 Work stoppages caused by a major storm or any unforeseeable occurrence will be compensated as follows:

- a. employees advised less than four (4) hours before the commencement of their shift, by the Employer not to report to work will be paid for their scheduled work day at their regular rate of pay;
- b. employees who are at work and are sent home by the Employer will be paid for the balance of their scheduled work day at their regular rate of pay.

11.10 Senior Employees shall not be scheduled to work less hours than junior employees in the same job title in the same outlet, provided they are available and able to work the hours required.

11.11 In the event employees of their own accord, for personal reasons wish to change a shift with another qualified employee, they shall first submit such request in writing to the Supervisor. Should the request be granted, the Employer shall not be liable for any claims of non-compliance with the Collective Agreement resulting from the shift change.

11.12 When an employee is required to work on the seventh (7th) consecutive day, he shall be paid at a rate of pay not less than two (2) times his regular rate of pay.

11.13 Employees scheduled, called in or called back to work and who actually report shall receive a minimum of three (3) hours pay at the applicable rate of pay for those hours.

ARTICLE 12

OVERTIME

12.01 When an employee is required to work in excess of eight (8) hours in a day or forty (40) hours in a week he shall be paid for the overtime at a rate of pay not less than one and one-half (1½) times his regular rate of pay.

12.02 Overtime shall be compensated in money.

12.03 Overtime shall be offered first, to the employee with the most seniority on the shift in the outlet which requires the work, provided the employee is in the job category for the nature of the work required and is capable of performing the work. If no employee wishes to work the overtime, the Employer shall assign the work to a junior employee who is capable of performing the work.

ARTICLE 13

SENIORITY

13.01 Definition

- a. Full-time seniority shall be defined as the total length of continuous full-time employment in the Bargaining Unit covered herein. An employee's seniority as a full-time employee shall date from the employee's first day of continuous full-time work in the Bargaining Unit.
- b. Probationary employees shall have no rights under the seniority provision of this agreement during the probation period outlined in Article 3.01 b). The seniority of a full-time probationary employee who has completed his probation period to the satisfaction of the Employer will be dated from the first day of the probationary period

which is the first day of continuous full-time work;

- c. The Bargaining Unit shall be divided into the following operations called outlets:

Officers' Mess
Warrant Officers' and Sergeants' Mess
Junior Ranks Club
Retail Store
Snack Bar
Social Centre
Curling Club
PE&R

13.02 An employee will lose his seniority rights under this Agreement and his services will be terminated if:

- a. he voluntarily leaves his employment with the Employer;
- b. he is discharged for just cause;
- c. he has been laid-off for a continuous period of six (6) months;
- d. he has been laid-off and is recalled to work and fails to return to work or to give in writing valid reasons for his inability to do so within three (3) working days of the date he 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 his current mailing address and telephone number;
- e. he overstays a period of leave granted by the Employer in accordance with Articles 15 and 16 without securing an extension of such leave; and
- f. he absents himself from his work for more than three (3) working days without securing leave in accordance with Article 15 and 16 or without producing evidence of a valid reason satisfactory to the Employer. It is understood and agreed that this Article does not permit or sanction absences of three (3) days or less without reasons satisfactory to the Employer.

13.03 The change of employment status from full-time to part-time in accordance with Article 13.04, layoff and recall from layoff shall be by outlet. Employees in the outlet shall be selected in accordance with their seniority within the Bargaining Unit. Senior employees have preference over junior employees provided the senior employee has the experience, ability, skill and fitness to do the job required.

13.04 When a full-time employee is laid off in accordance with Article 13.03 and there is part-time work available in his outlet he shall be offered the part-time work provided he is able and qualified to perform the work. If

he accepts the part-time work he shall receive the rate of pay of the job in which he is placed. A full-time employee who accepts part-time work shall be retained on the layoff list and shall be eligible for recall to a full-time position for a period of six (6) months in accordance with the provisions of this Article.

13.05 Vacancies within the Bargaining Unit created by the resignation or retirement of an employee, reclassification of a position or the creation of a new position will be filled in accordance with the following order of precedence:

- a. the vacancy will be offered, on the basis of seniority, to any employee on the layoff list of the outlet concerned provided he is of the same classification level or higher than the classification level of the vacant position and provided he has the necessary experience, ability, skill and fitness to do the job required.
- b. if the vacancy is full-time, non-supervisory and cannot be filled from the full-time lay-off list as per Article 13.05(a), it is to be posted in accordance with Article 13.06. If any qualified and interested employees in the outlet apply for the vacancy, the applicant with the most seniority in the outlet will be given the job provided the applicant's job title and classification level is the same as the vacant position and is capable of performing the work to the satisfaction of the Employer;
- c. if the vacancy cannot be filled in accordance with Article 13.05(a) or (b) members of the bargaining unit employed in the outlet who applied for the position will be considered. The successful applicant for the position will be selected in accordance with Article 13.06;
- d. if there is no qualified or successful applicant within the outlet the Employer will consider members of the bargaining unit who applied for the position. The successful applicant for the position will be selected in accordance with Article 13.06; and
- e. if the Employer determines that there is no qualified or successful applicant within the bargaining unit the Employer may hire someone from outside the bargaining unit.

The Employer "determinations" in Sub b), c), and d) above are subject to review by the Grievance and Adjudication provisions of the Agreement.

13.06 Vacancies that cannot be filled in accordance with Article 13.05(a) will be posted for a total of five (5) working days. Members of the bargaining unit interested in the position may apply, in writing, during this five (5) day period to the responsible officer named in the poster. Applicants will be selected in accordance with the order of precedence outlined in Article 13.05(b), (c) and (d). The poster shall indicate the job title and description of the job opening, rate of pay, the approximate starting date and the qualifications required. Except for vacancies filled in accordance with the provisions of Article 13.05(a) or (b), selection of the

successful applicant will be determined by the Employer by considering experience, skill, ability and fitness to perform the job. When these considerations are judged equal the employee with the greatest seniority will be selected.

13.07 Only an employee who applied for a competition and was not selected may submit a grievance concerning any determination made by the Employer, regarding the filling of the vacancy. The grievance must be submitted within the five (5) working days following the day on which the candidates were advised of the name of the successful candidate.

13.08 Employees selected to fill a vacancy shall be appointed for an initial assessment period. The duration of the assessment period shall not exceed three (3) months. If, during the assessment period, the Employer determines that the employee has not performed the duties and responsibilities to the satisfaction of the Employer, or should the employee not wish to continue in this position, the employee will be removed from the job and will be reassigned to his former position or to a position equivalent to his former position.

13.09 An employee's seniority will continue to accrue during any period of absence or lay-off.

13.10 Separate seniority lists for full-time and part-time employees shall be provided to the Bargaining Agent annually. The list will be by outlet, one for full-time and one for part-time and will contain employee's full name, job title and seniority date.

13.11 A full-time employee shall have preference over a part-time employee provided the full-time employee has the experience, skill, ability and fitness to do the job.

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

ARTICLE 14

DESIGNATED HOLIDAYS

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

- a. New Year's Day
- b. Good Friday
- c. Easter Monday
- d. Sovereign's Birthday

- e. Canada Day
- f. Civic Holiday
- 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. he works his scheduled day before and his scheduled day after the designated holiday unless the absence is due to personal injury or illness or other reasons satisfactory to the Employer;
- b. he has been employed with the Employer a minimum of thirty (30) calendar days; and
- c. he 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 holiday will be:

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

14.04 If an employee is not entitled to a paid designated holiday and he is required to work on a holiday he must be paid at one and one-half (1½) times his regular rate.

14.05 When a designated holiday falls on a day that is a non-working day for an employee, the employee is entitled to and shall be granted a day off with pay at a time convenient to the employee and the Employer.

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 Service</u>	<u>Entitlement</u>
On completion of 1 year's continuous full-time employment	10 working days
On completion of 3 years' continuous full-time employment	15 working days
On completion of 8 years' continuous full-time employment	20 working days
On completion of 19 years' continuous full-time employment	25 working days

15.02 On termination of employment the employee is entitled to any vacation pay owed to him in respect to any prior completed year of employment and vacation pay for any portion of the year completed at the time of termination at his current hourly rate of pay.

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 him 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 he desires to take a vacation of five (5) or more working days. Leave for shorter periods may be granted provided sufficient notice is given.

15.06 Vacation leave shall not be cumulative from year to year 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 to the next vacation period with the approval of the Employer. Applications for vacation carry-over shall be submitted in writing.

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

15.09 When holidays as defined in Article 14.01 fall within the employee's paid vacation period, the employee will be permitted to either take the equivalent extra days of vacation with pay consecutive with his vacation or take the equivalent days of vacation at a time mutually agreed upon.

15.10 The normal vacation period shall commence on May 31 and end on September 30. This in no way precludes employees from requesting vacation leave outside the normal vacation period. If the Employer determines that the requested vacation will not interfere with the proper operation of the outlet, the request will be approved.

15.11 The vacation schedule shall be posted prior to the vacation period and such vacations will be granted on the basis of seniority by outlet. Employees must submit their request for vacation by 31 May at which time the Employer will finalize, approve and post the vacation schedule. A senior employee will not be able to request a holiday period already selected by an employee whose vacation request was approved by the Employer. No changes will be made to the vacation schedule once it has been approved, unless such changes are mutually agreed upon.

15.12 The Employer shall schedule the Saturday prior to the commencement of an employee's vacation period as the employee's Saturday off in that three (3) week period. This provision may be waived at the request of the employee.

15.13 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.

15.14 The vacation leave entitlement of an Employee who has completed five (5) years of continuous part-time service at CFB North Bay and whose status is changed from part-time to full-time will be based on the total completed years of employment as a part-time and full-time employee. A part-time employee who has completed less than five (5) years of continuous part-time service at CFB North Bay will be credited with one-half (½) of his part-time service towards his full-time vacation entitlement.

15.15 If a full-time employee becomes sick while on vacation leave and submits a doctor's certificate covering the period of sickness, he shall have the vacation for the period covered by the certificate converted to sick leave. The days of vacation lost as a result of the sickness shall be re-credited to his vacation record.

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 Service</u>	<u>Entitlement</u>
Upon completion of the probationary period 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 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 his manager of his absence prior to his regular starting time on the first day of absence or as soon as possible, at which time he 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 that occurs provided that the employee is advised in writing of the requirement beforehand. Prolonged illness or frequent illness may require additional certificates from another 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 Maternity Leave

- a. Employer will grant maternity leave without pay to an employee with six (6) months of continuous employment provided that it may require the employee to commence leave at any time following three (3) months after commencement of pregnancy and provided the employee returns to work no later than three (3) months after the end of pregnancy.
- b. The employee concerned shall request maternity leave in writing and shall provide the Employer with a certificate of a duly qualified medical practitioner confirming the pregnancy and specifying the date upon which the delivery will occur in his opinion.

- c. The employee is required to give the Employer at least two (2) weeks written notice of her desire to return to work. If the employee fails to give said notice or fails to return to work on the expiry date of the maternity leave she will be considered to have voluntarily terminated her employment.

16.03 Leave for Employees with Child Care Responsibilities

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. Where an employee provides her Employer with a certificate of a qualified medical practitioner confirming that she is pregnant, that employee is entitled to and shall be granted a leave of absence from employment of up to seventeen (17) weeks, which 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. 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 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 created for maternity purposes, or
- b. on the day the child is born or comes into her care and custody.

(2) 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 without pay that may be taken by two employees for child care responsibilities will not exceed twenty-four (24) weeks.

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

16.06 An employee returning from child care responsibilities shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the same location, with not less than the same wages and benefits. If during the period of leave, the wages and benefits of the

group to which the employee belongs are changed as a result of a reorganizaition, and/or a renewal of the collective agreement, the employee is entitled upon return from leave to receive the same pay and benefits that the employee would have received had 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 took place.

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 does not return to work on completion of the leave.

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

16.09 An employee leaving on maternity leave shall be granted a two-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 UI benefits pursuant to section 30, UI 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 ten (10) 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 article 16.03, the employee recognizes that she is indebted to the Employer for the full amount of the allowance.

16.10 Bereavement Leave

- a. A full-time employee will be given leave with pay for four (4) days immediately following the death of a member of his immediate family, and one (1) day in the case of a distant relative. In addition, he may be granted up to two (2) days' leave with pay for the purpose of necessary 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. 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, and spouses grandparents.

- c. Should the periods mentioned above contain one or more non-working days (for example, Sunday or day off), the employee may claim payment only for the actual days of work he will have missed.

16.11 Jury Duty

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

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 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, or a committee of the Senate or House of Commons, otherwise than in performance of the duties of his position;
- d. before a legislative council, legislative assembly or House of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
- e. before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

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

16.13 Birth or Adoption Leave

- a. An employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption or birth of his child; and
- b. at the employee's option such leave shall be granted on the day of or on the day following the adoption/birth.

16.14 Leave of Absence Without Pay

An employee may be granted a leave of absence without pay provided he receives permission in advance from the Employer in writing. Such leave of absence will not be unreasonably withheld. Under no circumstances shall any leave of absence be approved for a period in excess of six (6) months. During this period an employee will not be eligible for any of the benefits provided for in this Agreement. 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 his former position or to a similar position at the then prevailing wage rate at the expiration of the leave of absence.

16.05 Leave of Absence

Employees shall be granted a leave of absence to attend union training or education activities subject to article 16.07. Where the leave of absence is less than 2 weeks the Employer shall continue to pay its share of benefit premiums, should the employee elect to continue coverage.

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 state for employees. Managers are available for private consultations with an employee who wishes to discuss a complaint or grievance. Before a formal grievance is presented, the employee is encouraged to discuss it as an oral complaint with the manager concerned, either privately or, if required, in the presence of a steward of the bargaining agent. If the employee is not satisfied with the result of such discussions, a formal grievance may then be presented.

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

17.04 Subject to and as provided in Section 90 of the Public Service Staff Relations Act, an employee who feels that he has been treated unjustly or considers himself aggrieved by any action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in Article 17.09 except that,

a. where there is another administrative procedure provided by or under any Act of Parliament to deal with his specific complaint, such procedure must be followed,

and

b. where the grievance relates to the interpretation or application of this Collective Agreement or an Arbitral Award, he is not entitled to present the grievance unless he has the approval of and is represented by the bargaining agent.

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

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

17.07 The grievance process applies to employees only, but an employee has the right to be represented by a steward 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 steward 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 Employer, the employee and, where applicable, a steward.

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) day, the employee is entitled to submit the grievance to the next higher level.

17.13 The Employer shall normally 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 steward.

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, he 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 him of a provision of a Collective Agreement or an Arbitral Award, the employee is not entitled to refer the grievance to adjudication unless the Bargaining Agent for the Bargaining Unit to which the Collective Agreement or Arbitral Award applies signifies in a prescribed manner:

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

ARTICLE 18

PAY

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

Where a part-time employee is converted to full-time status in the same job level he shall retain his current rate of pay. Where an employee is promoted to a higher job level he shall be placed on the grid commensurate with his length of service, to a maximum of 12 months.

18.02 Employees shall not be paid less than the higher of the Federal Minimum Wage or the Ontario Provincial Minimum wage.

18.03 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, he shall be paid as if he has been appointed to that higher classification level for that period from the first (1) day.

18.04 When an employee is appointed, in writing, by the Employer to temporarily perform the duties of a non-bargaining unit (Category II) position for two (2) or more consecutive days, he shall be paid, in addition to his normal rate of pay, a twenty (20) percent increment based upon his normal wages for the period from the first (1st) day.

18.05 Payments provided under the provisions of Articles 12 (Overtime), 14 (Designated Holidays), and 11 (Hours of Work) 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.

ARTICLE 19

CONSULTATION

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

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

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

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

ARTICLE 20

EMPLOYEE FILES

20.01 A written copy of all disciplinary actions taken by the Employer regarding the conduct of an employee, which becomes part of an employee's permanent record, will be given to the employee concerned. A Union Steward will be present at disciplinary hearings unless the employee requests that he does not attend.

20.02 a. Effective the date of signing of this agreement, notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after eighteen (18) months has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

b. Notice of disciplinary action which may have been placed on the personnel file of an employee prior to (a) above shall be destroyed after one (1) year has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

20.03 Since annual performance evaluation reports are not disciplinary documents, they are exempt from the provisions of this Article. A copy of the annual performance evaluation report shall be supplied to all employees, upon request.

20.04 A detailed job description shall be supplied to all employees at time of hire.

20.05 Upon written request submitted twenty-four hours in advance to the Base Personnel Services Officer, an employee will have visual access to his

own personnel file. Access to an employee's personal file will be limited to once per year.

20.06 Upon request of an employee, the Employer and the Union shall review any position in the Bargaining Unit where a significant change in duties has taken place.

ARTICLE 21

CREATION OF A NEW JOB

21.01 When a new job with duties and rate of pay which differs from existing jobs, is created within the Bargaining Unit, the Employer will promptly inform and discuss with the Bargaining Agent the pay level 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 pay 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.

ARTICLE 22

BULLETIN BOARDS

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

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

ARTICLE 23

REST ROOMS

23.01 The Employer agrees to provide adequate rest rooms to employees. Employees shall cooperate with the Employer in keeping the rest rooms 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

MEETINGS

25.01 Members of the Bargaining Unit who attend meetings called by the Employer, shall be paid for all such time at his regular rate of pay. It is understood that the provisions of Article 11.13 do not apply to this Article.

ARTICLE 26

SHORTAGES

26.01 Shortages that occur on non-public fund property, stock or cash will be recovered in accordance with the following:

- a. employees assigned responsibility for, and who have sole control and access of non-public fund property, stock or cash, will be required to reimburse the Employer for any shortages that occurred during the period that the employee had such responsibility, control and access.
- b. the Employer reserves the right to implement disciplinary action, including suspension or discharge, in circumstances where a particular employee has consistently demonstrated an inability to safeguard the Employer's interests and assets. Any disciplinary action will be subject to the normal grievance and adjudication procedures.

ARTICLE 27

GENERAL

27.01 Gender

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

27.02 Official Texts

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

27.03 Production of Agreement

It is agreed and understood that the Employer and the Union will incur the cost of product and distribution of the collective agreement on an alternating basis. The production of this agreement will be the responsibility of the Union.

ARTICLE 28

DURATION OF AGREEMENT

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

28.02 This Agreement shall expire on 31 April 1994.

HOURLY RATES OF PAY

<u>LEVEL</u>		<u>START</u>	<u>2 MO</u>	<u>6 MO</u>	<u>12 MO</u>	<u>18 MO</u>	<u>24 MO</u>
1							
(0-150 pts)	A	5.66	5.66	5.76	5.89	6.00	6.25
	B	5.83	5.83	_____	6.07	6.44	---
2							
(151-200 pts)	A	6.30	6.44	6.55	6.69	6.80	6.92
	B	6.49	6.63	---	8.89	7.13	---
3							
(201-250 pts)	A	7.04	7.23	7.40	7.59	7.76	8.06
	B	7.25	7.45	---	7.82	8.30	---
4							
(251-300 pts)	A	8.24	8.43	8.74	8.80	8.99	9.16
	B	8.49	8.68	---	9.06	9.43	---
5							
(301-450 pts)	A	9.38	9.68	9.97	10.25	10.55	11.13
	B	9.66	9.97	---	10.56	11.46	----

PAY NOTES:

LINE A - rates effective 1 February 1992

LINE B - rates effective 1 Apr 1993

PART-TIME EMPLOYEES

1. **APPLICATION**

1.01 Only the following articles shall apply to part-time employees. Their terms of service, compensation plan and working conditions shall be exclusively contained in this appendix. Only the sections of the main agreement that specifically refer to part-time employees will apply to part-time employees.

1.02 Part-time employees shall be paid for the benefits provided for in this Appendix in the same proportion as their average weekly hours of work, as averaged over the preceeding four (4) weeks, relates to the number of hours in the normal work week. If an employee's service is for less than four (4) weeks the average weekly hours will be calculated on the period of service.

2. **RECOGNITION**

As in main agreement, Article 2.

3. **DEFINITION**

3.01 a. Part-time employee means an employee who is employed on a continuing basis but works less than twenty seven (27) hours per week and thirteen and one third (13-1/3) hours or more per week.

b. Probationary employee means a new employee who is carrying out the task of a part-time employee but has not been granted part-time status. The probationary period shall not exceed 90 calendar days from the first day of part-time work for supervisory and 60 calendar days from the first day of part-time work for non-supervisory employees.

4. **STATE SECURITY**

As in main agreement, Article 4.

5. **MANAGERIAL RIGHTS**

As in main agreement, Article 5.

6. FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

As in main agreement, Article 6.

7. CHECK-OFF

As in main agreement, Article 7.

8. APPOINTMENT OF STEWARDS

As in main agreement, Article 8.

9. LEAVE FOR STEWARDS AND ACCESS TO PREMISES

As in main agreement, Article 9.

10. SAFETY

As in main agreement, Article 10.

11. HOURS OF WORK

11.01 The normal hours of work shall not exceed eight (8) hours in a day and twenty-seven (27) hours in a week, except as provided in Article 13.01(g). A week shall include a period of seven (7) consecutive days starting at 0000 hours Sunday morning and ending the following Saturday night at 2400 hours. It is understood that this does not constitute a guarantee of hours per day or per week.

11.02 As in the main agreement Articles 11.02 to 11.12 inclusive.

12. OVERTIME

12.01 All time worked in excess of eight (8) hours in a day or forty (40) hours in a week will be paid for at a rate of pay not less than one and one-half (1½) times his regular rate of pay.

13. SENIORITY

13.01 The seniority provisions of Article 13 as modified below apply to part-time employees:

a. Definition:

- (1) Part-time seniority shall be defined as the total length of continuous part-time employment in the Bargaining Unit covered herein. An employee's seniority as a part-time employee shall date from the employee's first day of continuous part-time work in the Bargaining Unit.
- (2) Probationary employees shall have no rights under the seniority provisions of this Agreement during the probation period outlined in Article 3.01 b) of the main agreement. The seniority of a part-time probationary employee who has completed his probation period to the satisfaction of the Employer will be dated from the first day of the probationary period which is the first day of continuous part-time work; and
- (3) The Bargaining Unit shall be divided into the outlets listed in Article 13.01 (c) of the main agreement.
 - b. An employee will lose his seniority rights under this agreement and his services will be terminated in accordance with Article 13.02 of the main agreement.
 - c. Layoff and recall from layoff shall be in accordance with Article 13.03 of the main agreement.
 - d. Competitions to fill the vacancies within the Bargaining Unit created by the resignation or retirement of an employee, the reclassification of a position or the creation of a new position will be conducted in accordance with the order of precedence outlined in Article 13.05, 13.06, and 13.07 of the main agreement.
 - e. A full-time employee who is given part-time status in accordance with Article 13.04 of the main agreement will retain seniority as a full-time employee for six (6) months. If he is still a part-time employee after the six (6) months have elapsed, he becomes a part-time employee and his seniority as a part-time employee dates from his first day of continuous full-time employment in the Bargaining Unit.
 - f. Part-time employees who are selected for a full-time position with the Employer will not be credited with any of their part-time seniority towards their full-time position.
 - g. Notwithstanding the provisions of Article 3.01 a), of the main agreement, a part-time employee relieving a full-time employee absent due to illness, vacation or any other leave of absence for a period of six (6) months or less will not be considered a full-time employee for the purpose of this Agreement. If a part-time employee relieves a full-time employee for a continuous period in excess of six (6) months, he will become a full-time employee and his seniority as a

full-time employee will date back to his first day so employed.

- h. In this Article, the Employer is to be the judge of ability, experience, skill, fitness and qualifications, but agrees that such decision will not be made in an arbitrary or discriminatory manner.

14. DESIGNATED HOLIDAYS

14.01 Designated holidays are listed in Article 14.01 of the main agreement.

14.02 Entitlement to designated holiday pay shall be set forth in Article 14 of the main agreement.

14.03 Notwithstanding Article 14.02, no part-time employee is entitled to be paid for a designated holiday on which he does not work when he is not entitled to pay for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the general holiday or sixty (60) hours during the thirty (30) calendar days immediately preceding the designated holiday.

15. VACATION LEAVE

15.01 Part-time employees are entitled to and shall be granted vacation pay as follows (effective 1 Jan 88):

<u>Continuous Part-time Employment</u>	<u>Entitlement</u>
On completion of 1 year's continuous part-time employment	4% of yearly gross income
On completion of 3 year's continuous part-time employment	6% of yearly gross income
On completion of 8 year's continuous part-time employment	8% of yearly gross income
On completion of 19 year's continuous part-time employment	10% of yearly gross income

15.02 Upon written request, a part-time employee may be granted time off for vacation purposes, without pay, based on the vacation entitlement in accordance with Article 15.01. For purposes of vacation scheduling, Article 15.11 will apply and in cases where operational requirements dictate it is understood that full-time employees will have preference over part-time employees.

16. LEAVE GENERAL
As in main agreement, Article 16, except 16.01.

17. GRIEVANCE PROCEDURES
As in main agreement, Article 17.

18. PAY
As in main agreement, Article 18.

19. CONSULTATION
As in main agreement, Article 19.

20. EMPLOYEE FILES
As in main agreement, Article 20.

21. CREATION OF A NEW JOB
As in main agreement, Article 21.

22. BULLETIN BOARDS
As in main agreement, Article 22.

23. REST ROOMS
As in main agreement, Article 23.

24. UNIFORMS
As in main agreement, Article 24.

25. MEETINGS
As in main agreement, Article 25.

26. SHORTAGES
As in main agreement, Article 26.

27. GENERAL
As in main agreement, Article 27.

28. DURATION
As in main agreement, Article 28.