

AGREEMENT

BETWEEN

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

AND

**UNITED FOOD AND COMMERCIAL WORKERS CANADA
LOCAL 175**

**CHARTERED BY UNITED FOOD AND COMMERCIAL
WORKER'S CANADA**

GROUP: OPERATIONAL CATEGORY (ALL EMPLOYEES)

EXPIRY DATE: 03 NOVEMBER, 2012

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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 Canada, Local 175, certified by the Public Service Labour 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 normally employed for twenty-seven (27) or more hours per week.
 - b. Part-time Employee means an employee who has completed his/her probationary period and is normally employed on a continuing basis for more than thirteen and one third ($13 \frac{1}{3}$) hours and less than twenty-seven (27) hours per week.
 - 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 full-time or part-time status.

“Probationary employees shall have all the entitlements accorded in this agreement to “Full-time Employees” or “Part-Time Employees” (whichever is appropriate) unless expressly stated otherwise and except for entitlements that are necessarily inconsistent with their status as probationary employees”. The probationary period shall normally not exceed:

- (1) supervisory: four (4) calendar months;
- (2) non-supervisory three (3) calendar months.

In circumstances where an employee has not successfully passed their probationary period, the Employer and the Bargaining Agent may agree to extend the probationary period.

- 3.02 The terms of this agreement shall apply to and only to full-time and part-time employees except where otherwise specifically stated.
- 3.03 Notwithstanding the provisions of Article 3.01 (a), 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/she will become a full-time employee and his/her seniority as a full-time employee will date back to his/her first day so employed.
- 3.04 Part-time employees shall be paid for the benefits provided for in this Agreement unless otherwise indicated. Payment for applicable benefits shall be in the same proportion as their average weekly hours of work, as averaged over the preceding two (2) pay periods relates to the number of hours in the normal work week. If an employee’s service is for less than two (2) pay

periods the average weekly hours will be calculated on the period of service.

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

3.06 Official Texts - Both the English and French texts of this Agreement shall be official.

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 their probationary period for cause. The employee shall have access at the third level of the grievance procedure 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 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 as identified in 7.06 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.**
- 7.04 The total Union dues deducted will appear on the T4 forms.**
- 7.05 The Employer shall remit to the Union, within fifteen (15) calendar days following date of hire the United Food and Commercial Workers Union Membership Application Form signed by the new employee. Further, the Employer shall collect membership initiation fees as may be established by the Union and forward application forms and such fees to the Union with the regular monthly dues remittance.**
- 7.06 The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail (remit@ufcw175.com) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel, Quattro Pro, Lotus or other software program acceptable and adaptable to the Union. The spreadsheet will be in a format provided by the Union and the Company will provide the following information: as known to the Company.**
- 1. S.I.N. (where authorized by the employee)**
 - 2. Employee number, if applicable**
 - 3. Full name (Last/First/Initials)**
 - 4. Full address, including City and Postal Code**
 - 5. Telephone number (including area code)**
 - 6. Date of hire**
 - 7. Rate of pay**

- 8. Classification**
 - 9. Full-time or part-time designation**
 - 10. Union dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting**
 - 11. Total dues deducted**
 - 12. Back dues owing**
 - 13. Vacation pay breakdown of dues owing (when requested)**
 - 14. Initiation fees deducted**
 - 15. Total initiation fees deducted**
 - 16. The list will also advise the Bargaining Agent of all employee terminations and the effective date.**
- 7.07 The Bargaining Agent agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.**
- 7.08 The Union shall provide the Employer with thirty (30) days written notice of any increase or decrease in the amount of dues to be deducted from the bargaining unit employees.**

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.
- 8.04 The Employer will recognize a negotiating committee consisting of not more than three (3) bargaining unit members as selected by the union as well as representatives of the union.

ARTICLE 9: LEAVE FOR STEWARDS & ACCESS TO PREMISES

- 9.01 A steward shall obtain the permission of his/her manager before leaving his/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 steward shall report back to his/her manager before resuming his normal duties.
- 9.02 A steward will not receive pay for the time spent investigating complaints during his/her regular scheduled time off.
- 9.03 The Employer agrees that **Union Representative** 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/her 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 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: HEALTH AND 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. **The Employer bears the primary responsibility for ensuring that safe conditions prevail within the workplace and shall take appropriate and effective measures, both preventative and corrective, to protect the health and safety of all employees.**
- 10.02 The Employer and the Union agree that Part II of the Canada Labour Code, as amended from time to time, 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.

10.05 It is the responsibility of the employee and the Employer to observe the health and safety regulations that are applicable in the workplace and to ensure that the safety equipment that is available is being worn and/or used properly. In addition, it is the responsibility of the both the Employer and Employee to immediately advise any unsafe working conditions.

ARTICLE 11: HOURS OF WORK

11.01 The normal hours of work for full-time employees shall not exceed eight (8) hours in a day and forty (40) hours in a week exclusive of unpaid meal periods. The normal hours of work for part-time employees shall not exceed eight (8) hours in a day and twenty-seven (27) hours per week. A week shall include a period of seven (7) consecutive days starting at 0001 hours Monday morning and ending the following Sunday night at 2400 hours. This shall not be construed as guaranteeing an employee minimum or maximum hours of work per day or week.

11.02 Once in every three (3) week period, full-time employees shall be scheduled 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. A work schedule shall be posted in each outlet by each Thursday noon showing the scheduled daily working hours for each employee covered by this agreement for the following two (2) week period. The schedule posted for the second week shall be tentative and subject to finalization by the Employer by noon of the Thursday proceeding that week. If a schedule is not posted by Thursday noon, the schedule for the previous week will apply.

b. 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 affect only those employees. When such changes are necessary the employees will be given notice as far in advance as possible.

(c) The Employer shall forward to the Union or Union Steward a copy of the schedule as posted for each outlet when requested.

- 11.04 Meal periods are unpaid and 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 midpoint 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 ½) 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 qualifications, experience, ability and skill 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 scheduled to work a split shift unless otherwise mutually agreed.
- 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 otherwise 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 three (3) 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 workday 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 an employee wishes to change a shift with another qualified employee, he/she 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 nor for any premium pay or overtime resulting from the shift change. Any such request for a shift change shall not be unreasonably denied.
- 11.12 When an employee is required to work on the seventh (7th) consecutive day, he/she 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/she shall be paid for the overtime at a rate of pay not less than one and one-half (1½) times his regular rate.
- 12.02 Overtime shall be compensated in money, except where by the request of an employee, and with the approval of the Employer, overtime may be compensated in equivalent leave as stipulated in Articles 11.12 and 12.01. Earned leave will be taken within sixty (60) days. Any outstanding leave after this period will be paid out in equivalent cash.
- 12.03 Overtime shall be offered first, to the employees with the most seniority on the shift in the outlet which requires the overtime work, and thereafter in decreasing order of seniority, 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 Definitions:
- 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. 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.
- c. Probationary employees shall have no rights under the seniority provision of this agreement during the probation period outlined in Article 3.01c. The seniority of a full-time or part-time probationary employee who has completed his/her 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 or part-time work as appropriate;
- d. The Bargaining Unit shall be divided into the following operations called outlets:

Messes	Kitchen
Express Mart	Fitness and Wellness Centre
- e. A full-time employee given part-time status in accordance with Article 13.04 of the main agreement will retain seniority as a full-time employee for **Twelve (12)** months. At the end of this period the full-time employee will be given the choice of accepting severance pay and termination of employment or conversion to part-time status with the maintenance of all seniority accrued both as a full-time and part-time employee.
- 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.

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

- a. He/she voluntarily leaves his employment with the Employer;
- b. He/she is discharged for just cause;

- c. He/she has been laid-off for a continuous period of twelve (12) months;
 - d. He/she has been laid-off and is recalled to work and fails to return to work or to give in writing valid reasons for his/her inability to do so within three (3) working days of the date he/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 his/her current mailing address and telephone number;
 - e. He/she 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/she absents himself/herself from his/her work for more than three (3) working days without securing leave in accordance with Articles 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, lay-off and recall from lay-off 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, and skill 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/her outlet he/she shall be offered the part-time work provided he/she is able and qualified to perform the work. If he/she accepts the part-time work he/she shall receive the rate of pay of the job in which he/she is placed. A full-time employee who accepts part-

time work shall be retained on the lay-off list and shall be eligible for recall to a full-time position for a period of twelve (12) 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, the 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 lay-off list of the outlet concerned provided he/she is of the same classification level or higher than the classification level of the vacant position and provided he/she has the necessary Qualifications, experience, ability, and skill 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-paragraphs 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 Qualifications, experience, skill, and ability 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 vacancy 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 four (4) months for supervisory positions and three (3) months for non-supervisory positions. 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 in the outlet shall have preference over a part-time employee provided the full-time employee has the Qualifications, experience, skill, and ability to do the job.
 - 13.12 In this Article, the Employer is to be the judge of Qualifications, experience, skill, and ability but agrees that such decisions will not be made in an arbitrary or discriminatory manner.
 - 13.13 For the purpose of this agreement the term "Qualifications" where used in the Collective Agreement shall deem to be defined as the following: Job requirements in terms of training, education, experience, or equivalency, as necessary for the position, or as required by legislation.

ARTICLE 14: DESIGNATED HOLIDAYS

- 14.01 There shall be eleven (11) designated holidays with pay as follows:
 - a. New Year's Day
 - b. Good Friday
 - c. Easter Monday
 - d. Victoria Day
 - e. Canada Day
 - f. August Civic Holiday
 - g. Labour Day
 - h. Thanksgiving Day
 - i. Remembrance Day

- j. Christmas Day
 - k. Boxing Day
 - l One additional day when proclaimed by an Act of Parliament as a national holiday.
- 14.02 a. A full-time employee is entitled to designated holidays with pay listed in Article 14.01 when:
- I. He/she works his/her 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;
 - II. He/she has been employed with the Employer a minimum of thirty (30) calendar days; and
 - III. He/she is not on an authorized leave of absence without pay.
- b. Upon completion of thirty (30) days of employment, part-time employees shall be paid four and one-quarter percent (4.25%) of gross regular earnings as designated holiday pay every pay period. If a part-time employee works on that day, the employee will be paid at a rate of one and one half (1 ½) times their rate of pay for the hours worked on that day.**
- 14.03 **A fulltime** employee who is entitled to a designated holiday and is required to work on that designated holiday will be:
- a. Paid at the rate of one and one-half (1½) times his/her regular rate for the hours worked in addition to his/her regular wages for the day; or
 - b. Paid at the rate of one and one-half (1½) times his/her regular rate for the hours worked and be given a holiday with pay at some other time convenient to him/her and the Employer.

- 14.04 If a **fulltime** employee is not entitled to a paid designated holiday and he/she is required to work on a holiday he/she must be paid at one and one-half (1½) times his/her regular rate.
- 14.05 When a designated holiday falls on a day that is a non-working day for a **fulltime** 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 regular hourly rate of pay for the period involved. The vacation entitlement shall be earned as follows:

Continuous Full-time Employment	Entitlement
• In the 1st and 2nd years of continuous full-time employment	10 working days
• In the 3rd to 7th years of continuous full-time employment	15 working days
• In the 8th to 15th years of continuous full-time employment	20 working days
• In the 16th to 18th years of continuous full-time employment	22 working days
• In the 19th to 26th years of continuous full-time employment	25 working days
• In the 27th to 28th years of continuous full-time employment	27 working days
• On completion of 28 years continuous full time employment	30 working days

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

- 15.02 On termination of employment the employee is entitled to any vacation pay owed to him/her in respect to any prior completed year of employment and vacation pay for any portion of the year completed at the time of termination at his/her current wage.
- 15.03 Calculations for vacation entitlement 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/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 he/she 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.
- 15.09 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 A blank vacation schedule shall be posted on March 1st and such vacations will be granted on the basis of seniority by outlet. Employees must submit their request for vacation by April 15 at which time the Employer will finalize, approve and post the vacation schedule by May 1. Employees who fail to submit their vacation requests in accordance with the above shall forfeit their seniority rights for vacation preference and vacation requests shall be considered on a first come first served basis. 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 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/her 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/she 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/her vacation record. **It is recognized that the Employer will**

determine the sufficiency of any doctor's certificate proffered by an employee. The Employer will not act in an arbitrary or discriminatory manner in exercising that right.

15.16 Part-time employees will be paid vacation pay as follows:

- In the 1st and 2nd years of employment four (4) % of annual gross earnings
- In the 3rd to 7th years of employment six (6) % of annual gross earnings
- In the 8th to 15th years of employment eight (8) % of annual gross earnings
- In the 16th to 18th years of employment eight point eight (8.8) % of annual gross earnings
- In the 19th to 26th years of employment ten (10) % of annual gross earnings
- **In the 27th to 28th years of employment ten point eight (10.8) % of annual gross earnings**
- **In the 28th and subsequent years of employment twelve (12%) of annual gross earnings.**

15.17 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 15.07 will apply and in cases where operational requirements dictate it is understood that full-time employees will have preference over part-time employees.

ARTICLE 16: LEAVE GENERAL

Sick Leave Plan

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

- b. Sick leave benefits provide the full-time employee with salary protection as follows:

Continuous Full-time Service	Entitlement
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% of salary and remaining 13 weeks at 75% of salary
5 years but less than 7 years	First 9 weeks at 100% of salary and remaining 8 weeks at 75% of salary
7 years but less than 10 years	First 13 weeks at 100% of salary and remaining 4 weeks at 75% of salary
10 years and over	17 weeks at 100% of salary

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

- (1) The full-time employee must notify his/her manager of his/her absence prior to his/her regular starting time on the first day of absence or as soon as possible, at which time he/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 that occurs during the remainder of that calendar year provided that the employee is advised in writing of the requirement beforehand. Prolonged or frequent illness

may require additional certificates from another doctor mutually agreed upon, and

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

Leave for Employees with Child Care Responsibilities

16.02 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. When 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 delivery and end not later than seventeen (17) weeks following the actual day of her delivery.
- b. When 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 thirty-five (35) 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 actual 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.

16.03 The aggregate amount of leave of absence without pay that may be taken by two employees for childcare responsibilities will not exceed thirty-five (35) weeks.

16.04 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.

16.05 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 reorganization, and/or a renewal of the collective agreement, the employee is entitled upon return from leave to receive the same pay and benefits that the employee would have received had 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.

16.06 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.

16.07 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 Article 16.03 a. above the Employer shall continue to pay its share of contributions, for those employees who wish to

continue benefits. For those employees taking leave under Article 16.03 b. above arrangements will be made for the employee to make the necessary contributions.

16.08 An employee leaving on maternity leave shall be granted a two week allowance equal to the benefits the employee would receive from Employment Insurance Canada pursuant to Section 22 of the Employment Insurance Act, as may be amended from time to time, and for the remaining fifteen (15) weeks of maternity leave shall be granted a top-up allowance equal to the difference between the benefits the employee would receive from Employment Insurance and ninety three (93) percent of their gross pay as averaged over the previous two pay periods, in accordance with the following conditions:

- a. 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 Employment Insurance benefits pursuant to section 22 of the Employment Insurance Act, as may be amended from time to time, shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan;**
- b. An employee who receives the allowances shall return to work for a period equal to the amount of maternity leave taken, 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 however, if at or before the time of commencing such maternity leave, the employee believes that she will not be able to comply with the obligation to return to work she shall have the option of electing to defer her allowance entitlements**

under this article until such time as she returns to work for the Employer. If such an employee then does return to work for the period required in this article, she will be given her maternity leave allowance in the form of a lump sum payment at the end of that period of time.

- c. Should the employee fail to return to work as per the provisions of Article 16:08b the employee recognizes that she is indebted to the Employer for the full amount of the two (2) week allowance and the fifteen (15) week top-up allowance; and “In situations where circumstances beyond the control of the employee prevent them from complying with their return to work obligations in this Article, the Employer may forgive a portion of the above-described amount for which such employee would be indebted to the to the Employer. Such amount forgiven will not exceed the value of the top-up allowance received by the employee in the last three weeks of any allowance she received in accordance with this article.”**
- d. 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.**

Bereavement Leave

- 16.09 a. An employee will be given leave with pay for **five (5) days** immediately following the death of a member of his/her immediate family and leave with pay for one (1) day in the case of a distant relative. In addition he/she may be granted up to two (2) days leave with pay for the purpose of necessary travel related to the death. **The bereavement leave specified in Article 16.10a is to be taken consecutively unless otherwise granted by the Employer in writing.**

- b. For the purpose of this Agreement, immediate family will comprise anyone of the following; brother or sister, mother or father, (or alternatively, step-father, step-mother, or foster parents), father-in-law or mother-in-law, husband or wife, (including common-law spouse resident with the employee) son or daughter (including son or daughter of common-law spouse), grandparents, **grandchild**; and distant relatives will be any of the following: brother-in-law, or sister-in-law, son-in-law, 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/she will have missed.
- d. Should the day of internment be a different day than that of the funeral, the employee will have the option of saving one (1) of their paid days of bereavement to be used on the date of internment.

Jury Duty

- 16.10 In the event an employee is summoned for jury duty, the Employer agrees to make up the difference, if any, between the amount paid him/her for jury services and the amount he/she could have earned had he/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 he/she has been summoned for jury duty.

Court Leave with Pay

- 16.11 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, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his/her position;
- d. Before a legislative council, legislative assembly or House of Assembly, or any committee thereof that is authorized by law to 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/her for witness fees and the amount he/she would have earned had he/she worked on the day he/she 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/she has been summoned as a witness.

Adoption and Birth Leave

- 16.12 a. A **Part-time** employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption or birth of his/her 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.

Leave of Absence Without Pay

- 16.13 An employee may be granted a leave of absence without pay provided he/she receives permission in advance from the Employer in writing. Such leave of absence will not be unreasonably withheld. 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 at 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/her former position or to a similar position at the then prevailing wage rate at the expiration of the leave of absence.

- 16.14 An employee shall be granted a leave of absence to attend union training or education activities, subject to Article 16.14. Where the leave of absence is less than two weeks the Employer shall continue to pay its share of benefit premiums, should the employee elect to continue coverage.

16.15 Military Leave

An employee may be granted leave of absence without pay, during the period that, as a member of the Reserve, the employee is required to be absent from his/her position for annual training, attending essential service parades, on duty necessitated by the declaration of a disaster pursuant to Section 34 of the National Defence Act, on duty with his/her unit to combat a local emergency such as flood or fire when a disaster has not been declared, on duty or reserve training pursuant to Section 33 of the Act, or for taking a prescribed course for the purpose of qualifying for a higher rank.

Length of service continues to accrue during absences of up to twelve (12) months on military leave.

An employee may continue group benefits coverage for up to twelve (12) months while on military leave provided the employee pays his/her share of contributions; NPF shall continue to pay its share of contributions. The employee shall be restored to his/her former position at the then prevailing rate of pay at the expiration of leave.

16.16 Family Related Leave

- a. In each fiscal year, a full-time employee who has completed his/her probationary period and who is required to attend to family related matters during scheduled working hours for reasons beyond his/her control is entitled to up to five (5) days family-related leave with pay as follows:**
 - i One half (½) day to attend a medical or dental appointment of a member of the immediate family when the immediate family member is incapable of attending the appointment by himself or herself, or for appointments with appropriate authorities in school or adoption agencies. An employee is expected to make every effort to schedule medical or dental appointments for immediate family members outside of scheduled working hours.**
 - ii Up to three (3) consecutive days of leave with pay for the temporary care of a sick member of the employee's immediate family.**
 - iii Up to three (3) consecutive days leave with pay for the needs directly related to the birth of an employee's child. This leave may be divided into two (2) separate periods and granted on separate days.**
 - iv Up to three (3) consecutive days leave with pay for the needs directly related to the adoption of the employee's child. This leave may be divided into two (2) separate periods and granted on separate days.**
 - v Up to one (1) day leave with pay to attend to personal/family emergencies beyond the control of the employee.**
- b. For the purposes of this Article, an immediate family member is defined as:**

- i spouse, including common-law spouse resident with the employee;**
 - ii son or daughter, including foster children and children of a spouse or common-law spouse residing with the employee;**
 - iii parents, including step-parents or foster parents; and**
 - iv any relative permanently residing with the employee.**
- c. The employee requesting leave under this provision must notify his or her supervisor as far in advance as possible and in any event prior to the beginning of his/her shift.**
- d. This leave must be taken in no less than half day (1/2) day increments.**
- e. Pay for family related leave shall be calculated based on one fifth (1/5) of the employee's average weekly salary during the two (2) pay periods immediately preceding the leave.**

ARTICLE 17: GRIEVANCE PROCEDURES

17.01 The purpose of any grievance procedure is to maintain good relations between employees, Union and the Employer 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 includes an informal or oral complaint stage for employees. Managers are available for private consultations with an employee who wishes to discuss a complaint or grievance. Before a formal grievance is presented, the employee is encouraged to discuss it as an

oral complaint with the Manager concerned, either privately or, in the presence of his/her full-time Union Representative or Steward. If the employee is not satisfied with the result of such discussions, a formal grievance may then be presented.

17.03 The grievance procedure consists of three (3) levels. The Employer shall designate a senior representative for the first and second levels and shall inform the Union, of the name, title and address of the person so designated. This information shall be communicated to employees by means of notices posted by the Employer on the Union bulletin board. The final level shall be the Minister of National Defence or his/her delegate.

17.04 Subject to and as provided in Part II of the Public Service Labour Relations Act, as may be amended from time to time, an employee who feels that he/she has been treated unjustly or considers himself/herself aggrieved by the interpretation or application of the Collective Agreement or arbitral award, or by any matter affecting the terms and conditions of his/her employment other than a matter arising from the classification process, is entitled to present a grievance in the manner prescribed in Article 17.10 except that,

- a. where there is another administrative procedure provided by or under any Act of Parliament other than the Canadian Human Rights Act to deal with his/her specific complaint, such procedure must be followed; and**
- b. where the grievance relates to the interpretation or application of this Collective Agreement or Arbitral Award, he/she is not entitled to present the grievance unless he/she has the approval of and is represented by the Union.**

17.05 Subject to and as provided in Part II of the Public Service Labour Relations Act as may be amended from time to time, the Union may present a group grievance on behalf of a group of employees who feel aggrieved by the interpretation

- or application, common in respect of those employees, of this Collective Agreement or Arbitral Award other than a matter arising from the classification process, in the matter prescribed in this Article except that, where there is another administrative procedure provided by or under any Act of Parliament, other than the Canadian Human Rights Act, to deal with the specific complaint, such procedure must be followed.**
- 17.06 An employee or the Union on behalf of a group of employees 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.**
- 17.07 An employee, or the Union on behalf of a group of employees, 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 Non Public Funds Human Resources Office.**
- 17.08 An employee has the right to be represented by his/her full-time Union Representative or 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.**
- 17.09 The Union Representative, at the request of an employee/group of employees who has presented a grievance, his/her full-time Union Representative or Steward shall have the right to consult with the person designated to reply on the Employer's behalf at any level in the grievance procedure. At levels other than the final level, the request for consultation may be made orally.**

- 17.10 An employee or the Union on behalf of a group of employees 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.**
- Any levels in the grievance procedure, except the final level, may be by-passed by the mutual consent of the Employer, the employee/group of employees and the full-time Union Representative or Steward.**
- 17.11 An individual grievance, or a group grievance shall be resented 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/group of employees is notified orally or in writing, or where the employee/group of employees is not so notified, after the day on which the employee/group of employees became aware of the action or circumstances giving rise to the grievance.**
- 17.12 When an employee, or the Union on behalf of the employees 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 or the Union on behalf of a group of employees in writing by the Employer.**
- 17.13 When an employee or the Union on behalf of a group of employees does not receive a response to the grievance within fifteen (15) days, the employee or the Union on behalf**

of a group of employees is entitled to submit the grievance to the next higher level.

- 17.14 The Employer shall normally reply to an employee's/group of employees' 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.**
- 17.15 The time limits stipulated in the grievance procedure may be extended by mutual agreement between the Employer, the grievor, and the full-time Union Representative or Steward.**
- 17.16 In determining the time within which any action is to be taken in the grievance procedure, Saturdays, Sundays and designated holidays shall be excluded.**
- 17.17 An employee or the Union on behalf of a group of employees 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.**
- 17.18 An employee or the Union on behalf of a group of employees who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless in the opinion of the Employer, it was not possible for the employee/Union to comply with the prescribed time limits.**
- 17.19 Where an employee or the Union on behalf of a group of employees 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/group of employees' satisfaction, he/she may refer to the grievance to adjudication in accordance with the provisions of the Public**

Service Labour Relations Act and Regulations as may be amended from time to time.

17.20 When a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of his/her of a provision of a Collective Agreement or an Arbitral Award, the employee is not entitled to refer the grievance to adjudication unless the Union for the Bargaining Unit to which the Collective Agreement or Arbitral Award applied, signifies in a prescribed manner:

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

17.21 The Union may refer to adjudication any group grievance that has been presented up to and including the final level of the grievance process and that has not been dealt with to its satisfaction.

ARTICLE 18: PAY

18.01 An employee shall be paid for services rendered at a rate of pay specified in Appendix “A” Where a part-time employee is converted to full-time status in the same job level he/she shall retain his current rate of pay. Where an employee is **the successful candidate in a job competition for a position of a higher **classification** he/she shall be placed on the grid commensurate with his/her length of service, to a maximum of twelve (12) months commensurate with his/her length of service, to a maximum of twelve (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 appointed in writing by the Employer to temporarily perform the duties of a higher classification in the

- Bargaining Unit for one (1) or more consecutive working days, he/she shall be paid as if he/she had been appointed to that higher classification level for that period from the first (1st) 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 one (1) or more consecutive days, he/she shall be paid in addition to his/her normal rate of pay, a twenty (20) percent increment based upon his/her 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) form of 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/she does not attend.
- 20.02 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.
- 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 (24) hours in advance to Non Public Funds Personnel, an employee will have visual access to his/her own personal file. Access to an employee's personal file will be limited to once (1) per year.

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 the Bargaining Agent. The job

will be evaluated in accordance with the NPF Job Evaluation Program by the Job Evaluation Committee. The rate of pay for the job will be as per the applicable pay level in Annex A. Jobs shall be reviewed by the Job Evaluation Committee if the job changes significantly.

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.
- 24.02 An annual allowance of **Seventy Five (\$75)** dollars shall be provided to those employees who are required to wear safety footwear under the provisions of Part II of the Canada Labour Code as may be amended from time to time. This allowance shall be paid no more frequently than once a year on presentation of a sales receipt.

ARTICLE 25: MEETINGS

25.01 Members of the Bargaining Unit who attend mandatory meetings called by the Employer, shall be paid a minimum of three (3) hours pay at his/her regular rate of pay.

ARTICLE 26: SHORTAGES

- 26.01 Shortages that occur to 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; and
 - 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

Negotiations

- 27.01
- a. **It is agreed and understood that the Employer and the Union will incur the cost of production and distribution of the collective agreement on an alternating basis. The production of this Agreement will be the responsibility of the Employer.**
 - b. **The Employer shall pay fifty percent of the cost of the meeting rooms for all negotiations.**

ARTICLE 28: SEVERANCE PAY

Full-time and part-time employees whose employment is terminated by the Employer for administrative reasons beyond the control of the employee are entitled to severance pay and notice or pay in lieu of notice. Factors considered beyond employee control are:

- a. Permanent closing of the base;**
- b. Permanent closing of a facility;**
- c. Reduction of the work force; and**
- d. Reorganization.**

The severance pay entitlement for full-time and part-time employees shall be at a rate of two (2) weeks for the first year of continuous service as appropriate and one (1) week for each completed additional year of continuous service, up to a maximum of twenty-eight (28) weeks.

Notice or salary entitlement in lieu of notice;

**probationary and part-time employees two (2) weeks;
and**


full-time employees one (1) month.

ARTICLE 28: TERM OF AGREEMENT

- 29:01 This Agreement shall be in force and effect from November 4th, 2009 to November 3rd, 2012, and in accordance with the provisions of the Public Service Labour Relations Act.
- 29:02 Either party may give the other party notice of renewal and/or amendment of this Collective Agreement at any time within ninety (90) days prior to the expiry of this Collective Agreement. The parties shall endeavour to meet within fifteen (15) days of such notice being received.
- 29:03 When possible the Parties agree to sign the Collective Agreement within thirty (30) days of ratification by the Union.

Signed at North Bay, Ontario this 9th day of July 2010


For the Union:




Reine Beliveau



Linda Martin




Todd Proulx
Negotiator




Dave White
UFCW Local 175, Chief Negotiator

For the Employer:



D.E. Martin
Brigadier-General, (Ret'd)
Chief Executive Officer
Staff of the Non-Public Funds
Canadian Forces



Adrian Scales
Director Labour Relations
Chief Negotiator
Staff of the Non-Public Funds
[CF]
Canadian Forces Personnel &
Family Support Services

Appendix “A” - Pay Grid for 22 Wing North Bay

04-Nov-08	START	END PROB	12 MOS	18 MOS	24 MOS	36 MOS
1	\$9.55	\$9.62	\$9.72	\$9.82	\$9.91	\$10.01
2	\$9.65	\$9.72	\$9.82	\$9.91	\$10.01	\$10.11
3	\$9.74	\$9.82	\$9.91	\$10.01	\$10.20	\$10.98
4	\$10.35	\$10.85	\$11.45	\$11.95	\$12.40	\$13.37
5	\$13.00	\$13.55	\$14.05	\$14.50	\$15.05	\$16.13
6	\$14.54	\$14.89	\$15.30	\$15.66	\$16.07	\$17.30
7	\$15.76	\$16.17	\$16.58	\$16.98	\$17.44	\$18.65

04-Nov-09	START	END PROB	12 MOS	18 MOS	24 MOS	36 MOS
1	\$9.76	\$9.84	\$9.94	\$10.04	\$10.13	\$10.25
2	\$9.87	\$9.96	\$10.05	\$10.14	\$10.24	\$10.34
3	\$9.98	\$10.06	\$10.15	\$10.26	\$10.43	\$11.23
4	\$10.58	\$11.09	\$11.71	\$12.22	\$12.68	\$13.67
5	\$13.29	\$13.85	\$14.37	\$14.83	\$15.39	\$16.49
6	\$14.87	\$15.23	\$15.64	\$16.01	\$16.43	\$17.69
7	\$16.11	\$16.53	\$16.95	\$17.36	\$17.83	\$19.07

31-Mar-10	START	END PROB	12 MOS	18 MOS	24 MOS	36 MOS
1	\$10.25	\$10.33	\$10.40	\$10.48	\$10.57	\$10.72
2	\$10.34	\$10.41	\$10.49	\$10.59	\$10.67	\$10.83
3	\$10.42	\$10.50	\$10.60	\$10.68	\$10.76	\$11.23
4	\$10.58	\$11.09	\$11.71	\$12.22	\$12.68	\$13.67
5	\$13.29	\$13.85	\$14.37	\$14.83	\$15.39	\$16.49
6	\$14.87	\$15.23	\$15.64	\$16.01	\$16.43	\$17.69
7	\$16.11	\$16.53	\$16.95	\$17.36	\$17.83	\$19.07

04-Nov-10	START	END PROB	12 MOS	18 MOS	24 MOS	36 MOS
1	\$10.25	\$10.33	\$10.40	\$10.48	\$10.57	\$10.72
2	\$10.34	\$10.41	\$10.49	\$10.59	\$10.67	\$10.83
3	\$10.42	\$10.50	\$10.60	\$10.68	\$10.76	\$11.48
4	\$10.82	\$11.34	\$11.97	\$12.49	\$12.96	\$13.98
5	\$13.59	\$14.17	\$14.69	\$15.16	\$15.73	\$16.86
6	\$15.20	\$15.57	\$16.00	\$16.37	\$16.80	\$18.09
7	\$16.48	\$16.91	\$17.33	\$17.75	\$18.23	\$19.50

04-Nov-11	START	END PROB	12 MOS	18 MOS	24 MOS	36 MOS
1	\$10.25	\$10.33	\$10.40	\$10.48	\$10.57	\$11.00
2	\$10.34	\$10.41	\$10.49	\$10.59	\$10.67	\$11.10
3	\$10.42	\$10.50	\$10.60	\$10.68	\$10.76	\$11.77
4	\$10.82	\$11.34	\$11.97	\$12.49	\$12.96	\$14.33
5	\$13.59	\$14.17	\$14.69	\$15.16	\$15.73	\$17.29
6	\$15.20	\$15.57	\$16.00	\$16.37	\$16.80	\$18.54
7	\$16.48	\$16.91	\$17.33	\$17.75	\$18.23	\$20.00

Pay Notes:

- A. Subject to ratification by the Union and the Employer, effective 4 November 2009 the attached pay grid shall be put into effect. Employees employee will be placed on the new pay grid in accordance with their current seniority. Their rates of pay will then increase on the dates indicated on the grid to the extent indicated of the grid.
- B. Any employee whose rate of pay is above the top step increment will not have their current pay reduced but will retain their current rate of pay until the top step increment on the pay grid for their job level exceeds their rate of pay; at this point, the rate of pay for those employees will increase to the closest rate on the grid.
- C. The agreement will expire on 3, November 2012.

Letter of Understanding One - Workers Compensation Claims

As per the commitment given during contract negotiations, 22 Wing, as Staff of the Non-Public funds will advance to full-time employees, upon request who have submitted a claim to WSIB, subject to the following conditions:

- a. that the claim has been approved by the WSIB;
- b. the advance will not exceed the estimated amount that would be due to the employee from WSIB;
- c. That the employee agrees to reimburse the Employer the full amount of the advance within seven (7) days of receipt of the funds from WSIB;
- d. That should at any time the claim be denied, the employee will reimburse the Employer the amount of the advance immediately; and
- e. The disbursement of the advance will coincide with the regular pay schedule.

Signed at North Bay, Ontario this 9th day of July, 2010


For the Union:




Reine Beliveau



Linda Martin




Todd Proulx



Dave White
UFCW Local 175, Chief Negotiator

For the Employer:



D.E. Martin
Brigadier-General, (Ret'd)
Chief Executive Officer
Staff of the Non-Public Funds
Canadian Forces



Adrian Scales
Director Labour Relations
Chief Negotiator
Staff of the Non-Public Funds
[CF]
Canadian Forces Personnel &
Family Support Services

Letter of Understanding Two - Breaks for NPF Staff

Re Article 11.04

All out NPF outlets: for scheduled shifts that reflect a single person operation the following will apply;

Fifteen (15) minute breaks will be added onto the end of the shift and paid if break is not taken, or

The appropriate Manager will administer this mutual agreement with documentation that would be placed on personnel file.


Signed at North Bay, Ontario this 9th day of July, 2010

For the Union:


Reine Beliveau


Linda Martin


Todd Proulx


Dave White

UFCW Local 175, Chief Negotiator

For the Employer:


D.E. Martin

Brigadier-General, (Ret'd)
Chief Executive Officer
Staff of the Non-Public Funds
Canadian Forces


Adrian Scales

Director Labour Relations
Chief Negotiator
Staff of the Non-Public Funds
[CF]
Canadian Forces Personnel &
Family Support Services

Letter of Understanding Three - Education and Training Trust Fund Contributions

The Employer shall contribute two hundred and fifty dollars (\$250.00) within two (2) weeks of ratification and a further two hundred and fifty dollars (\$250.00) on the anniversary date in each year of the Agreement thereafter to the Union's Education and Training Trust Fund.

Signed at North Bay, Ontario this 9th day of July, 2010

For the Union:




Reine Beliveau



Linda Martin




Todd Proulx




Dave White
UFCW Local 175, Chief Negotiator

For the Employer:



D.E. Martin
Brigadier-General, (Ret'd)
Chief Executive Officer
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Letter of Understanding Four - Personal Appointments

Employees agree to provide the Employer with as much notice of appointments as possible prior to the posting of the work schedule for the week in question. In turn, the Employer will make its best efforts to accommodate the employee's request not to be scheduled to work at the time of their appointment and that such employee will not lose hours as a result of such approved request.

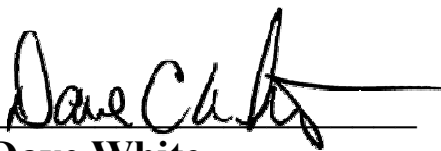
Signed at North Bay, Ontario this 9th day of July, 2010

For the Union:



Reine Beliveau



Linda Martin


Todd Proulx


Dave White
UFCW Local 175, Chief Negotiator

For the Employer:


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Letter of Understanding Five - Direct Deposits

Employees shall be paid bi-weekly by direct deposit which shall be received by Thursday of each pay week. The Employer shall make provisions for employees to receive electronic copies of their bi-weekly pay stubs. At the request of an employee, the Employer shall provide a hard copy of the employee's pay stub to such employee at their place of employment as covered by this agreement.

Signed at North Bay, Ontario this 9th day of July, 2010

For the Union:


Reine Beliveau


Linda Martin


Todd Proulx


Dave White

UFCW Local 175, Chief Negotiator

For the Employer:


D.E. Martin

Brigadier-General, (Ret'd)
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Letter of Understanding Six - Bargaining Unit Work

The parties acknowledge that non-bargaining unit employees shall not perform work normally performed by bargaining unit employees except in circumstances when qualified employees are not available. Upon request, the UFCW Steward, or designate, shall be informed of all the details, including who is to perform, or has performed the work.

Notwithstanding the forgoing, the parties recognize that the employer has a genuine need to employ temporary and casual employees who may or may not be members of the bargaining unit and the employer's right to offer sufficient work to continue to employ those individuals is recognized subject to the terms and conditions of this agreement.


Signed at North Bay, Ontario this 9th day of July, 2010

For the Union:



Reine Beliveau



Linda Martin


Todd Proulx


Dave White
UFCW Local 175, Chief Negotiator

For the Employer:


D.E. Martin
Brigadier-General, (Ret'd)
Chief Executive Officer
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Canadian Forces


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Letter of Understanding Seven - Creation of Museum Employee position

The Employer agrees that should a position of Category I Curatorial Assistant at 22 Wing North Bay be created at anytime in the future the Employer shall contact the Bargaining Agent prior to the job posting.


Signed at North Bay, Ontario this 9th day of July, 2010

For the Union:



Reine Beliveau



Linda Martin


Todd Proulx


Dave White
UFCW Local 175, Chief Negotiator

For the Employer:


D.E. Martin
Brigadier-General, (Ret'd)
Chief Executive Officer
Staff of the Non-Public Funds
Canadian Forces


Adrian Scales
Director Labour Relations,
Chief Negotiator
Staff of the Non-Public Funds
[CF]
Canadian Forces Personnel &
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Letter of Understanding Eight - Training

This letter will confirm that where the Employer requires employees to attend training that the Employer deems necessary for the performance of the employee's job, the Employer shall pay for the cost of such training.

Any employee who is required by the employer to take a course shall have:

- a) The fee of the course paid for;**
- b) If attendance is during working hours the time spent at the course shall be paid for at the rates and conditions provided under this Agreement as though such employee was at work. All training hours spent shall be paid at the regular rate.**
- c) If the course requires travel they will be reimbursed for fuel costs or transportation to the course in accordance with the Employers policies.**


Signed at North Bay, Ontario this 9th day of July, 2010

For the Union:



Reine Beliveau


Linda Martin


Todd Proulx


Dave White
UFCW Local 175, Chief Negotiator

For the Employer:


D.E. Martin
Brigadier-General, (Ret'd)
Chief Executive Officer
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Understanding of Remittance Procedure:

The parties have reached the following understandings in respect of the application of Article 7 “Check-Off” in the Collective agreement:

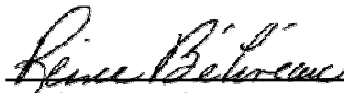
1. Upon the hiring of a new employee the local Human Resources (HR) person while issuing the Employer’s hiring package will include the union’s “United Food and Commercial Workers Union Membership Application Form” and “consent form” in respect of the disclosure of social insurance numbers. These forms once received completed from the employees would then be forwarded to the union as per Article 7.05 with the next dues remittance.
2. In respect to the Dues Report due each month as currently outlined in article 7.06 it is the understanding of the parties that items 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14 and 15 will be forwarded to the unions Mississauga office either by mail or email along with the remittance payment.

An additional separate monthly report would include the employee’s full name (2), employee number (3), date of hire (6) and date of termination (16). In an additional column the employer would provide the date the SIN (1) consent form was forwarded to the local union and attached to the form would be the recently collected SIN consent forms for that reporting period.

To clarify, both a copy of the “United Food and Commercial Workers Union Membership Application Form” and a copy of the completed SIN Consent form should be forwarded to the union one time only, and this shall be in full satisfaction of the employer’s obligation to provide Social Insurance Numbers to the Union under article 7 of the Collective Agreement. If applicable the employer may want to retain a copy of the employees completed SIN Consent form in the employees employment file.

Signed at North Bay, Ontario this 9th day of July, 2010

For the Union:




Reine Beliveau



Linda Martin




Todd Proulx




Dave White
UFCW Local 175, Chief Negotiator

For the Employer:



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