

AGREEMENT

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

AND

PUBLIC SERVICE ALLIANCE OF CANADA

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

CANADIAN FORCES BASE AT PETAWAWA

EXPIRY DATE: 31 August 2006

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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 the quality and to increase the efficiency of the services provided and to promote the well-being of the employees.

ARTICLE 2: RECOGNITION

- 2.01 a. The Employer recognizes the Public Service Alliance of Canada, certified by the Public Service Staff Relations Board on 30 June, 1997, as Bargaining Agent for all employees of the Employer in the Operational and Administrative Support Categories employed at the Canadian Forces Base at Petawawa, in Ontario save and except managers.
- b. The Employer recognizes the Public Service Alliance of Canada certified by the Public Service Staff Relations Board on 24 June 1980, as Bargaining Agent for all employees of the Employer in the Administrative Support Category employed at Canadian Forces Base at Petawawa in Ontario save and except managers.

ARTICLE 3: INTERPRETATION AND DEFINITIONS

3.01 For the purpose of this Agreement:

- a. "Full-time Employee" means an employee who has completed his probationary period and is employed on a continuing basis for thirty-two (32) or more hours per week.
- b. "Part-time Employee" means an employee who has completed his/her probationary period and who may be employed on a continuing basis but works less than thirty-two (32) 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. The probationary period shall not normally exceed:
- (1) supervisory - three (3) months;
 - (2) non-supervisory - two (2) months.

3.01 d After meaningful consultation with the Union the Employer may extend the probationary period beyond the original probationary period specified above in the event that the employee's

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evaluation is unsatisfactory upon conclusion of the original probationary period. The maximum probation extension will be limited to one month.

3.02 The Employer agrees to advise new employees that a Collective Agreement is in effect between the parties. A new employee will be advised of the name and location of the local Union President.

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.

5.02 New NPF employees may be released during the probationary period for just cause. The employee may have access to the grievance procedure but may not refer a grievance to adjudication.

5.03 Such rights will not be exercised in a manner inconsistent with the express provisions of this Agreement and such rights are to be exercised in a reasonable manner consistent with the terms of this agreement.

ARTICLE 6: 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.

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ARTICLE 7: CHECK-OFF

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

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

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

7.03 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.

7.04 The Employer agrees to remit dues together with a list of employees from whom deductions have been made to the Union and the Local at its mailing address by the fifteenth (15th) day following the end of each calendar month, except for mail strikes or other circumstances beyond the Employer's control. The Employer agrees to supply the Bargaining Agent, monthly, with the name and job title of each new bargaining unit employee. The Employer also agrees to supply the Union, including the Local, monthly, with the name and job title of each bargaining unit employee, including notice of such employees whose employment has been terminated.

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

ARTICLE 8: APPOINTMENT OF REPRESENTATIVES

8.01 The Employer acknowledges the right of the Bargaining Agent to appoint employees as representatives.

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

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

ARTICLE 9: LEAVE FOR REPRESENTATIVES AND ACCESS TO PREMISES

9.01 a. A representative shall obtain the permission of his manager before leaving his work to investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called

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by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his manager before resuming his normal duties.

- b. The Employer will grant leave without pay to a maximum of four (4) employees for the purpose of attending preparatory contract negotiation meetings, negotiations, or conciliation board meetings concerning the Non Public Fund employees at CFB Petawawa.

9.02 The Employer agrees that accredited officials of the Bargaining Agent may be granted access to the Employer's premises upon request and following the consent of the Base Commander or his delegate. Such applications shall not be unreasonably withheld.

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

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

9.05 The Union shall notify the Employer promptly and in writing of the names and positions of its accredited officials.

9.06 When operational requirements permit, the Employer will grant leave without pay for a maximum of two (2) weeks duration to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative, subject to two (2) weeks notice to the Employer, to a maximum of fifteen (15) working days per calendar year.

ARTICLE 10: HEALTH AND SAFETY

10.01 The Employer shall continue to make reasonable provisions for the occupational safety and health of employees.

10.02 The Employer and the Union agree that the provisions of Part II of the Canada Labour Code apply for the purposes of occupational safety and health.

ARTICLE 11: HOURS OF WORK

- 11.01 a. Operational Category:
The normal hours of work shall not exceed eight (8) hours in a day and forty (40) hours in a week. A week will include a period of seven (7) consecutive days starting

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at 0000 hours Monday and ending the following Sunday at 2400 hours.

b. Administrative Support Category:

The normal hours of work shall not exceed eight (8) hours in a day and forty (40) hours in a week except that the normal hours of work for employees performing office work outside the CANEX operational facilities shall not exceed seven and one-half (7½) hours in a day and thirty-seven and one-half (37½) hours in a week.

11.02 A work schedule shall be posted on the appropriate bulletin board showing the scheduled daily working hours for each employee covered by this Agreement for the following week. The schedule will be posted by Wednesday at 1600 hours of each week. If a schedule is not posted by Wednesday, the schedule for the previous week will apply. After Wednesday, no changes in schedule for the following week will be made, except where changes are necessary due to circumstances beyond the control of the Employer. Where such changes are necessary, the employee will be given notice as far in advance as possible.

11.03 If an employee is scheduled for work in accordance with Article 11.02 and he reports to work and there is no work available he shall be paid a minimum of three (3) hours pay at his regular rate.

11.04 Once in every three (3) week period, employees shall be scheduled two (2) consecutive days off, which shall be either a Friday-Saturday, Saturday-Sunday or a Sunday-Monday combination at the discretion of the Employer.

11.05 Upon the written request of an employee and with approval of the Employer, Article 11.04 may be rendered void for the employee.

11.06 The Employer will advise and consult the local union president or if unavailable, another local union executive member of any change in hours of work which the Employer proposes to institute at least fifteen (15) calendar days in advance, when such changes will affect the majority of the employees governed by the schedule. In all cases following such changes, the Employer will, where practical, accommodate such local employee representations as may have been conveyed by the local union president.

11.07 Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

11.08 Where the Employer determines there is a clear-cut need, wash-up time to a maximum of ten (10) minutes will be permitted immediately before the end of a workday.

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

11.10 The meal period shall remain as per past practice unless changes are mutually agreed upon. Also, except in those operations, which normally employ only one person, the meal periods shall be

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uninterrupted.

11.11 No employee shall be required to work a shift of less than three (3) hours without the agreement of the employee.

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

11.13 Any additional hours which become available, will be offered first to bargaining unit employees, in their job title, in their outlet, based on seniority, provided that additional hours do not result in overtime, do not conflict with existing schedules and do not result in a change in status of the employee or in the payment of premium pay. Available additional hours are those hours, which become available due to scheduled or unscheduled absences of bargaining unit employees or changes in operational requirements.

11.14 All work schedules shall be written in ink.

11.15 No employee shall be required to work a new shift unless a minimum of eight (8) hours has passed since the previous day's work period ended unless otherwise mutually agreed.

ARTICLE 12: OVERTIME

- 12.01
- a. Operational Category:
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 wages not less than one and one half (1½) times his regular rate of wages.
 - b. Administrative Support Category:
When an employee is required to work in excess of the normal hours of work, he shall be paid for the overtime at a rate of wages not less than one and one-half (1½) times his regular rate of wages.

12.02 When an employee is required to work in excess of the normal hours of work stipulated in 11.01 he/she is entitled to overtime compensation for each completed period of fifteen (15) minutes of overtime worked by him/her at the rate of time and one-half (1½) except as provided in subsection a, b, and c.

- a. Double time for all overtime worked in excess of eight (8) overtime hours on the normal working day;
- b. Double time for all overtime worked in excess of eight (8) consecutive overtime hours on a day of rest; and
- c. Double time for overtime on the second day of rest provided that the second day of rest is contiguous with the first day of rest.

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12.03 Overtime shall be compensated in cash, except upon the request of an employee and with the approval of the Employer; overtime shall be compensated by leave with pay. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate. Payment of such leave shall be at the employee's straight-time rate of pay in effect on the date immediately prior to the day on which the leave is taken.

12.04 The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

12.05 If compensatory leave with pay earned cannot be liquidated by the end of a twelve (12) month period, to be determined by the Employer, then payment in cash will be made at the employee's then current rate of pay.

12.06 Meal Allowance

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

- (1) immediately before the employee's scheduled hours of work, or
- (2) immediately following the employee's scheduled hours of work,

and who has not been notified of this requirement prior to the completion of his previous shift, shall be reimbursed for one (1) meal in the amount of Nine Dollars and fifty cents (\$9.50) except where free meals are provided. Reasonable time, to be determined by the Employer shall be allowed the employee in order that the employee may take an unpaid meal break either at or adjacent to the employee's place of work.

12.07 Overtime shall be offered first to the employee with the greatest seniority on the shift in the outlet which requires the work, provided the employee is of the same classification (job title) 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

Definitions

- 13.01
- a. Full-time seniority shall be defined as the total length of continuous full-time employment in the Bargaining Unit;
 - b. Part-time seniority shall be defined as the total length of continuous part-time employment in the Bargaining Unit;
 - c. For the purposes of scheduling, the seniority of an employee transferred from one

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operation to another as the result of a competition, job change based on seniority or transfer at the request of an employee, shall date from the employee's first day of continuous work in the operation;

d. Probationary employees shall have no rights under the seniority provision of this agreement during the probation period outlined in Article 3.01 c. The seniority of a probationary employee who has completed the 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 employment in the bargaining unit.

e. The bargaining Unit shall be divided into the following operations called outlets:

- (1) CANEX Retail Store
- (2) CANEX Grocery Group (CANEX Supermarket, CANEX Expressmart)
- (3) CANEX Food Court
- (4) CANEX Canteens
- (5) CANEX Maintenance
- (6) Jr. Ranks Messes
- (7) Sgts. & W.O. Messes
- (8) Officer's Mess
- (9) Community Recreation
- (10) Twin Rivers Golf Course
- (11) Petawawa Post
- (12) NPF Accounts
- (13) Jubilee Lodge Marina
- (14) Campground
- (15) Health Promotions
- (16) Normandy Court
- (17) Dundonald Hall (Fitness Sports) Silver Dart Arena

13.02 The employee will lose seniority rights under this agreement and the employee's services will be terminated if:

- a. The employee voluntarily leaves employment with the Employer;
- b. The employee is discharged for just cause;
- c. The employee has been laid-off for a continuous period of twelve (12) months and is not recalled;
- d. The employee has been laid off and is recalled to his-her former position for which he-she is qualified and fails to return to work or to give in writing valid reasons for the employee's inability to do so within five (5) working days of the date the employee 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 the employee's current mailing address and telephone number;

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- e. The employee overstays a leave of absence granted by the Employer in accordance with Articles 15 and 16 without securing an extension of such leave;
- f. The employee absents himself/herself from work for more than five (5) working days without securing leave or without producing evidence of a valid reason satisfactory to the Employer. It is understood and agreed that this Article does not permit or sanction absences of five (5) days or less without reasons satisfactory to the Employer.

13.03 Lay-off and recall from lay-off shall be by outlet. Employees in the outlet shall be laid-off in accordance with their seniority as set out in article 13.01 a) or 13.01b) such that senior employees have preference over junior employees. At the time of lay-off, a full-time employee shall be able to displace another full-time employee in their outlet provided that they are of the same or higher classification and provided that they have the necessary Qualifications, experience, ability, and skill to do the job required. The employee shall be paid the rate of pay for the position into which they move.

13.04a. The junior full-time employee affected by layoff, may convert to part-time status with the maintenance of all seniority accrued both as a full-time and part-time employee or go on the lay-off list. In the event the employee is not recalled within the twelve (12) month recall period, his employment will be terminated. If the full-time employee accepts the part-time position, the employee shall receive the rate of pay of the job in which the employee is placed.

13.04b. When a part-time employee is laid off in accordance with the provisions of Article 13.03 he/she shall be retained on the lay-off list and shall be eligible for recall to a part-time position

13.05 A full-time employee who on lay-off may continue the benefits listed in Article 20.02 for a period of six (6) months. The employee will be responsible for both the employee and Employer share of the premiums.

13.06 Vacancies within the Bargaining Unit will be filled in accordance with the following order of precedence:

- a. The employee of the same job title in the outlet, on lay-off, shall be recalled by seniority.
- b. If the vacancy cannot be filled as per (a), then the vacancy will be offered, on the basis of seniority, to any employee on the lay-off list of the outlet concerned provided the employee is of the same classification level or higher than the classification level of the vacant position and provided the employee has the necessary Qualifications, experience, ability, and skill to do the job required.
- c. If the vacancy is full-time, non-supervisory and cannot be filled from the full-time lay-off list, it is to be posted in accordance with Article 13.07. If any qualified and interested employee in the outlet applies for the vacancy, the applicant with the most seniority in the outlet will be given the job provided the applicant's job title is the same as the vacant position.

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- d. If the vacancy cannot be filled in accordance with Article 13.06 (a) (b) or (c), the Employer will consider the members of the Bargaining Unit who applied for the position. The successful applicant for the position will be selected in accordance with Article 13.07.
- 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.

13.07 Vacancies that cannot be filled in accordance with Article 13.06(a) will be posted for a total of seven (7) calendar days. Members of the Bargaining Unit interested in the position may apply in writing, during this seven (7) calendar day period, to the NPF Human Resource Office. Applicants will be selected in accordance with the order of precedence outlined in Article 13.06(c) and (d). The poster shall indicate the job title and description of the job opening, rate of pay, the appropriate starting date and the qualifications required. Except for vacancies filled in accordance with the provisions of Article 13.06(a), (b) or (c), selection of the successful applicant will be determined by the Employer by considering Qualifications, experience, ability, and skill to perform the job. When these considerations are judged to be equal, the employee with the greatest seniority will be selected.

13.08 A grievance with regard to the selection of a candidate in a competitive process may be presented initially at the second level of the grievance process by an employee who was a candidate in the competition and feels aggrieved by the selection. The grievance must be submitted within the five (5) calendar days following the day on which the candidates were advised of the name of the successful candidate.

13.09 Within sixty (60) days of the signing of this collective agreement separate seniority lists for full-time and part-time employees shall be posted for a period of three (3) weeks. The seniority date for each employee shall be considered correct if no objection is made within three (3) weeks of the first day of posting of the initial list on which the employee's name appears. Copies of these seniority lists will be provided to the local union annually.

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

- 13.11 a. If at anytime within three (3) months of being awarded a job in accordance with Article 13.06 and 13.07 the employee requests to be returned to their former job or the employee cannot satisfactorily perform the job, they shall be returned to their former position or a similar position and former wage rate without loss of seniority.
- b. During the above three (3) month period, the Employer will be entitled to staff the employee's former position with a temporary employee. In the event that the original employee is returned to their former position, the temporary employee be released by the Employer without notice, severance, or further obligations.

ARTICLE 14: DESIGNATED HOLIDAYS

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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. the first Monday in August
- 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 There shall be no payment for designated holidays, which occur within a period of leave without pay.

14.03 An employee who is entitled to a designated holiday and is required to work on that designated holiday shall, at the request of the employee, be either:

- 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 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 him and his Employer.

14.05 A full-time employee shall be paid for holidays mentioned in 14.01 unless he is absent on his scheduled day prior to or following the holiday subject to the following:

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- a. employees who are sick on either days mentioned in 14.01 above shall be entitled to the paid holiday provided the employee provides proof of the illness or injury, if requested by the employer during the period of illness or injury; and
- b. employees on leave with pay or leave of absence for union business not in excess of two weeks on either of the days mentioned in 14.01 above shall be paid for the holiday.

14.06 No part-time employee is entitled to be paid for a designated holiday when he is not entitled to pay for at least:

- a. ten (10) days during the thirty (30) calendar days immediately preceding the designated holiday; or
- b. fifty (50) hours in the thirty (30) calendar days immediately preceding the designated holiday.

If a part-time employee works on that day he/she will be paid at the rate of one and one-half (1½) times his/her rate of pay for the hours worked on that day.

14.07 An employee is not entitled to pay for a designated holiday that occurs in his first thirty (30) calendar days of employment with the Employer if the employee does not work on that day, but if he is required to work on the designated holiday he shall be paid at a rate at least equal to one and one-half (1½) times his regular rate of pay for the time worked by him on that day.

14.08 An employee who is required to work on a designated holiday shall be paid his holiday pay if entitled as per clauses 14.05 and 14.06 and one and one-half (1½) times his hourly rate for the first eight hours worked by him/her on that day and two (2) times his/her hourly rate of pay for all hours worked thereafter.

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

ARTICLE 15: VACATION LEAVE

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

<u>Continuous Full-time</u>	<u>Entitlement</u>
<u>Service</u>	

On completion of 1 year continuous full-time employment

10 working days

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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 16 years continuous full-time employment 22 working days

On completion of 19 years continuous full-time employment 25 working days

On completion of 27 years continuous full-time employment 27 working days

On completion of 30 years continuous Full-time employment 30 working days

15.02 On termination of employment or death the employee or his estate 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 salary.

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 length of service.

15.05 An employee shall give the Employer at least fourteen (14) calendar days' notice in writing regarding the actual dates on which he desires to take his vacation if the period of vacation is in excess of five (5) days.

15.06 The Employer may authorize carry-over of vacation leave not exceeding one year's entitlement. Employees are normally expected to take vacation leave in the year following the earning of the vacation entitlement or up to the extent of their earned credits. It is realized that occasionally vacations cannot be taken during the vacation period because of illness, job requirements or other exceptional circumstances. In such cases vacations may be carried over the next vacation period with the approval of the Employer. Applications for vacation carry-over shall be submitted in writing.

15.07 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.

15.08 After one (1) year of service a part-time employee shall be entitled to four percent (4%) of his/her gross annual pay in lieu of vacation,

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and after the completion of three (3) years of continuous service, a part-time employee shall be entitled to six percent (6%) of his/her gross annual pay in lieu of vacation.

After eight (8) years of service a part-time employee shall be entitled to eight percent (8%) of his/her gross annual pay in lieu of vacation

and after the completion of sixteen (16) years of service a part-time employee shall be entitled to eight point eight percent (8.8%) of his/her gross annual pay in lieu of vacation.

and after the completion of nineteen (19) years of service a part-time employee shall be entitled to ten percent (10%) of his/her gross annual pay in lieu of vacation.

and after the completion of twenty-seven (27) years of service a part-time employee shall be entitled to ten point eight percent (10.8%) of his/her gross annual pay in lieu of vacation.

and after the completion of thirty (30) years of service a part-time employee shall be entitled to twelve percent (12%) of his/her gross annual pay in lieu of vacation.

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

15.10 The normal vacation period shall commence on May 31 and end on September 30. However this does not preclude an employee from requesting vacation at any other time provided the Employer determines that it would not interfere with operational requirements.

15.11 The vacation schedule shall be posted prior to the vacation period and such vacations will be granted on the basis of length of service in the facility. 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.

15.12 Subject to operational requirements, the Employer may schedule the Saturday prior to the commencement of an employee's vacation period as the employee's Saturday off in that four (4) week operating period.

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

15.14 An employee is entitled to be informed, upon request, of the balance of his vacation entitlement.

15.15 An employee is entitled to vacation leave with pay to the extent of his earned credits.

15.16 The vacation leave entitlement of an employee whose status is changed from part-time to full-

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time will be based on the total completed years of employment as a part-time and full-time employee.

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>
3 months but less than 2 years	17 weeks at 66-2/3% of salary
2 years but less than 5 years	First 4 weeks at 100% salary and remaining 13 weeks at 75%
5 years but less than 7 years	First 9 weeks at 100 % salary and remaining 8 weeks at 75%
7 years but less 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 contact his immediate supervisor 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 doctor's statement must be provided for each absence in excess of five (5) working days. However, the Employer reserves the right to require an employee to produce a medical certificate for any period of illness provided he is asked for a certificate before he returns. Prolonged illness may require

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additional certificates from the doctor.

- (3) a pregnant employee who has not commenced maternity leave is eligible for coverage under the sick leave plan including coverage for pregnancy related illnesses.
- 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. However, if the employee is affected by the same illness during the first thirty (30) days following the employee's return to work, it will be considered as a continuation of the original disability.
- e. Upon termination of the sick leave period provided in clause 16.01b, an employee may ask for and obtain additional leave without pay for a period not in excess of thirty-five (35) weeks; an employee who is granted such leave is entitled to return to his former position on returning to work.

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

- a. Less than five (5) years of continuous part-time service – one half (1/2) of the previous service, e.g., four (4) years part-time = two (2) years full-time.
- b. Five (5) or more years of continuous part-time service – all of the previous service, e.g., six (6) years of part-time = six (6) years full-time.

16.03 Maternity, Parental and Adoption Leave

Any employee who has completed six (6) months of continuous service to the Employer has the right to leave without pay in the following circumstances:

- (a) an employee who provides the Employer with a qualified doctor's certificate attesting that she is pregnant is entitled up to seventeen (17) weeks of leave beginning at the earliest eleven (11) weeks before the estimated termination date of her pregnancy and ending at the latest seventeen (17) weeks after the date of delivery;

Parental Leave and Adoption Leave

- (b) where an employee has or will have the actual care and custody of a newborn child or adopts a 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

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employee elects:

- (i) In the case of a female employee on the expiration of any leave of absence taken for maternity purposes, or on the day the child is born or comes into her care and custody,
- (ii) In the case of a male employee on the expiration of any leave of absence granted to the mother for maternity leave, or on the day the child is born or comes into his actual care and custody.
- (c) Where the employee's child is born with or contracts a condition that requires hospitalization within the period defined in (a) and (b) above and the employee returns to work during all or part of any periods during which the newborn is hospitalized, the employee may resume the leave to the extent provided in (a) and (b) above, subject to operational requirements.
- (d) An employee may elect to use earned vacation and compensatory leave credits up to and beyond the date that the pregnancy terminates.

16.04 The aggregate amount of parental leave and adoption leave that may be taken by two employees for childcare responsibilities will not exceed thirty-five (35) 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 pursuant to clause 16.03 and of any change in length of leave intended to be taken.

16.06 An employee returning from leave provided pursuant to clause 16.03 shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the same location, with not less than the same wages and benefits. If during the period of leave, the salary and benefits of the group to which the employee belongs are changed as a result of a reorganization, and/or a renewal of the Collective Agreement, the employee is entitled upon return from leave to receive the same salary and benefits that the employee would have received had she been working when the reorganization and/or renewal of the Collective Agreement took place. An employee on leave will be notified in writing if such a change occurred.

16.07 Leave granted under this clause shall be counted as "service" for purposes of benefits in the Agreement. This shall not apply where an employee terminates employment immediately following leave pursuant to clause 16.03.

16.08 During any period of leave under Article 16.03(a) or (b) the Employer shall continue to pay its applicable share of pensions and group insurance premiums.

16.09 Maternity Leave Allowance.

An employee leaving on maternity leave shall be granted a two-week allowance equal to the benefits the

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employee would receive from Employment Insurance Canada, 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 allowance shall return to work for a period of ten (10) working days on the date of 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 16.09, the employee recognizes that she is indebted to the Employer for the full amount of the allowance.

16.10 Bereavement Leave

- a. An employee will be given leave for five (5) days immediately following the death of a member of his/her immediate family and 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 travel related to the death. If required, one or more days referred to in this Article can be carried forward to the day of the cremation or burial if such an event is to occur at a later date, on the condition that the leave does not extend beyond the day following the cremation or burial.
- b. For the purpose of this Agreement, immediate family will comprise anyone of the following; brother or sister, mother or father (including step parents or foster parents), father-in-law or mother-in-law, spouse (including common law spouse resident with the employee), son or daughter (including step-child or ward), grandparents, grandson or granddaughter and relative with whom the employee permanently resides; and distant relatives will be any of the following; brother-in-law or sister-in-law, son-in-law or daughter-in-law.
- c. Should the periods mentioned above contain one or more non-working days (for example, Sunday or day off), the employee may claim payment only for the actual days of work he will have missed.

16.11 Court Leave With Pay.

The Employer shall grant leave with pay to an employee for the period of time he is required by

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subpoena to attend as a witness in any proceeding held:

- a. in or under the authority of a court of justice or before a grand jury;
- b. before a court, judge, justice, magistrate or coroner;
- c. before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of 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.

When an employee is summoned under the circumstances described above, he shall notify his Employer as soon as possible. Where practicable, an employee is required to return to work for the remainder of the shift when dismissed by counsel or the third party.

16.12 Jury Duty.

In the event an employee is summoned for jury duty, the Employer agrees to make up the difference, if any, between the amount paid 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, where practicable, 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.

16.13 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. During approved periods of absence without pay in excess of two (2) continuous weeks an employee will not be eligible for any of the benefits provided for in this agreement. Benefits for full-time employees listed in Article 20.02 may be continued at the request of the employee. The employee will be responsible for both the employee and the employer share of the premium. 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.

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

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

16.16 Leave For Family -Related Responsibilities

- a) The employer shall grant leave with pay under the following circumstances:
 - i) up to one-half (½) day for a medical or dental appointment when the dependent 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 reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible.
 - ii) up to two (2) consecutive days of leave with pay for the temporary care of a sick member of the employee's immediate family.
 - iii) to an employee one (1) day's 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) to an employee one (1) day's 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.
- b) The total leave with pay, which may be granted under sub-clause a) (i), (ii), (iii) and (iv) shall not exceed five (5) working days in any fiscal year.
- c) For the purposes of this clause, family is defined as spouse or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.

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

- a. The employee advised by the Employer not to report to work will be paid for the scheduled work day at the regular rate of pay;
- b. The employee who is at work and is sent home by the Employer will be paid for the balance of the scheduled work day at the regular rate of pay.

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ARTICLE 17: GRIEVANCE PROCEDURES

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

17.02 The grievance procedure provides an informal or oral complaint stage for employees, and Managers are available for private consultations with an employee who wishes to discuss a complaint or grievance. Before a formal grievance is presented, the employee is encouraged to discuss it as an oral complaint with the manager concerned, either privately or, if required, in the presence of a representative of the bargaining agent. 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 representatives to respond to the first and second levels. The Employer shall inform employees of the name and title of the persons so designated. This information shall be communicated to employees by means of notices posted on the Bulletin Boards provided in accordance with Article 23. The final level is the Minister of National Defence or his delegate.

17.04 Subject to and as provided in Section 91 of the Public Service Staff Relations Act, an employee who feels that he has been treated unjustly or considers 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 this Collective Agreement or an Arbitral Award, he is not entitled to present the grievance unless he 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 Non Public Funds Human Resource Office.

17.07 The grievance process applies to employees only, but an employee has the right to be represented by a representative in the grievance procedure at any level and at either, or both, the

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informal discussion (oral complaint) stage, or when the formal written grievance is being considered.

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

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

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

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

17.10 A grievance shall be presented by an employee:

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

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

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

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

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

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

17.15 In determining the time within which any action is to be taken in the grievance procedure,

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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 Employer, it was not possible for the employee to comply with the prescribed time limits.

17.18 Where an employee has presented a grievance up to and including the final level with respect to disciplinary action resulting in discharge, suspension or a financial penalty, and the grievance has not been dealt with to 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 prescribed manner:

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

ARTICLE 18: DISCIPLINE

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

- a. correct an employee's misconduct by deterring similar acts of misconduct in the future; and
- b. motivate that employee to observe required standards of conduct. Discipline including discharge shall only be imposed for just cause.

18.02 Failing to Report to Work.

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

18.03 Discipline, Discharge and Suspension.

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All employees subject to discipline, discharge or suspension pending investigation shall be provided with written notice, which shall state:

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

18.04 All discipline, discharge or suspensions pending investigation will be subject to formal grievance procedure under this Agreement. A copy of the written notice of discipline, discharge or suspension shall be forwarded to the Union of National Defence Employees within five (5) days of the action being taken.

18.05 Discipline and Discharge Application.

- a. Before disciplinary action can be taken against an employee:
 - (1) there must have been an incident or act calling for a reaction,
 - (2) there must be proof of the employee's involvement in the incident or commission of the act, and
 - (3) the employee must be aware of the grounds for the laying of a charge taken against him and be given an opportunity to present his version of the facts (with union or other representation, if requested).
- b. A report of alleged misconduct against an employee shall be initiated without unreasonable delay, i.e., normally within three working days of the day on which the offence is discovered or, if the employee is absent, within three (3) working days from returning to work.
- c. Failure to draw unsatisfactory behaviour promptly to an employee's attention may be construed as condonation of that behaviour and may prejudice any contemplated disciplinary action.
- d. No less than two working days prior to the disciplinary hearing, the employee and his representative, if any, shall be given the discipline report outlining the charges and witness statements available against him.
- e. Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed if there was no further disciplinary action recorded during the

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two (2) years.

ARTICLE 19: PAY

19.01 Employees are entitled to be paid for services rendered at the hourly rate of pay specified in Appendix A for the job classification of the position to which they are appointed.

19.02 All new employees hired on a full-time or part-time basis shall be paid the rate of pay for the job classification in appendix "A" less twenty (20) percent. Upon successful completion of their probationary period in accordance with Article 3.01 (c) the rate will be adjusted to ten (10) percent less than the rate of pay for the job. On the anniversary date of the employee he will receive the rate of pay for the job as specified in appendix A.

19.03 a. 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 they had been appointed to that higher classification level from the first day. In such instances the employee shall be paid the appropriate increment of the pay level for the position in which they are acting given their length of service as a Bargaining Unit member. (This means, for example, that an employee earning the twenty-four (24) month rate will receive the twenty-four (24) month rate of the higher acting position.

b. When an employee is appointed in writing by the Employer to temporarily perform the duties of an employee outside the Bargaining Unit for one (1) two (2) or more consecutive working days, he shall be paid at his regular rate of pay plus an additional twenty (20) percent for that period from the first (1st) day.

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

19.05 An employee shall not have their salary reduced by reason of a change in classification of their position or employment status that is caused other than by the employee himself/herself.

19.06 When a new job within the bargaining unit is created, the Employer will promptly inform and discuss with the Bargaining Agent the wage level to be established for the new job and the job duties involved. After the job has been in effect for a trial period of thirty (30) working days, the wage rate may be brought up again for discussion between the Employer and the Bargaining Agent. If no agreement is reached as a result of such discussion, the rate established will remain in effect until the next negotiations and the negotiated rate will be retroactive to the date the job was established.

19.07 Rates of pay below the Ontario Provincial minimum will be adjusted to the Ontario Provincial minimum.

19.08 Premium Pay

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- a. Hours worked between 6:00 p.m. and midnight on New Year's Eve Day (31 December) shall be compensated at one and one-half (1½) times the employee's regular hourly rate.
- b. When an employee is required to work seven (7) consecutive days, he shall be paid at a rate of pay of not less than one and one-half (1½) times his regular rate of pay for the first eight (8) hours of work on the seventh (7th) day, and two (2) times his regular rate of pay for all additional hours worked on the seventh (7th) day.

ARTICLE 20: CONSULTATION

20.01 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.

20.02 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

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

20.04 **Consultation**

In the interest of good labour relations the Employer shall inform the local president of the creation of any new bargaining unit positions or the elimination of existing bargaining units positions. The Employer will make every effort to inform the Union President before the creation or elimination is actioned.

ARTICLE 21: PART-TIME EMPLOYEES

21.01 Part-time employees shall be entitled to the benefits provided under this Agreement regarding family related leave, paid holidays, jury duty leave and court leave in the same proportion as their weekly hours of work compare with the normal scheduled weekly hours of work of full-time employees.

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21.02 A part-time employee shall be granted bereavement leave in accordance with Article 16.10.

ARTICLE 22: REST PERIODS

- 22.01 a. Each employee shall be granted a rest period of fifteen (15) minutes during each working day of not less than three (3) hours. Such rest periods shall not be allocated within one (1) hour of a meal period or within one (1) hour of starting or quitting time. An employee will not be entitled to more than two (2) rest periods in a seven and one-half (7½) or an eight (8) hour work day as applicable.
- b. An employee unable to take a rest period as a result of operational requirements shall be compensated in cash at his regular rate of pay in addition to the remuneration he will receive in accordance with Article 22.01 a.

ARTICLE 23: BULLETIN BOARDS

23.01 The Employer agrees to provide bulletin boards for the use of the Bargaining Agent to post notices of interest to its members.

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

ARTICLE 24: REST ROOMS

24.01 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 25: STATEMENT OF DUTIES AND INFORMATION

25.01 Statement of Duties

Upon written request, an employee shall be provided in writing with a complete and current statement of the duties and responsibilities of his position including the position's classification level and rating.

25.02 Information to Bargaining Agent

The Employer agrees to supply the Bargaining Agent each quarter with the name and classification of each new employee.

25.03 Information For Employees

- a. The Employer agrees to supply each employee and all new employees with a copy of the Collective Agreement within one (1) month after receipt from the

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printer;

- b. On commencing employment, new employees shall be provided by the Employer with a copy of the existing Collective Agreement and the Employer's Harassment Policy which is in accordance with the Canadian Human Rights Act; and
- c. It is agreed and understood that the Employer and the Union will incur the cost of publishing the Collective Agreement on an alternate basis. The publication of this Agreement will be done by the Union.

ARTICLE 26: UNIFORMS

26.01 Uniforms, which the Employer requires, shall be furnished to the employee without charge. Employees required to wear a uniform will be issued two (2) uniforms.

26.02 Where the employer requires an employee to wear a uniform and that uniform is required to be dry-cleaned, the employer will pay the cost of the dry cleaning.

26.03 If an employee's uniform is damaged or ripped while at work and the employee was not neglect, the Employer agrees to replace the uniform at no charge to the employee. It is understood that uniforms shall not be worn other than for work.

ARTICLE 27: FOOTWEAR

27.01 An annual allowance of forty-nine (\$49.00) dollars shall be provided to those employees who are required to wear safety footwear as determined by the NPF Health and Safety Committee. This allowance shall be paid no more frequently than once a year on presentation of a sales receipt.

ARTICLE 28: LABOUR-MANAGEMENT RELATIONS COMMITTEE

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

28.02 A Labour-Management Relations Committee shall be appointed consisting of equal representation from the bargaining unit and equal representation from management representatives. A bargaining unit employee and a management representative shall be designated as co-chairperson for each meeting. The committee will determine the terms of reference.

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

28.04 The Committee members can discuss any topics of mutual interest and concern which are

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related to their employment relationships, but the discussions do not constitute negotiations for the purpose of amending the collective agreement, and the committee meetings cannot deal with the adjustment of grievances.

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

ARTICLE 29: SHORTAGES

29.01 Employees assigned responsibility for, and who have sole control 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 the responsibility and control.

29.02 Any recovery of shortages that occur in situations where two (2) or more employees are assigned responsibility for, and have access to, Non-Public Fund property, stock or cash will be limited to such amounts as can be found to have been caused by a particular employee(s). Only the employee(s) found responsible will be required to reimburse the Employer for the shortages.

29.03 Employees who have been assigned responsibility and control of Non-Public Fund property, stock or cash shall not avoid their obligation to reimburse the Employer for shortages solely because they permitted some other person access to the Non-Public Fund property, stock or cash; and

- a. 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 grievances and adjudication procedures; and,
- b. a grievance arising out of the reimbursement of cash shortages pursuant to Articles 29.01, 29.02 or 29.03 above may be referred to adjudication if needed. The bargaining agent and the Employer agree not to object to an adjudicator dealing with the merits of the case on grounds of an alleged lack of jurisdiction.

29.04 It is the responsibility of the Employer to provide secure facilities for the storage of cash and stock.

ARTICLE 30: SEVERANCE PAY

30.01 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's control are:

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

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

30.02 (A) Severance pay entitlements for full-time employees on March 1, 1992 shall be as follows:

(a) Length of Employment Severance Pay

0-12 months	2 weeks' pay
13-36 months	1 months' pay
37-60 months	2 months' pay
over 60 months	3 months' pay

or

(b) two (2) weeks compensation for the first year of continuous service and one (1) week's compensation for each additional full year of continuous service, up to a maximum of twenty-eight (28) weeks, whichever is greater.

(B) Severance pay for employees appointed to full-time status after 1 March 1992 or employees who have part-time status shall be at the rate of two (2) weeks of average weekly pay for the first full year of continuous service and one (1) week's average weekly pay for each full year of continuous service, up to a maximum of twenty-eight (28) weeks.

30.03 Continuous service means the duration of uninterrupted NPF employment within the bargaining unit.

30.04 Average weekly pay means full-time and part-time employees' pay calculated using the average of their pay over the last fifty-two (52) weeks of service with NPF

30.05 Notice or salary entitlement in lieu of notice:

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

30.06 Where a collective agreement is in force and an employee is released for one of the reasons cited in Article 30.01, none of the benefits outlined in this section, including return of pension contributions are to be paid for a period of 12 (twelve) months unless the employee waives his right to Employment Recall as contained in the Collective Agreement. This is effective date of ratification.

CFB PETAWAWA – OPERATIONAL AND ADMINISTRATIVE SUPPORT

ARTICLE 31: RECORD OF EMPLOYMENT

31.01 The employer acknowledges its obligations to prepare and distribute a Record of Employment on a form prescribed by Human resources Development Canada upon the termination of employment, in accordance with provisions of the Employment Insurance Act and regulations, as amended.

ARTICLE 32: COMMON LAW SPOUSE RELATIONSHIPS

32.01 A ‘common law spouse’ relationship exists when for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be their spouse and continues to live with that person as if that person were their spouse.”

ARTICLE 33: GENERAL

33.01 Gender

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

33.02 Official Texts

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

ARTICLE 34: DURATION OF AGREEMENT

34.01 Term of this Collective Agreement shall expire the 31st day of August 2006.

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

**ANNEX B TO A MEMORANDUM OF SETTLEMENT
BETWEEN NPF AND PSAC/UNDE, LOCAL 680 RE: CFB PETAWAWA**

- A.** Subject to ratification by the Union and the Employer, effective 1 September 2003, the attached pay grid shall be put into effect. The methodology employed is that the Employees will initially be placed on the new pay grid at the pay increment that is closest to but not less than their actual salary within their respective pay bands. The new anniversary date for the purposes of in-range movement will be 1 September 2003 for employees that are on the payroll on date of ratification. For example, if an employee is placed on the Start rate, they will move to the six (6) month increment on 1 March 2004.
- 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.** Effective 1 February 2004 and subject to ratification; the attached pay grid will be put into effect.
- D.** Effective 1 September 2004, and subject to ratification; the attached pay grid will be put into effect.
- E.** Effective 1 February 2005 and subject to ratification; the attached pay grid will be put into effect.
- F.** Effective 1 September 2005, and subject to ratification; the attached pay grid will be put into effect.
- G.** Effective 1 February 2006 and subject to ratification; the attached pay grid will be put into effect.

The Agreement will expire on 31 August 2006.

CFB PETAWAWA PAY GRID

Eff: 1 Sep 03	START	6 MOS	18 MOS	24 MOS	36 MOS
1	\$7.00	\$7.30	\$7.45	\$7.85	\$8.01

2	\$7.25	\$7.45	\$7.65	\$7.95	\$8.11
3	\$7.40	\$7.75	\$7.95	\$8.30	\$8.47
4	\$8.45	\$9.00	\$9.45	\$10.45	\$10.66
5	\$8.65	\$9.60	\$11.85	\$12.80	\$13.06
6	\$12.40	\$13.05	\$13.80	\$14.70	\$14.99
7	\$13.45	\$14.05	\$15.00	\$16.05	\$16.37
Eff: 1 Feb 04	START	6 MOS	18 MOS	24 MOS	36 MOS
1	\$7.15	\$7.30	\$7.45	\$7.85	\$8.01
2	\$7.25	\$7.45	\$7.65	\$7.95	\$8.11
3	\$7.40	\$7.75	\$7.95	\$8.30	\$8.47
4	\$8.45	\$9.00	\$9.45	\$10.45	\$10.66
5	\$8.65	\$9.60	\$11.85	\$12.80	\$13.06
6	\$12.40	\$13.05	\$13.80	\$14.70	\$14.99
7	\$13.45	\$14.05	\$15.00	\$16.05	\$16.37
Eff: 1 Sep 04	START	6 MOS	18 MOS	24 MOS	36 MOS
1	\$7.30	\$7.60	\$7.75	\$8.01	\$8.17
2	\$7.55	\$7.75	\$7.90	\$8.11	\$8.27
3	\$7.75	\$7.90	\$8.20	\$8.47	\$8.64
4	\$8.70	\$9.20	\$9.65	\$10.66	\$10.87
5	\$9.10	\$9.80	\$12.10	\$13.06	\$13.32
6	\$12.65	\$13.30	\$14.10	\$14.99	\$15.29
7	\$14.00	\$14.45	\$15.30	\$16.37	\$16.70
Eff: 1 Feb 05	START	6 MOS	18 MOS	24 MOS	36 MOS
1	\$7.45	\$7.60	\$7.75	\$8.01	\$8.17
2	\$7.55	\$7.75	\$7.90	\$8.11	\$8.27
3	\$7.75	\$7.90	\$8.20	\$8.47	\$8.64
4	\$8.70	\$9.20	\$9.65	\$10.66	\$10.87
5	\$9.10	\$9.80	\$12.10	\$13.06	\$13.32
6	\$12.65	\$13.30	\$14.10	\$14.99	\$15.29
7	\$14.00	\$14.45	\$15.30	\$16.37	\$16.70
Eff: 1 Sep 05	START	6 MOS	18 MOS	24 MOS	36 MOS
1	\$7.60	\$7.90	\$8.05	\$8.17	\$8.33
2	\$7.85	\$8.00	\$8.15	\$8.30	\$8.44
3	\$8.05	\$8.20	\$8.40	\$8.64	\$8.81
4	\$9.00	\$9.40	\$9.85	\$10.87	\$11.09
5	\$9.35	\$10.00	\$12.35	\$13.32	\$13.58
6	\$13.00	\$13.55	\$14.40	\$15.29	\$15.60
7	\$14.40	\$14.90	\$15.60	\$16.70	\$17.03
Eff: 1 Feb 06	START	6 MOS	18 MOS	24 MOS	36 MOS
1	\$7.75	\$7.90	\$8.05	\$8.17	\$8.33
2	\$7.85	\$8.00	\$8.15	\$8.30	\$8.44
3	\$8.05	\$8.20	\$8.40	\$8.64	\$8.81
4	\$9.00	\$9.40	\$9.85	\$10.87	\$11.09
5	\$9.35	\$10.00	\$12.35	\$13.32	\$13.58
6	\$13.00	\$13.55	\$14.40	\$15.29	\$15.60
7	\$14.40	\$14.90	\$15.60	\$16.70	\$17.03

Signed, at Petawawa Ontario this day of _____

Robert W. McBride

Gord Lawson

L. Col.
Base Commander CFB Petawawa

**Member of the negotiating
Committee**

John Farrow
CANEX Regional Manager Ontario

Lynn Davenport
**Member of the negotiating
Committee**

Ed Gagnon
PSP Manager CFB Petawawa

Bev Gray
**Member of the negotiating
Committee**

Catherine Keon
**NPF Human resources Manager
CFB Petawawa**

Rick Taylor
PSAC Negotiator

Richard Rowlee
NPF Compensation Manager

George Halebecki
PSAC

Adrian Scales
Labour Relations Officer/ Chief Negotiator

Her Majesty in Right of Canada
As Represented by The Staff of the Non-Public Funds
Canadian Forces

And

Public Service Alliance of Canada

**Group: Operational Category (All Employees)
Administrative Support (All Employees)**

Canadian Forces Base Petawawa

As a result of Collective Agreement negotiations the parties hereby agree to enter into a letter of understanding with the following language:

“The Employer and the Union agree that they will make their best efforts to ensure the newly negotiated Collective Agreement between the above mentioned parties will be printed and distributed within thirty (30) working days of the ratification date. These terms are conditional upon both parties proofing and concurring with the content of the aforementioned tentative agreement.”

This letter of understanding shall not form part of the agreement.

Rick Taylor
Bargaining Representative
PSAC

Lt. Col. R. W. McBride
Base Commander
CFB Petawawa

**Her Majesty in Right of Canada
As Represented by The Staff of the Non-Public Funds
Canadian Forces**

And

Public Service Alliance of Canada

**Group: Operational Category (All Employees)
Administrative Support (All Employees)**

Canadian Forces Base Petawawa

As a result of Collective Agreement negotiations the parties hereby agree to enter into a letter of understanding with the following language:

“The Employer agrees that they will continue the practice of implementing Section 29 of NPF Human Resources Policies and Procedures entitled “*Employment of families of Canadian Forces Members*” dated February 2002 at CFB Petawawa.”

This letter of understanding shall not form part of the agreement

Rick Taylor
Bargaining Representative
PSAC

Lt. Col. R. W. McBride
Base Commander
CFB Petawawa

**Her Majesty in Right of Canada
As Represented by The Staff of the Non-Public Funds
Canadian Forces**

And

Public Service Alliance of Canada

**Group: Operational Category (All Employees)
Administrative Support (All Employees)**

Canadian Forces Base Petawawa

As a result of Collective Agreement negotiations the parties hereby agree to enter into a letter of intent with the following language:

Letter of Intent re Part Time/Full Time Threshold - Collective Agreement Negotiations for Renewal Agreement to Expire **31st August 2006**, Grandfathering Full Time Status of *Cindy Lemieux*

The Parties acknowledge that:

a) Effective upon ratification of this renewal Collective Agreement, the thresholds outlined for part time and full time employees in Article 3.01 shall be amended so that part time employees will now be entitled to work up to an average of thirty two hours per week, and full time employees shall be entitled to work an average of thirty two hours or more per week as a result of their status; and

b) That one existing full time employee, *Cindy Lemieux*, has recently on occasion been scheduled to work less than thirty two hours per week, and that the Parties wish to grandfather that individual employee's current full time status.

The Parties accordingly agree that during the Term of this renewal Collective Agreement which shall expire on **31st August 2006**, *Cindy Lemieux* shall be deemed to remain a full time employee with all appropriate full time rights and benefits so long as she continues to meet the criteria in the Collective Agreement that expired **31st August 2003** for full time status, i.e. so long as she continuously works an average of twenty-seven (27) hours or more per week.

All other full time employees shall have their status and entitlements governed by the new thresholds included in Article 3.01 of the renewal Collective Agreement.

This letter of intent shall not form part of the agreement

Rick Taylor
Bargaining Representative
PSAC

Lt. Col. R. W. McBride
Base Commander
CFB Petawawa

**Her Majesty in Right of Canada
As Represented by The Staff of the Non-Public Funds
Canadian Forces**

And

Public Service Alliance of Canada

**Group: Operational Category (All Employees)
Administrative Support (All Employees)**

Canadian Forces Base Petawawa

As a result of Collective Agreement negotiations the parties hereby agree to enter into a letter of understanding with the following language:

For the purpose of this agreement the term “Qualifications” where used shall deem to be defined as the following:

“Job requirements in terms of training, education, experience, or equivalency, as expressed in the job description”.

This letter of understanding shall not form part of the agreement

Rick Taylor
Bargaining Representative
PSAC

Lt. Col. R. W. McBride
Base Commander
CFB Petawawa

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Public Service Alliance of Canada

**Group: Operational Category (All Employees)
Administrative Support (All Employees)**

Canadian Forces Base Petawawa

As a result of Collective Agreement negotiations the parties hereby agree to enter into a letter of understanding with the following language:

This letter will confirm the understanding reached during negotiations between the Employer, CFB Petawawa and the Public Service Alliance of Canada, Local 680 with respect to any potential closure of outlets during the life of the current Collective Agreement. The understanding is:

Should any of the outlets listed in Article 13.01 (e) cease operations (close) during the term of the current Collective Agreement which shall expire on *31 August 2006* article 13.03 of the Collective Agreement shall apply, however the outlet list below shall be utilized in the application of this article. **This outlet list will apply for lay-off and recall from lay-off only.**

- (1) CANEX Retail Store/CANEX Maintenance
- (2) CANEX Grocery Group (CANEX Supermarket, CANEX Expressmart)
- (3) CANEX Food Court/CANEX Canteens
- (4) Jr. Ranks Messes/ Sgts. & W.O. Mess/ Officers' Mess
- (5) Community Recreation/DunDonald Hall/Silver Dart Arena/Health Promotions
- (6) Twin Rivers Golf Course/Jubilee Lodge Marina/Campground
- (7) Petawawa Post
- (8) NPF Accounts
- (9) Normandy Court

The underlying purpose of this revised outlet list is to protect the more senior employees in terms of lay-off and recall from lay-off, however the employees must possess the necessary qualifications, experience, skill and ability to be selected for a position.

This letter of understanding shall not form part of the agreement

Rick Taylor
Bargaining Representative
PSAC

Lt. Col. R. W. McBride
Base Commander
CFB Petawawa

**Her Majesty in Right of Canada
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Canadian Forces**

And

Public Service Alliance of Canada

**Group: Operational Category (All Employees)
Administrative Support (All Employees)**

Canadian Forces Base Petawawa

As a result of Collective Agreement negotiations the parties hereby agree to enter into a letter of understanding with the following language:

Re: Normal Hours of Work

During negotiations for their renewal Collective Agreement, the Parties agreed to enter into a Letter of Intent not to form part of the Collective Agreement, with the following language:

‘The full-time CANEX positions listed below are currently eligible to be scheduled to work between twenty-seven (27) and forty (40) hours per week in accordance with their full time status:

1. F/T Shipper Receiver
2. F/T Head Cashier (Grocery Store)
3. F/T Office Invoice Clerk (Retail Store)
4. F/T Dept. Head (Retail Store) (Two (2) positions)
5. F/T Postal Clerk
6. F/T Meat Supervisor
7. F/T Food Services Supervisor
8. F/T Invoice Clerk (Grocery Store)
9. F/T Bakery & Deli Supervisor
10. F/T Grocery Supervisor
11. F/T ExpressMart Supervisor

For operational and financial reasons, a practice has developed whereby employees who occupy these positions have generally been scheduled to work up to thirty-seven and a half (37.5) hours per week, in accordance with the Employer’s managerial right to control operations and schedule shifts as outlined in Article 5.01.

Pursuant to the provisions of Articles 11.01 (a) and (b) of the Collective Agreement, the normal hours of work for these listed full-time positions shall not exceed eight (8) hours in a day and forty (40) hours per week. A week includes a period of seven (7) consecutive days starting at 0000 hours Monday and ending the following Sunday at 2400 hours.

The Employer agrees, upon ratification of this newly negotiated Collective Agreement and during the Term of the Agreement, to make every reasonable effort to schedule these listed positions up to a maximum of forty (40)

hours per week, in accordance with the availability of hours within the outlet/operation, the Employer's operational requirements, and the availability of the employees.

Notwithstanding this Letter of Intent, the Parties agree that the language of Article 11.09 shall be the determining factor in regards to hours of work, and that this Letter shall not be construed as guaranteeing an employee minimum or maximum hours of work.

The Parties agree that this Letter of Intent arises from the unique situation at CFB Petawawa, and shall be on a without prejudice or precedent basis to any action or position either party may take in future negotiations at CFB Petawawa or in any other Collective Agreement negotiations between NPF and PSAC/UNDE.

This letter of understanding shall not form part of the agreement

Rick Taylor
Bargaining Representative
PSAC

Lt. Col. R. W. McBride
Base Commander
CFB Petawawa

**Her Majesty in Right of Canada
As Represented by The Staff of the Non-Public Funds
Canadian Forces**

And

Public Service Alliance of Canada

**Group: Operational Category (All Employees)
Administrative Support (All Employees)**

Canadian Forces Base Petawawa

As a result of Collective Agreement negotiations the parties hereby agree to enter into a letter of understanding with the following language:

Re: Letter of Intent: Article 28: Labour Management-Relations Committee

This letter will confirm the following understanding reached during the recent collective agreement negotiations between the Staff of the Non-Public Funds, CFB Petawawa, and the Public Service Alliance of Canada Union.

The parties agree that it would be mutually beneficial for all parties concerned to diligently observe and apply the language of Article 28: Labour Management-Relations Committee in the Collective Agreement.

The parties also agree that it is the responsibility of both Management and the Union to ensure the application of this article is adhered to.

The parties shall endeavour to meet quarterly during the year but this proviso shall not prevent the parties from convening a meeting to address an emergency situation should the need arise.

This letter of understanding shall not form part of the agreement

Rick Taylor
Bargaining Representative
PSAC

Lt. Col. R. W. McBride
Base Commander
CFB Petawawa

**Her Majesty in Right of Canada
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Public Service Alliance of Canada

**Group: Operational Category (All Employees)
Administrative Support (All Employees)**

Canadian Forces Base Petawawa

As a result of Collective Agreement negotiations the parties hereby agree to enter into a letter of understanding with the following language:

The two (2) employees listed below shall receive two point five (2.5%) percent pay of their hours worked until such time as they can be placed on the pay grid (Annex B, line "B") during the term of the Collective Agreement due to expire on 31 August 2006: This practice shall cease as soon as they are placed on the pay grid. The monies are to be paid out as a lump sum annually. This is retroactive to 1st September 2003.

Richard Tremblay (Golf Labourer)
Perry Bourgoin (Meat Supervisor)

This letter of understanding shall not form part of the agreement

Rick Taylor
Bargaining Representative
PSAC

Lt. Col. R. W. McBride
Base Commander
CFB Petawawa

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Canadian Forces Base Petawawa

As a result of Collective Agreement negotiations the parties hereby agree to enter into a letter of understanding with the following language:

Seasonal Employees

A “seasonal employee” is an employee appointed to a position, which is not continuous throughout the year but recurs in successive years.

Unless otherwise provided for in this Agreement, seasonal employees shall be entitled to all the provisions provided under this agreement.

Seasonal full-time employees will be eligible to participate in the benefits plans during the time they are employed by Non –Public Funds an accordance with the terms of the Collective agreement and the applicable benefits plans. During the period of time, which they are not actively in the employ of Non-Public Funds, seasonal employees will be able to participate in all benefits plans with the exception of Long Term Disability providing they pay the cost of all the premiums.

Providing there are manpower requirements, seasonal employees will be recalled by the Employer in order of seniority.

If a seasonal employee is not recalled because of a change in manpower requirements, he or she shall be entitled to severance payments as per article 30 of the Collective Agreement.

Length of Service and seniority of seasonal employees will be based on the actual time worked.

Vacation entitlement will be based on length of service.

This letter of understanding shall form part of the agreement

Rick Taylor
Bargaining Representative
PSAC

Lt. Col. R. W. McBride
Base Commander
CFB Petawawa