

AGREEMENT

BETWEEN

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

AND

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

**CHARTERED BY UNITED FOOD AND COMMERCIAL
WORKER'S INTERNATIONAL UNION**

GROUP: OPERATIONAL CATEGORY (ALL EMPLOYEES)

8 WING TRENTON

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ARTICLE 1: PURPOSE OF AGREEMENT

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

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

ARTICLE 2: RECOGNITION

2.01 The Employer recognizes the United Food and Commercial Workers Union, Local 175, certified by the Public Service Staff Relations Board on 8 March 1985, as exclusive Bargaining Agent for all employees of the Employer in the Operational Category employed at 8 Wing Trenton 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 the 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 the probationary period and is normally employed on a continuing basis but works less than twenty-seven (27) hours per week and thirteen and one third (13 1/3) hours or more per week.
- 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 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 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 the part-time employee will become a full-time employee and the seniority as a full-time employee will date back to his/her first day so employed. In the case of maternity leave, the six (6) month limit would be extended as required to accommodate the employee on maternity leave.

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, as it relates to the number of hours in the normal work week.

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; and
- 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 to the second 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 to 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 weekly membership dues established by the Union from the pay of all full-time and part-time employees in the Bargaining Unit. Where an employee does not have sufficient earnings in respect of any 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 weekly period will start with the first full weekly payroll period of employment to the extent that earnings are available.

7.03 The Employer agrees to remit dues together with a list of employees from whom deductions have been made to the Union at its mailing address by the fifteenth (15th) day following the end of the previous month's payroll, except for mail strikes or other circumstances beyond the Employer's control. The employee list will contain the employee's full name, employee number, job title, and date of hire and employment status. The list will also advise the Bargaining Agent of all employee terminations and the effective date.

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

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

ARTICLE 8: APPOINTMENT OF STEWARDS

8.01 The Employer acknowledges the right of the Bargaining Agent to appoint employees as stewards and alternate stewards. The Bargaining Agent agrees to exclude employees who are serving members of the Canadian Armed Forces and subject to the National Defence Act, Code of Service Discipline from any/all union offices. The number of stewards shall be limited to one (1) per workplace.

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 shall grant leave without pay for up to three employees of the Unions choosing to attend contract negotiations on the Union's behalf.

ARTICLE 9: LEAVE FOR STEWARDS & ACCESS TO PREMISES

9.01 A steward shall obtain the permission of his/her manager before leaving 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 by management. Such permission shall not be unreasonably withheld. Where practicable, the steward shall report back to his/her manager before resuming his/her 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 business agents of the Bargaining Agent will be granted access to the Employer's premises upon request and following the consent of the Employer. Such request shall be made twenty-four (24) hours in advance to the Base Commander or his/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.

9.04 The Bargaining Agent may, subject to availability, be permitted to utilize the Employer's premises and facilities to conduct meeting 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 ensure the orderly 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 a general safety program. The Employer and the Bargaining Agent recognize that the environment standards are those

issued under the Canada Labour Code Part II as may be amended from time to time and as interpreted by the Base General Safety Officer.

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

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

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

ARTICLE 11: HOURS OF WORK

11.01 The normal hours of work for employees shall not exceed eight (8) hours in a day and forty (40) hours in a 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. Nothing in this Agreement shall be construed as guaranteeing an employee minimum or maximum hours of work per day or week.

The Employer requires that day shift full-time employees will only be required to work two (2) nights per week unless the employee voluntarily chooses to work more than two (2) nights per week with the exception of catering. Sunday work shall be voluntary in the CANEX SuperMart

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

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

11.04 Meal periods shall be provided as follows:

- a. The employee working six (6) consecutive hours or more is entitled to an uninterrupted meal period without pay of not less than thirty (30) minutes, and no more than sixty (60) minutes. The meal period shall be scheduled as close to the mid point of the work period as possible.

- b. The meal period in operations that employ only one (1) person shall remain as per past practice unless changes are mutually agreed upon.
- c. Subject to management approval, the employee working six (6) hours may elect not to take the meal period. Such a request shall not be unreasonably withheld.

11.05 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 their 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.

11.06 An employee shall not be scheduled to work a split shift unless otherwise mutually agreed.

11.07 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 except from December 1st to January 15th.

11.08 When an employee is required to work on the seventh (7th) consecutive day in the employee's scheduled work week, the employee shall be paid at a rate of pay not less than two (2) times the employee's regular rate of pay.

11.09 In the event an employee wishes to change a shift with another qualified employee, the employee 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.

11.10 Any member of the Bargaining Unit called in or called back to work and actually reports shall receive a minimum of three (3) hours pay at the applicable rate of pay for these hours. The employee in the Bargaining Unit shall not be scheduled for shifts of less than three (3) hours.

11.11 The employee shall be granted a paid rest period of fifteen (15) minutes during each period of work of three (3) hours in the employee's normal workday. 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.

11.12 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 able, willing, and available to perform the work required. For the purposes of this article, full-time employees have preference over part-time employees.

11.13 Part-time employees may be scheduled by mutual agreement to work in excess of twenty-seven (27) hours to cover absences due to illness, accident, leave of absence and vacation provided this additional work does not exceed a three (3) month period and does not result in a change of employment status for the employee.

ARTICLE 12: OVERTIME

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

12.02 Overtime shall be compensated in money.

12.03 Overtime shall be offered first to the employee with the most seniority on the shift in the facility which requires the work, provided the employee is in the job category for the nature of the work required and is capable of performing the work. If no employee wishes to work 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. For the purposes of this Article the seniority of the employee transferred from one outlet to another as a result of a competition, job change based on seniority or transfer at the request of the employee, shall include fifty (50) percent of their previous seniority to a maximum of two (2) years;
- d. 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 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;

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

(1) CANEX SuperMart

(2) Yukon Galley

(3) Golf Club, Bowling Alley, Yacht Club, Social Centre

(4) Contact Newspaper

(5) Officers' Mess

(6) WO's & Sgt's Mess

(7) Junior Ranks Mess

(8) Yukon Lodge

(9) Fitness, Sports and Recreation

f. In the event an outlet is closed for a period in excess of nine (9) consecutive months, the full-time employee will be able to exercise their seniority rights and displace junior full-time employees in the Bargaining Unit provided they are of the same job title or higher than the junior employee.

g. In the event an outlet is closed for a period in excess of six (6) consecutive months, the part-time employee will be able to exercise their seniority rights and displace junior part-time employees in the Bargaining Unit provided they are of the same job title or higher than the junior employee.

13.02 The employee will lose his/her 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 nine (9) months and refuses part-time work at the end of the nine (9) month period in accordance with Article 13.04;
- d. The employee has been laid-off and is recalled to work and fails to return to work or to give in writing valid reasons for the employee's inability to do so within three (3) 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;
- e. The employee overstays a period of leave granted by the Employer in accordance with Articles 15 and 16 without securing an extension of such leave; or
- f. The employee absents himself/herself from 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 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 qualifications experience, ability, and skill to do the job required. In the application of seniority with respect to this sub-article, employees in higher pay categories are senior to employees in the lower pay categories.

13.04 a. When a full-time employee is laid off in accordance with the provisions of Article 13.03 and there is part-time work available in the employee's outlet, the employee shall be offered the part-time work provided the employee is able and qualified to perform the work. If the employee accepts the part-time work, the employee shall receive the rate of pay on the job in which the employee 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 nine (9) months in accordance with the provisions of this Article. At the end of nine (9) months the employee will be placed on the part-time seniority list in accordance with the employee's length of service.

b. A full-time employee who is given part-time status in accordance with Article 13.04 a. will retain seniority as a full-time employee for nine (9) 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 as a full-time and part-time employee.

13.05 A full-time employee who is laid-off or accepts part-time work in accordance with the provisions of Articles 13.03 and 13.04 may continue the benefits listed in Article 19.02 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 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 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.
- d. If the vacancy cannot be filled in accordance with Article 13.06 (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 and will be selected in accordance with the provisions of Article 13.07.
- e. If there is no qualified or successful applicant within the outlet, 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.
- f. 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 responsible officer named in the poster. Applicants will be selected in accordance with the order of precedence outlined in Article 13.06 (b), (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) or (b), 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 The part-time employee who is selected for a full-time position with the Employer will be credited with fifty (50) percent of their part-time seniority to a maximum of two (2) years towards the full-time position.

13.09 The employee selected to fill a vacancy shall be appointed for an initial assessment period. The duration of the assessment period shall not exceed three (3) months. If, during the assessment period, the Employer determines that the employee has not performed the duties and responsibilities to the satisfaction of the Employer, or if during the first thirty (30) days of the assessment the employee decides that he/she does not wish to remain in the position, the employee will be removed from the job and will be reassigned to the employee's former position or to a position equivalent to the employee's former position without loss of seniority. 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 returns to their former position, the temporary employee may be released by the Employer without notice, severance or further obligation.

13.10 The employee who is successful in a competition for a supervisory position and has successfully completed the assessment period will not be permitted to apply for another position for a period of six (6) months from the first day of employment in the new job.

13.11 Only an employee who applied for a competition and was not selected may submit a grievance regarding the competition. The grievance must be submitted within the seven (7) calendar days following the day on which the candidates were advised of the name of the successful candidate.

13.12 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 Bargaining Agent.

13.13 The full-time employee shall have preference over the part-time employee provided the full-time employee has the qualifications experience, ability, and skill to do the job to the satisfaction of the Employer.

13.14 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.

ARTICLE 14: DESIGNATED HOLIDAYS

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

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

14.02 The employee is entitled to designated holidays with pay listed in Article 14.01 when:

- a. The employee works the scheduled day before and the scheduled day after the designated holiday, unless the absence is due to personal injury or illness;
- b. The employee has been employed with the Employer a minimum of thirty (30) calendar days; and
- c. The employee is not on lay-off or an authorized leave of absence without pay.

14.03 The employee who is entitled to a designated holiday and is required to work on that holiday will be:

- a. Paid at the rate of one and one-half (1½) times his/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 the employee and the Employer.

14.04 Where a designated holiday falls on a day that is a non-working day for the 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.

14.05 If the employee is not entitled to a paid designated holiday and is required to work on a designated holiday the employee will be paid at one and one-half (1½) times the employee's regular rate.

14.06 Effective 15 May 2002 upon completion of thirty (30) days of employment, part-time employees shall be paid four and one quarter percent (4.25%) of net 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.

ARTICLE 15: VACATION LEAVE

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

<u>Continuous Full-Time Employment</u>	<u>Entitlement</u>
In the 1 st and 2 nd years of continuous full time employment	10 working days
In the 3 rd to 7 th years of continuous full-time employment	15 working days
In the 8 th to 18 th year of continuous full time employment	20 working days
Between 19 th and 29 th year of continuous full-time employment	25 working days
On completion of 30 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 Calculations for vacation entitlement shall be based on the anniversary date of employment of the employee.

15.03 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.

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

15.05 The employee shall give the Employer at least one month's notice in writing regarding the actual dates on which the employee 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 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. Providing it does not interfere with the proper operation of the outlet and it does not conflict with other approved leave, the Employer shall grant such a request.

15.07 The vacation schedule shall be posted prior to the vacation period and such vacations will be granted on the basis of seniority by outlet. Employees must submit their request for vacation by 30 April at which time the Employer will finalize, approve and post the vacation schedule. The senior employee will not be able to request a holiday period already selected by an employee whose vacation request was approved by the Employer. No changes will be made to the vacation schedule once it has been approved, unless such changes are mutually agreed upon.

15.08 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/her vacation or take the equivalent days of vacation at a time mutually agreed upon.

15.09 The Employer shall schedule the Saturday prior to the commencement of an employee's vacation period as the employee's Saturday off.

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

15.11 If the 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.

15.12 The vacation leave entitlement of an employee 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.

15.13 On termination of employment the employee is entitled to any vacation pay owed to the employee 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 the employee's current wage.

15.14 Part-time employees are entitled to and shall be paid vacation pay as follows:

<u>Continuous Part-Time Employment</u>	<u>Entitlement</u>
In the 1 st and 2nd year's of continuous part-time employment	4% of yearly gross income
In the 3 rd to 7th year's of continuous part-time employment	6% of yearly gross income
In the 8 th to 18th year's of continuous part-time employment	8% of yearly gross income
In the 19 th and subsequent year's of continuous part-time employment	10% of yearly gross income

Part time employees hired after 15 May 2002 shall be paid their vacation entitlement on a biweekly basis.

15.15 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 15.10 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. The full-time employee who has completed the probation period is included in this plan.

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

<u>Continuous Full-Time Service</u>	<u>Entitlement</u>
Upon completion of the probationary period but less than 2 years	17 weeks at 66-2/3% of salary
2 years but less than 5 years	First 4 weeks at 100% 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 employee must notify the manager of the absence prior to the employee's regular starting time on the first day of absence or as soon as possible, at which time the employee 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) The 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 the employee has returned to work from sick leave for thirty (30) calendar days for the same disability, or after the employee has returned to work for five (5) continuous working days if the disability is for a new cause.

Leave for Employees with Child Care Responsibilities

16.02 The 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 the Employer with a certificate of a qualified medical practitioner certifying that the employee 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 the delivery and end not later than seventeen (17) weeks following the actual day of the delivery.
- b. When the employee has or will have the actual care and custody of a newborn child, that employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four (24) weeks commencing as the employee elects:
 - (1) In the case of a female employee:
 - (a) on the expiration of any leave of absence created for maternity purposes, or
 - (b) on the day the child is born or comes into her care and custody.
 - (2) In the case of a male employee:
 - (a) on the expiration of any leave of absence granted to the mother for maternity leave, or
 - (b) on the day the child is born or comes into his actual care and custody.

16.03 The aggregate amount of leave of absence without pay that may be taken by two employees for childcare responsibilities will not exceed twenty-four (24) weeks.

16.04 The 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 The 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 the employee terminates employment immediately following such leave.

16.07 The employee shall be granted a leave of absence to attend union training or education activities, subject to article 16.06. Where the leave of absence is less than two weeks, the Employer shall continue to pay its share of benefits premiums, should the employee elect to maintain coverage.

16.08 The employee shall, along with the request for child care responsibilities leave without pay, notify the Employer in writing of the options concerning the pension and group insurance benefits. If these benefits are to be continued, arrangements will be made for the employee to make the necessary contributions.

16.08 (a) 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:

- i. 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;
- ii. An employee who receives the allowances shall return to work for a period of ten (10) working days on the date of the expiry of maternity leave, unless the date is modified with the Employer's consent or unless the employee is then entitled to another leave provided for in this Agreement; and
- iii. Should the employee fail to return to work as per the provisions of Article 16.03 the employee recognizes that she is indebted to the Employer for the full amount of the two (2) week allowance and the fifteen (15) week top-up allowance; and

- iv 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. The employee will be given leave with pay for four (4) days immediately following the death of a member of the immediate family and leave with pay for one (1) day in the case of a distant relative. In addition the employee may be granted up to two (2) days leave with pay for the purpose of necessary travel related to the death.
 - b. For the purpose of this Agreement, immediate family will comprise anyone of the following; brother or sister, mother or father, father-in-law or mother-in law, husband or wife, son or daughter and grandparents grandson or granddaughter; and distant relatives will be any of the following: brother-in-law or sister-in-law, son-in-law or daughter-in-law and spouse's grandparents or any relative permanently residing in the employee's household or with whom the employee resides; and
 - 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 the employee will have missed.

Jury Duty

- 16.10
 - a. In the event the employee is summoned for jury duty, the Employer agrees to make up the difference, if any, between the amount paid the employee for jury services and the amount the employee could have earned had the employee 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.
 - b. In the event an employee is required by subpoena to attend as a witness in any proceeding held:
 - (1) in or under the authority of a court of justice or before a grand jury;
 - (2) before a court, judge, justice, magistrate or coroner;
 - (3) 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;

- (4) 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
- (5) 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 the employee for witness fees and the amount the employee would have earned had the employee worked on the day the employee 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.

Leave of Absence Without Pay

16.11 The employee may be granted a leave of absence without pay provided the employee 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. The employee shall be restored to the employee's former position or to a similar position at the then prevailing wage rate at the expiration of the leave of absence.

16.12 The employee will not be eligible for any benefits provided for in this agreement for any type of leave without pay. Benefits listed in Article 19.02 may be continued at the request of the employee. The employee will be responsible for both the employee and Employer share of the premiums.

Adoption and Birth Leave

- 16.13 a. The employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption or birth of the employee's 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.

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

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

17.04 Subject to and as provided in Section 91 of the Public Service Staff 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 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/her specific complaint, such procedure must be followed; and
- b. Where the grievance relates to the interpretation or application of this Collective Agreement or an Arbitral Award, he/she is not entitled to present the grievance unless he/she has the approval of and is represented by the Bargaining Agent.

17.05 The 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 Resources Office.

17.07 The grievance process applies to employees only, but an employee has the right to be represented by a steward, or may act on their own behalf independently, in the grievance procedure at any level and at either, or both, the informal discussion (oral complaint) stage, or when the formal written grievance is being considered.

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

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

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

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

17.10 A grievance shall be presented by an employee:

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

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

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

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

17.13 The Employer shall normally reply to an employee's grievance at the first or second level of the grievance process within fifteen (15) days after the grievance is

presented, and within twenty-five (25) days where the grievance is presented at the final level.

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

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

17.16 The 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 The 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 the 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, the employee may refer the grievance to adjudication in accordance with the provisions of the Public Service Staff Relations Act and Regulations, as may be amended from time to time.

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/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 Bargaining Agent for the Bargaining Unit to which the Collective Agreement or Arbitral Award applies signifies in a prescribed manner:

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

ARTICLE 18: PAY

18.01 The employee shall be paid for services rendered at a rate of pay specified in Appendix A for the employee's job title in accordance with the time limits outlined in the rate of pay scale. On promotion the employee shall go to the twelve (12) month rate on the grid.

18.02 The new probationary employee shall, effective the date of hiring, be paid the start rate as specified in Appendix A for the job category. In no circumstances will this be less than the federal minimum hourly rate. On completion of the probationary period the employee will receive the hourly rate of pay under two (2) months of their pay level.

18.03 a. When the 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, the employee shall be paid as if the employee had been appointed to that higher classification level for that period from the first (1st) day.

b. When the 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 the employee's normal rate of pay, a twenty (20) percent increment based upon the employee's normal wages for the period from the first (1st) day.

18.04 Payments provided under the provisions of Articles 11 (hours of work, call-in, and reporting pay), 12 (overtime), and 14 (designated holidays) 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 subjects 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 to be taken by the Employer, and which will become part of the employee's permanent record, will be given to the employee, and a representative of the Bargaining Agent if the employee agrees. A representative of the Bargaining Agent 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 one (1) year has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

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

20.04 A detailed job description shall be supplied to the employee at the time of hire.

20.05 Upon written request submitted twenty-four (24) hours in advance to the Non Public Funds Human Resources Office the employee will have visual access to the employee's own personnel file not more than three (3) times a year.

ARTICLE 21: CREATION OF A NEW JOB AND CHANGE TO AN EXISTING 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.

21.02 Upon request of the employee, the Job Evaluation Committee shall review any position in the Bargaining Unit where a significant change in duties has taken place.

ARTICLE 22: BULLETIN BOARDS

22.01 The Employer agrees to provide a bulletin board 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 such 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 forty-nine (49) 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 on the employee's anniversary date of employment on presentation of a sales receipt.

ARTICLE 25: MEETINGS

25.01 Members of the Bargaining Unit who are required to attend meetings, called by the Employer, shall be paid for all such time 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: SEVERANCE PAY

27.01 Full-time and part-time employees who are released by the Employer for administrative reasons beyond the control of the employee are entitled to severance pay and notice or salary in lieu of notice. Factors considered beyond the employee's control are:

- a. Closing of a facility;
- b. Closing of the Base;
- c. Reduction of the work force; and
- d. Reorganization.

27.02 a. Severance pay entitlements for full-time employees as of 1 November 1999 are:

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

or

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

27.02 b. Severance pay entitlements for employees appointed to full-time status after 1 November 1999, and for part-time employees effective 1 November 1999, are two (2) week's pay for the first (1st) full year of service and one (1) week's pay for each additional year of continuous service, up to a maximum of twenty-eight (28) weeks.

27.03 Weekly or monthly pay is calculated using the average of the employee's pay over the previous twenty-six (26) pay periods.

27.04 Notice or salary entitlements in lieu of notice:

- a. Probationary full-time and part-time employee - 2 weeks; and
- b. Full-time employee - 1 month.

27.04 If the employee is released for one of the reasons stated in Article 27.01, the severance benefits shall not be paid for a period of nine (9) months unless the employee waives the right to employment recall.

ARTICLE 28: GENERAL

Gender

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

Official Texts

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

ARTICLE 29: DURATION OF AGREEMENT

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

29.02 This Agreement shall expire on 1st September 2005.

Appendix "A" Rates of Pay 8 Wing Trenton

Eff: 15 May 02	START	END PROB	12 MOS	18 MOS	24 MOS	36 MOS
1	\$7.00	\$7.20	\$7.40	\$7.65	\$7.85	\$8.00
2	\$7.30	\$7.40	\$7.55	\$8.05	\$8.20	\$8.40
3	\$7.50	\$7.75	\$8.10	\$8.60	\$8.80	\$9.25
4	\$9.13	\$9.55	\$9.85	\$10.45	\$10.90	\$11.55
5	\$11.04	\$11.55	\$12.00	\$12.50	\$12.65	\$13.20
6	\$12.87	\$13.40	\$13.85	\$14.00	\$14.40	\$14.50
7	\$13.70	\$14.25	\$14.70	\$15.75	\$16.15	\$16.45

Eff: 15 May 03	START	END PROB	12 MOS	18 MOS	24 MOS	36 MOS
1	\$7.30	\$7.50	\$7.70	\$7.95	\$8.15	\$8.30
2	\$7.60	\$7.70	\$7.85	\$8.35	\$8.50	\$8.70
3	\$7.80	\$8.05	\$8.40	\$8.90	\$9.10	\$9.55
4	\$9.43	\$9.85	\$10.15	\$10.75	\$11.20	\$11.85
5	\$11.34	\$11.85	\$12.30	\$12.80	\$12.95	\$13.50
6	\$13.17	\$13.70	\$14.15	\$14.30	\$14.70	\$14.80
7	\$14.00	\$14.55	\$15.00	\$16.05	\$16.45	\$16.75

Eff: 15 May 04	START	END PROB	12 MOS	18 MOS	24 MOS	36 MOS
1	\$7.30	\$7.50	\$7.70	\$7.95	\$8.15	\$8.70
2	\$7.60	\$7.70	\$7.85	\$8.35	\$8.50	\$9.10
3	\$7.80	\$8.05	\$8.40	\$8.90	\$9.10	\$9.95
4	\$9.43	\$9.85	\$10.15	\$10.75	\$11.20	\$12.25
5	\$11.34	\$11.85	\$12.30	\$12.80	\$12.95	\$13.90
6	\$13.17	\$13.70	\$14.15	\$14.30	\$14.70	\$15.20
7	\$14.00	\$14.55	\$15.00	\$16.05	\$16.45	\$17.15

Appendix "B"

**PAY NOTES
BETWEEN NPF AND UFCW, LOCAL 175 RE: 8 WING TRENTON**

- A1.** Subject to ratification, the Employer agrees to pay all employees on the payroll as of the date of ratification a lump sum payment equivalent to two percent (2.0%) of all hours worked between 1 December 2001 and 14 May 2002, payable as soon after 15 May 2002 as possible.
- B1.** Effective 15 May 2002 and subject to ratification; the attached pay grid shall be put into effect. Initially, employees will be placed on the new pay grid at the same increment. Also, employees on the 18 month rate will be placed in the grid in accordance with their length of service to a maximum of the 24 month rate.
As example:
- a. An employee with 24 months of service or more will be placed at the 24 month increment on the new pay grid and thereafter, will move through the increment steps for their job level as appropriate (i.e. an employee who is placed at the 24 month rate on 15 May 2002 will move to the 36 month rate on 15 May 2003).
- B Employees that are currently in the grid at the 12 month rate will be placed at the 12 month rate; employees in the 2 month rate will be placed at the end probation rate; employees in the start rate will be placed at the start rate.
- C.** 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 maximum.
- D.** Effective 15 May 2003 and subject to ratification; an increase of 30 cents shall be added to the entire grid.
- E.** Effective 1 May 2004, and subject to ratification; an increase of 40 cents shall be added to the 36 month rates.

The Agreement will expire on 1 September 2005.

8 Wing Trenton
Astra, Ontario
K0K 1B0

28 January 2000

Mr. Wayne Hanley
United Food and Commercial Workers Union
Locals 175 and 633
20 Hamilton Avenue, North
Ottawa, ON K1Y 1B6

Dear Mr. Hanley:

This letter confirms the understanding reached during negotiations between the Employer, 8 Wing Trenton, and the United Food and Commercial Workers Union Local 175 and 633 with, respect to concessioning:

The understanding is:

"The Employer, 8 Wing Trenton has no plans to militarize, concession, sub-contract or close any NPF outlets or NPF positions.

Should this become necessary during the term of this agreement and such changes result in the displacement of employees, the Employer agrees to meet with the Union to discuss the possibilities of alternate employment. This meeting will take place prior to any displacement of employees taking place.

Non-bargaining unit employees shall not be used to such an extent that it results in the displacement of full-time bargaining unit employees".

This letter of information will form part of the collective agreement.

Sincerely,

D. S. Higgins
Colonel
Wing Commander

John Farrow
CANEX Regional Manager

Received and Accepted by
The United Food and Commercial Workers Union, Local 175 and 633

Wayne Hanley

Date

8 Wing Trenton
Astra, Ontario
K0K 1B0

28 January 2000

Mr. Wayne Hanley
United Food and Commercial Workers Union
Locals 175 and 633
20 Hamilton Avenue, North
Ottawa, ON K1Y 1B6

Dear Mr. Hanley:

This letter will confirm the commitment given by the Employer that employees granted leave for travel related to a death as per the terms of Article 16.09 a. of the Collective Agreement will be granted a leave in accordance with DND standards as follows:

- a) For a journey of 250 km or less – one half (1/2) day;
- b) For a journey of 250 km to 650 km – one (1) day; and
- c) For a journey of more than 650 km – two (2) days.

Sincerely,

D. S. Higgins
Colonel
Wing Commander

John Farrow
CANEX Regional Manager

Received and Accepted by
The United Food and Commercial Workers Union, Local 175 and 633

Wayne Hanley

Date

8 Wing Trenton
Astra, Ontario
K0K 1B0

28 January 2000

Mr. Wayne Hanley
United Food and Commercial Workers Union
Locals 175 and 633
20 Hamilton Avenue, North
Ottawa, ON K1Y 1B6

Dear Mr. Hanley:

As per the commitment given during the recent contract negotiations for the operational Category Bargaining Unit, in the event that changes to pay days and pay periods are required, the employer agrees to meet and discuss the implementation of such changes with the Union Representative and employees two (2) weeks in advance of such changes.

Sincerely,

D. S. Higgins
Colonel
Wing Commander

John Farrow
CANEX Regional Manager

Received and Accepted by
The United Food and Commercial Workers Union, Local 175 and 633

Wayne Hanley

Date

8 Wing Trenton
Astra, Ontario
K0K 1B0

28 January 2000

Mr. Wayne Hanley
United Food and Commercial Workers Union
Locals 175 and 633
20 Hamilton Avenue, North
Ottawa, ON K1Y 1B6

Dear Mr. Hanley:

Subject to prior approval, an employee shall be reimbursed at the high rate of mileage allowance according to the Canadian Forces temporary duty rates when required to use his or her own vehicle.

This letter of information will form part of the Collective Agreement.

Sincerely,

D. S. Higgins
Colonel
Wing Commander

John Farrow
CANEX Regional Manager

Received and Accepted by
The United Food and Commercial Workers Union, Local 175 and 633

Wayne Hanley

Date

8 Wing Trenton
Astra, Ontario
K0K 1B0

28 January 2000

Mr. Wayne Hanley
United Food and Commercial Workers Union
Locals 175 and 633
20 Hamilton Avenue, North
Ottawa, ON K1Y 1B6

Dear Mr. Hanley:

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.

Applications under the Subsidized Training Program shall be dealt with as per the terms of that plan.

Sincerely,

D. S. Higgins
Colonel
Wing Commander

John Farrow
CANEX Regional Manager

Received and Accepted by
The United Food and Commercial Workers Union, Local 175 and 633

Wayne Hanley

Date

8 Wing Trenton
Astra, Ontario
K0K 1B0

May 2002

Mr. Wayne Hanley
United Food and Commercial Workers Union
Locals 175 and 633
20 Hamilton Avenue, North
Ottawa, ON K1Y 1B6

Dear Mr. Hanley:

This letter confirms the understanding reached during negotiations between the Employer, 8 Wing Trenton, and the United Food and Commercial Workers Union Local 175 and 633 with, respect to:

Vacation Pay for Existing Part-Time Employees

- a) Current employees as of the date of ratification of this Agreement may elect to have their vacation entitlement accrued and paid to them annually at a specified time of the year. Current employees shall be provided with a memorandum inviting them to request an alternative method of payment of their vacation entitlement within sixty days of their receipt of the memorandum and will be paid accordingly.
- b) Current employees who do not request an alternative method of payment within that timeframe will be paid their vacation entitlement on a biweekly basis.

Current employees who elect an alternative method of payment will, at any time thereafter, be entitled to re-elect payment on a biweekly basis upon written request to the NPF Human Resources Office.

This letter will form part of the Collective Agreement.

Sincerely,

D. S. Higgins
Colonel
Wing Commander

John Farrow
CANEX Regional Manager

Received and Accepted by
The United Food and Commercial Workers Union, Local 175 and 633

Wayne Hanley

Date

8 Wing Trenton
Astra, Ontario
K0K 1B0

May 2002

Mr. Wayne Hanley
United Food and Commercial Workers Union
Locals 175 and 633
20 Hamilton Avenue, North
Ottawa, ON K1Y 1B6

Dear Mr. Hanley:

This letter confirms the understanding reached during negotiations between the Employer, 8 Wing Trenton, and the United Food and Commercial Workers Union Local 175 and 633 with, respect to:

Re: Education and Training Trust Fund Contributions (1)

This letter of understanding is not to form part of the Collective Agreement.

The Employer shall contribute Five Hundred Dollars (\$500.00) on 15 May 2002, a further Five Hundred Dollars (\$500.00) on 15 May 2003, and a further Five Hundred Dollars (\$500.00) on 15 May 2004 to the Union's Education and Training Trust Fund."

Sincerely,

D. S. Higgins
Colonel
Wing Commander

John Farrow
CANEX Regional Manager

Received and Accepted by
The United Food and Commercial Workers Union, Local 175 and 633

Wayne Hanley

Date

8 Wing Trenton
Astra, Ontario
K0K 1B0

May 2002

Mr. Wayne Hanley
United Food and Commercial Workers Union
Locals 175 and 633
20 Hamilton Avenue, North
Ottawa, ON K1Y 1B6

Dear Mr. Hanley:

This letter confirms the understanding reached during negotiations between the Employer, 8 Wing Trenton, and the United Food and Commercial Workers Union Local 175 and 633 with, respect to:

Re: Education and Training Trust Fund Contributions (2)

This letter of understanding is not to form part of the Collective Agreement.

The Employer agrees to pay the United Food and Commercial Workers Union Local 175 the sum of Two Thousand Two Hundred Dollars (\$2200.00) on 15 May 2002 as payment towards the UFCW Education and Training Trust Fund.

Sincerely,

D. S. Higgins
Colonel
Wing Commander

John Farrow
CANEX Regional Manager

Received and Accepted by
The United Food and Commercial Workers Union, Local 175 and 633

Wayne Hanley

Date

8 Wing Trenton
Astra, Ontario
K0K 1B0

May 2002

Mr. Wayne Hanley
United Food and Commercial Workers Union
Locals 175 and 633
20 Hamilton Avenue, North
Ottawa, ON K1Y 1B6

Dear Mr. Hanley:

This letter confirms the understanding reached during negotiations between the Employer, 8 Wing Trenton, and the United Food and Commercial Workers Union Local 175 and 633 with, respect to:

Re: Statutory Holidays

This letter of understanding will form part of the Collective Agreement.

“On New Year’s Eve, work performed after 1800 hours will be considered overtime.”

Sincerely,

D. S. Higgins
Colonel
Wing Commander

John Farrow
CANEX Regional Manager

Received and Accepted by
The United Food and Commercial Workers Union, Local 175 and 633

Wayne Hanley

Date

8 Wing Trenton
Astra, Ontario
K0K 1B0

May 2002

Mr. Wayne Hanley
United Food and Commercial Workers Union
Locals 175 and 633
20 Hamilton Avenue, North
Ottawa, ON K1Y 1B6

Dear Mr. Hanley:

This letter confirms the understanding reached during negotiations between the Employer, 8 Wing Trenton, and the United Food and Commercial Workers Union Local 175 and 633 with, respect to:

Re:Dues and Initiation Report (Article 7.03)

This letter of understanding is not to form part of the Collective Agreement.

“The Employer is currently undertaking the implementation of an updated **CYBORG** Human Resources Information System, and once implemented at 8 Wing Trenton, the Employer agrees to provide the Union with dues and initiation reports via E-mail or computer diskette, as well as the hard copy as outlined in Article 7.03.

Sincerely,

D. S. Higgins
Colonel
Wing Commander

John Farrow
CANEX Regional Manager

Received and Accepted by
The United Food and Commercial Workers Union, Local 175 and 633

Wayne Hanley Date

8 Wing Trenton
Astra, Ontario
K0K 1B0

May 2002

Mr. Wayne Hanley
United Food and Commercial Workers Union
Locals 175 and 633
20 Hamilton Avenue, North
Ottawa, ON K1Y 1B6

Dear Mr. Hanley:

Letter of Intent Re: Article 7.03

This letter of intent not to form part of the Collective Agreement undertakes to provide the union with the name, address, and telephone number of unionized employees upon successful completion of their probationary period.

Sincerely,

D. S. Higgins
Colonel
Wing Commander

John Farrow
CANEX Regional Manager

Received and Accepted by
The United Food and Commercial Workers Union, Local 175 and 633

Wayne Hanley

Date