

AGREEMENT

BETWEEN

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

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

GROUP: OPERATIONAL CATEGORY (ALL EMPLOYEES)

CANADIAN FORCES BASE KINGSTON

EXPIRY DATE: *1 July 2003*

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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 Union and the employees and to set forth herein the terms and conditions of employment upon which agreement has been reached through collective bargaining.

1.02 The parties to this Agreement share a desire to improve the quality and to increase the efficiency of the services provided and to promote the well-being of the employees .

ARTICLE 2

RECOGNITION

2.01 The Employer recognizes the Public Service Alliance of Canada, certified by the Public Service Staff Relations Board on 10 June 1982, as exclusive Bargaining Agent for all employees of the Employer in the Operational Category employed at Canadian Forces Base Kingston, 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/her** probationary period and is employed on a continuing basis for twenty seven (27) or more hours per week.
- (b) Part-time employee means an employee who may be employed on a continuing basis but works less than twenty-seven (27) hours per week and more than thirteen and one-third (13 1/3) 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 exceed:

- | | |
|---------------------|---------------------|
| (1) supervisory | - three (3) months; |
| (2) non-supervisory | - two (2) months. |

ARTICLE 4

STATE SECURITY

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

ARTICLE 5

MANAGERIAL RIGHTS

5.01 The Union recognizes and acknowledges that the Employer has, and shall retain, the exclusive right and responsibility to manage its operation in all respects including, but not limited to, the following:

- (a) to plan, direct and control operations; to determine methods, processes, equipment and other operating matters; to determine the location of facilities and the extent to which these facilities or parts thereof shall operate; **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.

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

5.03 Such rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 6

FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

6.01 In the event that any law passed by Parliament, applying to employees covered by 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 there upon seek to negotiate substitute provisions which are in conformity with the applicable law.

ARTICLE 7

CHECK-OFF

7.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues established by the Union from the pay of all employees in the Bargaining Unit. Where an employee does not have sufficient earnings in respect of any pay period to permit deductions, the Employer shall not be obligated to make such deductions from subsequent pay.

7.02 For the purpose of applying Article 7.01, deductions from pay for each employee in respect of each pay period will start with the first full calendar month 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 each calendar month except for circumstances beyond the Employer's

control. ***The Employer agrees to supply the Union, including the Local, quarterly, with the name, classification and employment status of each Bargaining Unit Employee.***

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

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

ARTICLE 8

APPOINTMENT OF REPRESENTATIVES

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

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

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

ARTICLE 9

LEAVE FOR REPRESENTATIVES AND ACCESS TO PREMISES

9.01 A representative shall obtain the permission of ***his/her*** manager through ***his/her*** immediate supervisor, before leaving ***his/her*** work to investigate complaints that lie within the jurisdiction agreed to at Article 8, to meet with Management for the purpose of dealing with grievances and to attend meetings called by Management. Such permission will not be unreasonably withheld. The representative shall report back to ***his/her*** manager or immediate supervisor, where practicable, before resuming ***his/her*** normal duties.

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

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

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

9.05 A representative will not receive pay for time spent performing the tasks outlined in Article 9.01 during their regular scheduled time off.

9.06 When operational requirements permit, the Employer will grant leave without pay to a maximum of two (2) employees for the purpose of attending negotiation meetings, conciliation board or arbitration tribunal meetings concerning Local 681.

ARTICLE 10

HEALTH & SAFETY

10.01 The Employer will continue to make reasonable provisions for the Occupational Safety and Health of Employees.

10.02 The Employer and the Union agree that the provisions on Part II of the Canada Labour Code, ***as may be amended from time to time***, apply for purposes of Occupational Safety and Health.

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 will include a period of seven (7) consecutive days starting at 0000 hours Monday and ending the following Sunday at 2400 hours.

11.02 Where scheduled hours are to be changed so that they are different from those presently in existence, the Employer, except in cases of emergency, shall consult in advance with the Union on such proposed hours of work. The Employer will, where practicable, accommodate such employee representations that may be conveyed by these representatives.

11.03 A work schedule shall be posted on the appropriate bulletin board showing the scheduled working hours for each employee covered by this Agreement for the following week. The schedule will be posted by Thursday of each week. If a schedule is not posted by Thursday, the schedule for the previous week will apply, however the rescheduling shall not adversely affect an employee's entitlement under Article 11.06. After Thursday, 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.

11.04 (a) ***employees working six (6) consecutive hours or more are entitled to an unpaid meal period of not less than thirty (30) minutes, and no more than sixty (60) minutes. The meal period shall be scheduled as close to the mid-point of the work period as possible. Except in those operations which normally employ only one person, the meal periods shall be uninterrupted.***

(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) ***Upon written request of an employee where the employee has obtained the Bargaining Agent's concurrence, and with the approval of the approval of the Employer, this provision may be rendered void for a specific period of time.***

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

11.06 Once in every **two (2)** week period, employees shall be scheduled two (2) consecutive days off, which shall be either a **Friday-Saturday**, Saturday-Sunday or Sunday-Monday combination **at the discretion of the Employer. Upon written request of an employee and with the approval of the Employer and consultation with the Local, this provision may be rendered void for a specific period of time.**

11.07 If an employee is scheduled to work in accordance with Article 11.03 and **he/she** report to work and there is no work available **he/she** shall be paid a minimum of three (3) hours pay at **his/her** regular rate.

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

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

11.10 Work stoppages caused by a major storm or any unforeseen occurrences will be compensated as follows:

- (a) Employees advised by the employer **less than three (3) hours prior to the start of their scheduled shift** not to report to work will be paid for **four (4) hours pay or one half of their scheduled shift, whichever is greater, at their straight time hourly rate, or by mutual agreement and subject to operational requirements, rescheduled to work alternate hours;** and
- (b) Employees who are at work and are sent home by the Employer will be paid for **the hours already worked, and the lesser of four (4) hours of pay at their regular straight time hourly rate, or one half of the balance of their scheduled work day at their regular rate of pay.**

11.11 Additional hours which become available will be offered first to Bargaining Unit employees in their job title in their outlet, based on seniority, provided the additional hours do not result in overtime, do not conflict with existing schedules and do not change the 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.

ARTICLE 12

OVERTIME

12.01 When an employee is required to work in excess of the normal hours of work stipulated in 11.01 and, in the case of a full-time employee also Article 11.03, **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.

For the purpose of overtime when an employee is compensated for a designated holiday, this shall be considered as time worked.

12.02 Overtime shall be compensated in money except where, on request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay within sixty (60) days of the overtime worked. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

12.03 Overtime shall be offered first, to the employee with the most seniority on the shift in the outlet which requires the work, provided the employee is capable of performing the work. If no employee wishes to work the overtime, the Employer shall assign the work to a junior employee provided **he/she** is capable of performing the work.

12.04 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 their previous shift, shall be reimbursed for one (1) meal in the amount of **eight** dollars (**\$8.00**) except where meals are provided **by the Employer**. Reasonable time, to be determined by the

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

ARTICLE 13

SENIORITY

13.01 Definitions:

- (a) Seniority for full-time employees shall be defined as total length of continuous full-time employment in the Bargaining Unit;
- (b) Seniority for part-time employees shall be defined as total length of continuous part-time employment in the Bargaining Unit;
- (c) Probationary employees shall have no right under (a) and (b) above under the seniority provisions of this agreement until the conclusion of the probationary period as specified in Article 3.01c. at which time an employee's seniority shall date back to **his/her** first day of continuous employment;
- (d) Outlets. The seniority of an employee with regards to out in this article shall be by outlet. The Operational layoff, recall from layoff or any other provision set Category Bargaining Unit shall be divided into the following operations called outlets:

CANEX Retail
CANEX Expressmart
Base Food Services
Vimy Officers Mess
Fort Frontenac Officers Mess
Senior Staff Mess
WO's & Sgt's Messes

JR Ranks Messes
Garrison Golf and Curling Club
CMRC (Cadet Mess Recreation Centre)
Garrison Lanes
Anderson Gym
Community Centre
RMC Athletics (including Arena, Pool, RMC Gym).

- (e) Lay-off shall be defined as a reduction in the work force or a change in status from full-time to part-time.

13.02 An employee will lose **their** seniority rights under this Agreement and **their** service will be terminated if **the employee:**

- (a) voluntarily leaves **his/her** employment with the Employer;
- (b) is discharged for just cause;
- (c) has been laid-off for a continuous period of nine (9) months;
- (d) has been laid-off and is recalled to work and fails to return to work or to give in writing valid reasons for **his/her** inability to do so within five (5) working days of the date **he/she** had been requested by the Employer, in writing by registered mail, to return to work. In order to be eligible for recall from lay-off the employee must provide the Employer with **his/her** current mailing address and telephone number;
- (e) overstays a period of leave granted by the Employer in accordance with Articles 15 and/or 16 without securing an extension of such leave; or
- (f) **is absent** from work for more than **three (3)** working days without securing leave in accordance with Articles 15 and/or 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 **any** absences without reasons satisfactory to the Employer.

13.03 In matters of lay-off, recall after lay-off, and reduction of full-time employee to a part-time employee, the principle of seniority in the outlet shall be recognized by the Employer, provided the senior employee has the experience, ability, skill and fitness to do the job required.

13.04 (a) Vacancies created by the departure of an employee, reclassification of a position or the creation of a new position will be filled accordingly:

- (1) The vacancy shall be offered first, on the basis of seniority to any employee on the layoff list of the outlet concerned provided he/**she** is of the same classification of the vacant position or higher and provided they have the necessary experience, ability, skill and fitness to do the job required.
- (2) If the vacancy cannot be filled in accordance with Article 13.04 (a)(1) above a notice of competition shall be posted for five (5) working days on notice boards and interested employees shall apply in writing to the responsible officer named in the poster. An employee in the outlet where the vacancy occurs shall be given first opportunity to fill the position provided he/**she** has the experience, ability, skill and fitness to do the job required. Where the Employer determines there is more than one (1) employee in the outlet concerned with equal qualifications to fill the vacancy, the more senior employee will be given preference.
- (3) If the vacancy cannot be filled in accordance with Article 13.04 (a)(2) above then an employee in the Bargaining Unit shall be given first opportunity to fill the position provided he/**she** has the experience, ability, skill and fitness to do the job required. Where the Employer determines there is more than one (1) employee in the Bargaining Unit with equal qualifications to fill the vacancy, the more senior employee will be given preference.
- (4) Following the foregoing if there is no qualified applicant, the Employer may appoint any person it desires to fill the position.

13.05 If, at any time within three (3) months of being awarded the job in accordance with article 13.04, the Employee requests to be returned to **his/her** former job or the employee cannot satisfactorily perform the job, **he/she** shall be returned to **his/her** former position or a similar position and former wage rate without loss of seniority.

13.06 Only an employee who applied for a competition and was not selected at the stage in the process outlined in 13.04 above at which **he/she** entitled to be considered may submit a grievance regarding the competition. The grievance must be submitted at the first level of the grievance procedure within the five (5) working days following the day on which the employees were advised of the name of the successful candidate.

13.07 When a full-time employee is laid-off due to lack of work and there is part-time

work available in the Bargaining Unit, if the full-time employee so requests, **he/she** shall be given preference to work such part-time work if **he/she** is able and qualified to perform such work. **He/She** shall be paid at the hourly rate of pay of the job title of the part-time work. A full-time employee who works part-time hours in accordance with this article 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.

13.08 Within **sixty** (60) days of the signing of this Collective Agreement a separate seniority list for full-time and part-time employees shall be posted in outlets for a period of three (3) weeks in accordance with article 13.01. The seniority date for each employee shall be considered correct if no objection is made within three (3) weeks of the first day of the posting of the initial list on which the employee's name appears. The Employer shall provide **Local 681** with revised seniority lists semi-annually.

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

ARTICLE 14

DESIGNATED HOLIDAYS

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

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Sovereign's Birthday (Victoria Day)
- (e) Canada Day
- (f) First Monday in August
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day
- (l) One 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 The method of granting designated holidays varies when **a full-time** employee is employed either in a continuous or a non-continuous operation. The definition of continuous operation which would apply to employees is any operation or service normally carried on without regard to Sundays or public holidays. This would include Messes, some snack bar, bowling alley and golf and curling club operations.

14.04 When **a full-time** employee is engaged in a continuous operation, and is entitled to a holiday on which **he/she** is required to work, the following applies:

- (a) The employee shall be paid, in addition to **his/her** regular rate of pay for that day, at one and one-half times (1½) **his/her** regular rate of pay for the time worked by **him/her** on that day; or
- (b) The employee shall be paid at one and one half (1½) times **his/her** rate of pay for the hours worked on the designated holiday and be given a day off with pay at some other time which may be by way of addition to **his/her** annual vacation or at a time convenient to **him/her** and the Employer.

14.05 When **a full-time** employee is engaged in a non continuous operation and entitled to a holiday the following applies:

- (a) When a holiday falls on a day that is a non-working day for **a full-time** employee, the employee is entitled to and shall be granted a holiday with pay at some other time. This may be by way of an addition to **his/her** annual vacation or granted as a holiday with pay at a time convenient to **him/her** and **his/her** Employer. Except that, when New Year's Day, Canada Day, Remembrance Day, Christmas Day or Boxing Day falls on a Sunday or Saturday that is a non-working day, the employee is entitled to and shall be granted a holiday with pay on the working day immediately preceding or following the designated holiday.
- (b) **A full-time** employee who is required to work on a day on which **he/she** is entitled to a holiday with pay shall be paid, in addition to **hi/her** regular rate of pay for that day, at one and one half times (1½) **his/her** regular rate of pay for the time worked by **him/her** on that day.

14.06 A full time employee shall be paid for holidays mentioned in 14.01 unless they are absent on their scheduled pay prior to or following the holiday subject to the following:

- (a) Employees who are sick on either days mentioned in 1 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 1 above shall be paid for the holiday.

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

14.08 A full-time employee who is required to work on a designated holiday shall be paid **his/her** holiday pay if entitled as per article 14.06 and one and one half (1½) times **his/her** hourly rate for the first eight (8) 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 14.09, **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 (2X) times **his/her** hourly rate of pay for all time worked.

14.10 *Effective the first pay period commencing after June 1, 2000, upon completion of thirty (30) days of employment, part-time employees shall be paid four percent (4%) of net regular earnings as designated holiday pay every pay period. If a part-time employee works on a designated holiday, the employee will be paid at the rate of one and one half (1 ½) their rate of pay for the hours worked on that day.*

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 Employment</u>	<u>Entitlement</u>
<i>In the 1st and 2nd years of</i>	10 working days

continuous full-time employment

<i>In the 3rd to 7th year of</i> time employment	15 working days	continuous full-
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<i>In the 8th to 18th year of</i> continuous full-time employment	20	working	days
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<i>Between the 19th and 29th year of</i> continuous full-time employment	25	working	days
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On completion of 30 years continuous full-time employment	30	working	days
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A full-time employee shall be entitled to apply for vacation leave on the basis of earned prorated vacation credits.

15.02 On termination of employment or death, the employee or **his/her** estate is entitled to any vacation pay owed to **him/her** in respect to any prior completed year of employment and vacation pay for any portion of the year completed at the time of termination at **his/her** current wage.

15.03 Calculations shall be based on the anniversary date of employment of the Employee.

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

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

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

15.07 It is realized that occasionally vacations cannot be taken during the vacation period because of illness, job requirements or other exceptional circumstances. In such cases vacations may be carried over the next vacation period with the approval of the Base Commander or his delegate. Applications for vacation carry-over shall be submitted in writing.

15.08 The normal vacation period shall commence on May 30 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.

15.09 When any 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 vacation schedule shall be posted prior to the vacation period and such vacations will be granted on the basis of seniority in the outlet. 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.

15.11 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.

15.12 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 either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.

15.13 Vacation is only earned while an employee is drawing pay except that authorized periods of leave without pay that do not exceed two (2) continuous weeks may be counted as time earning vacation.

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

15.15 Notwithstanding the above provisions, an employee converting from part-time to full-time status at CFB Kingston may count **his/her** previous continuous part-time employment at CFB Kingston towards full-time vacation entitlement as follows:

- (a) Less than five (5) years of continuous part-time service - one half ($\frac{1}{2}$) of the previous service.
- b. Five (5) or more years of continuous part-time service - all of the previous service.

15.16 An employee is entitled to vacation leave with pay to the extent of **his/her** earned credits provided **he/she** has completed six (6) months of continuous employment.

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/her** immediate supervisor on the first day of absence indicating 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 five (5) working days. The Employer reserves the right to require a medical certificate for any period of illness provided that **he/she** is advised in advance that **he/she** is required to produce a medical certificate before **he/she** returns to work. Prolonged or frequent illness may require additional certificates, at the expense of the Employer, from the employee's doctor or a doctor mutually agreed upon.

- (3) Maternity leave and related disabilities are excluded from the sick leave plan.
- (d) The employee's full benefits are reinstated after a return to work for thirty (30) calendar days **for the same disability** or for five (5) continuous working days if the disability is for a new cause.

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

- (a) Less than five (5) years of continuous part-time service - one half ($\frac{1}{2}$) of the previous service, e.g. four (4) years part-time equals two (2) years full-time; and
- (b) Five (5) years or more of continuous part-time service - all of the previous service, e.g. six (6) years part-time equals six (6) years full-time.

16.03 Maternity, Paternity and Adoption Leave (Child Care)

- (a) An employee who has completed six (6) months of continuous service with the Employer has the right to leave without pay in the following circumstances:
 - (1) an employee who provides the Employer with a qualified doctor's certificate attesting that she is pregnant is entitled up to a maximum of seventeen (17) weeks of leave beginning at the earliest eleven (11) weeks before the presumed date of her delivery and ending, at the latest, seventeen (17) weeks after the date of delivery;
 - (2) Without prejudice to paragraph (1), an employee who is or may be effectively in charge of the care of a new-born child is entitled to

leave of up to thirty-five (35) weeks commencing at a time chosen by the employee:

- (a) If the employee is female:
 - (i) either at the termination of maternity leave she has taken; or
 - (ii) on the day of the child's birth or the day she has taken charge of the child's care.
- (b) If the employee is male:
 - (i) either at the termination of all maternity leave taken by the mother; or
 - (ii) on the day of the child's birth or the day he takes charge of the child's care.

- (b) The total period of leave that can be taken by two employees for child care must not exceed thirty-five (35) weeks.
- (c) An employee who intends to take or modify the child care leaves awarded for child care must give the Employer written notice at least four (4) weeks prior to the leave.
- (d) An employee who returns to work after leave for child care shall be reassigned to the position she or he left to take leave or to a comparable position in the same workplace, with the same wages and benefits. If during the leave period the wages and benefits of the group of which the employee is a part are changed due to reorganization or renewal of the Collective Agreement, the employee is entitled to receive the wages and benefits for this position as though he or she had worked at the time of reorganization or renewal. The employee on leave shall be advised in writing of any such modifications.
- (e) Leaves such as those described in this section are included in calculation of benefits listed in the present Collective Agreement. This does not apply if the employee does not return to work when the leave terminates.
- (f) When the employee requests leave without pay for child care, he or she must also inform the Employer of his or her choices with regard to the retirement plan and the group social benefits. If the employee chooses to

participate in these benefits, the necessary arrangements shall be made for the employee to pay the required contributions.

- (g) An employee who takes maternity leave shall receive a benefit equivalent to two (2) weeks of **employment** insurance if the following conditions are fulfilled:
 - (1) an employee who has completed six (6) months of continuous service and who provides the Employer with proof that she has submitted an application for benefits under the **employment** insurance plan under the provisions of section **22** of the ***Employment Insurance Act, as may be amended from time to time***, and who is declared eligible for such benefits, shall receive benefits related to maternity leave under the Supplementary **Employment** Insurance Benefits plan;
 - (2) an employee who received benefits for maternity leave must return to work for a period of at least ten (10) working days from the termination date of her maternity leave, unless the Employer has agreed to extend the leave, or unless the employee is entitled to leave under the present agreement; and
 - (3) if the employee does not return to work in accordance with the present section, she will have to reimburse the Employer the full allowance received for maternity leave.

16.04 Leave for Family Related Responsibilities

- (a) The Employer shall grant family related leave with pay to full-time employees under the following circumstances:
 - (1) up to one-half (1/2) day to take a dependent family member for medical or dental appointments, 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;
 - (2) up to two (2) consecutive days of leave with pay for the temporary care of a sick member of the employee's immediate family;

- (3) to an employee, one (1) days leave with pay for the needs directly related to the birth of an employee's child. This leave may be divided into two (2) separate periods and granted on separate days;
 - (4) to an employee, one (1) days leave with pay for the needs directly related to the adoption of the employee's child. This leave may be divided into two (2) separate periods and granted on separate days.
- (b) The total leave with pay which may be granted under sub-clause (a) (1), (2), (3) and (4) 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), dependant 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 home or with whom the employee permanently resides.

16.05 Bereavement Leave

- (a) An employee will be given leave for four (4) 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.
- (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; and distant relatives will be any of the following: grandson or granddaughter, brother-in-law or sister-in-law, son-in-law or daughter-in-law.
- (c) Should the periods mentioned above contain one or more non-working days (for example, Sunday or day off), the employee may claim leave only for the actual days of work **he/she** will have missed.

16.06 Court Leave With Pay

In the event an employee is required by subpoena to attend as a witness in any proceeding held:

- (a) in or under the authority of a court of justice or before a grand jury;

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

the Employer agrees to make up the difference, if any, between the amount paid **him/her** for witness fees and the amount **he/she** would have earned had **he/she** worked on the day **he/she** was required to appear as a witness. When an employee is summoned under the circumstances described above, **he/she** shall notify **his/her** Employer as soon as possible. Where practical, an employee is required to return to work for the remainder of the day or days when dismissed by counsel or the third party.

16.07 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/her** for jury services and the amount **he/she** could have earned had **he/she** worked on such days. This does not apply if the employee is excused from jury duty for the rest of the day or days and where practical 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.

16.08 Leave of Absence Without Pay

An employee may be granted a leave of absence without pay provided **he/she** receives permission in advance from the Employer in writing. Such leave of absence will not be unreasonably withheld. Under no circumstances shall any leave of absence be approved for a period in excess of six (6) months. During approved periods of absence in excess of two continuous weeks an employee will not be eligible for any of the benefits provided for in this Agreement. Insurance premiums for benefits listed in Article 19.02 may be continued at the request of the employee. The employee will be responsible for both the employee and the Employer share of the premiums. The employee shall be restored to

his/her former position or to a similar position at the then prevailing wage rate at the expiration of the leave of absence.

16.09 Where operational requirements permit, the Employer will grant leave without pay in accordance with Article 16.06, to an employee for the purpose of attending training courses of the Union.

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 representative of the Union. If the employee is not satisfied with the result of such discussions, a formal grievance may then be presented.

17.03 A three-level grievance procedure is provided to employees. The Employer will post on the bulletin boards, the names of the officials designated by the Employer to handle each of the three (3) levels of the Grievance Procedure. The Union to be supplied with copies of said postings.

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 **they** have been treated unjustly or consider **themselves** 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 the

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 Union.

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

17.06 An employee, when submitting a grievance at any level, shall use the NPF Grievance Presentation Form. However, a grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the NPF form or by reason of any technical irregularity. The form is obtainable from the NPF **Human Resources 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 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 Base Commander or the Base Commander's delegate, the employee and, where applicable, a representative.

17.10 A grievance shall be presented by an employee:

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

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

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

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

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

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

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

17.16 An employee may abandon a grievance at any stage in the process by written notice to the officer who is designated to receive and to reply on behalf of the Employer at Level One (1) of the grievance process.

17.17 An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless in the opinion of the Base Commander or *his/her* delegate, it was not possible for the employee to comply with the prescribed time limits.

17.18 Where an employee has presented a grievance up to and including the final level with respect to disciplinary action resulting in discharge, suspension or a financial penalty, and the grievance has not been dealt with to the employee's satisfaction, they 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 of a provision of a Collective Agreement or an Arbitral Award, the employee is not entitled to refer the grievance to adjudication unless the Union for the Bargaining Unit to which the Collective

Agreement or Arbitral Award applies signifies in prescribed manner:

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

ARTICLE 18

PAY ADMINISTRATION

18.01 Employees are entitled to be paid for services rendered at a rate of pay specified in the Pay Schedule of Appendix "A" for the classification of the position to which they are appointed.

18.02 (a) When an employee is appointed in writing by the Employer to temporarily perform the duties of a higher classification in the Bargaining Unit, **he/she** shall be paid as if **he/she** has been appointed to that higher classification level for that period from the first (1st) day.

- (b) When an employee is appointed, in writing, by the Employer to temporarily perform the duties of an Employee outside the Bargaining Unit, **he/she** shall be paid at **his/her** regular rate plus an additional twenty (20) percent that period from the first (1st) day.

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

18.04 An employee shall not have **his/her** rate of pay reduced by reason of a change in the classification of **his/her** position that is caused other than by the employee **themselves**.

18.05 *When a new job with duties and rate of pay which differs from existing jobs is created within the Bargaining Unit, the Employer will promptly inform the Bargaining Agent. The job will be evaluated in accordance with the NPF Job Evaluation Program by the Job Evaluation Committee. The rate of pay for the job will be as per the applicable pay level in Annex A. Jobs shall be reviewed by the Job Evaluation Committee if the job changes significantly.*

18.06 An employee recalled from layoff in accordance with article 13.04, to a classification with a lower rate of pay than the rate of pay of **his/her** former classification, shall be paid the rate of pay specified in Appendix A for the applicable classification. Notwithstanding the foregoing, the employee will retain the seniority of **his/her** former classification for six (6) months from the date **he/she** was placed on the layoff list of the outlet concerned.

18.07 Premium Pay

- (a) Hours worked between 6:00 PM and midnight on Christmas Eve (December 24th) and on New Year's Eve (31 December), shall be compensated at one and one-half (1½) times the employees' regular hourly rate.
- (b) When an employee is required to work seven (7) consecutive days, **he/she** shall be paid at a rate of pay of not less than one and one half (1 ½) times **his/her** regular rate of pay for the first eight (8) hours of work on the seventh (7th) day, and two times (2x) **his/her** regular rate of pay for all additional hours worked on the seventh (7th) day.
- (c) No employee will be required to work more than six (6) consecutive days in any work schedule.

18.08 Training Allowance

Employees instructed to attend and who attend training session not contiguous with their normal hours shall be paid a minimum of three (3) hours pay. In the event that the training session is either cancelled or is less than three (3) hours duration, the employee may be required to perform work associated with **his/her** duties to achieve the three (3) hour minimum. Where the Employer conducts training sessions with it's employees, this time shall be considered as time worked.

ARTICLE 19

CONSULTATION

19.01 The Employer and the Union recognize that consultation and communication on

matters of mutual interest outside the terms of the Collective Agreement should promote constructive and harmonious Employer-Union relations.

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

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

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

ARTICLE 20

LABOUR MANAGEMENT RELATIONS COMMITTEE

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

20.02 A Labour Management Relations Committee shall be appointed consisting of equal representation of Bargaining Unit employees and Management representatives. A Bargaining Unit employee and a Management representative shall be designated as co-chairman for each meeting. The terms of reference shall be established by the Committee.

20.03 Time spent by the Bargaining Unit employee representatives in attending the committee meetings shall be considered to be time worked.

20.04 The committee members can discuss any topics of mutual interest and concern which are related to their employment relationships, but the discussions do not constitute negotiations for the purpose of amending the Collective Agreement, and the committee meetings cannot deal with the adjustment of grievances.

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

20.06 Committee meetings shall be scheduled every three (3) months, except when the parties agree the meeting is not necessary or additional meetings are required.

ARTICLE 21

PART-TIME EMPLOYEES

21.01 Part-time employees shall be entitled to the benefits provided under this Agreement regarding Paid Holidays, Maternity, Paternity and Adoption Leave (Child Care), Bereavement Leave, Leave of Absence Without Pay, Jury Duty and Court Leave in the same proportion as their weekly hours of work compare with the weekly hours of work of full-time employees.

21.02 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, 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 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. Upon written request, made thirty (30) days in advance, a part-time employee shall be granted, in lieu of the above benefits, vacation leave remunerated according to the number of hours *he/she* would have worked during *his/her* vacation period.

21.03 A part-time Employee shall be granted bereavement leave in accordance with article **16.05**.

ARTICLE 22

DISCIPLINE AND DISCHARGE

22.01 Failing to Report to Work

An employee who fails to report for duty for **three (3)** consecutive working days without informing the Employer of the reason for *his/her* absence will be presumed to have abandoned *his/her* position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable circumstances for not informing

the Employer.

22.02 Discipline and Discharge Application

Before disciplinary action can be taken against an employee:

- (a) there must have been an incident or act calling for a reaction;
- (b) there must be proof of the employee's involvement in the incident or commission of the Act; and
- (c) the employee must be aware of the grounds for the action taken against **him/her** and be given an opportunity to present **his/her** version of the facts (with Union or other representation, if requested).

22.03 A report of misconduct against an employee shall be initiated without unreasonable delay, i.e., normally within three (3) 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.

22.04 All employees must be provided with written notice of discipline and discharge which must state:

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

22.05 Discipline and discharge shall only be for just cause. A copy of the written notice of discipline and discharge shall be delivered to the Local Union president.

22.06 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 has elapsed if there was no further disciplinary action awarded during the two (2) years.

ARTICLE 23

REST PERIODS

23.01 Each employee shall be granted a rest period of fifteen (15) minutes during each one half (½) working day of not less than **four (4)** hours. **Wherever possible** 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 eight (8) hour work day.

23.02 An employee unable to take a rest period as a result of operational requirements shall be compensated in cash at **his/her** rate of pay for that day in addition to the remuneration **he/she** will receive in accordance with Article 23.01.

23.03 An employee, when working on a designated holiday or in an overtime situation, who is unable to take a rest period as a result of operational requirements shall be compensated at the premium rate of pay in addition to the remuneration received with Article 23.01.

ARTICLE 24

BULLETIN BOARDS

24.01 The Employer agrees to provide bulletin boards for the use of the Union to post notices of interest to its members.

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

ARTICLE 25

REST ROOMS

25.01 The Employer agrees to provide adequate rest rooms to employees. Employees shall cooperate with the Employer in keeping the rest rooms tidy and the Employer shall be responsible for the general maintenance and cleanliness of the rest rooms.

ARTICLE 26

UNIFORMS

26.01 Uniforms which the Employer requires shall be furnished to the employee by the Employer without charge.

ARTICLE 27

CALL-IN AND CALL-BACK

27.01 An employee called in and who reports to work shall receive a minimum of three (3) hours pay at **his/her** applicable rate of pay.

27.02 If an employee is called back to work and returns to work, **he/she** shall be entitled to a minimum of three (3) hours pay at one and one half (1½) times **his/her** regular rate of pay, provided that the period worked by the employee is not contiguous to the employee's normal hours of work and **he/she** were not notified of such overtime requirement prior to completing **his/her** last period of work.

ARTICLE 28

INFORMATION FOR EMPLOYEES

28.01 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/her** position including the positions classification level and rating.

28.02 Information for Employees

- (a) The Employer agrees to distribute to each employee and all new employees a copy of the Collective Agreement. The Employer shall do so within one month after receipt from the printer.
- (b) It is agreed and understood that the Employer and the Union will incur the cost of publishing the Collective Agreement on an alternate basis. The publication of this agreement will be borne by the **Union**.

28.03 Employee Files

Upon written request of an employee, all personnel files of that employee may be made available at least once per year for **his/her** examination in the presence of an authorized representative of the Employer.

ARTICLE 29

SEVERANCE PAY

29.01 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 base;
- (b) permanent closing of a facility;

- (c) reduction of the work force; and
- (d) reorganization.

29.02 (a) Severance pay entitlements for employees appointed to full-time status on or before 29 February 1991 shall be as follows:

<u>Length of Employment</u>	<u>Severance Pay</u>
-----------------------------	----------------------

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

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 29 February 1991 and for part-time employees 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.

29.03 Continuous service means the duration of uninterrupted CANEX/NPF employment within the Bargaining Unit.

29.04 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/CANEX.

29.05 Notice or pay entitlement in lieu of notice:

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

29.06 A full-time employee who is given part-time status in accordance with Article 13.07 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 of converting to part-time status with the maintenance of all length of service rights accrued both as a full-time and part-time employee.

29.07 When a Collective Agreement is in force and an employee is released for one of

the reasons cited in article 29.01, none of the benefits outlined in this section, including return of pension contributions, are to be paid for a period of nine (9) months unless the employee waives *his/her* right to employment recall as contained in the Collective Agreement.

ARTICLE 30

CASH SHORTAGES

30.01 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.

30.02 A grievance arising out of the reimbursement of cash shortages pursuant to Article 30.01 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.

30.03 The Union recognizes that it is the responsibility of the Employer to provide secure facilities for the storage of cash and stock.

ARTICLE 31

GENERAL

31.01 Gender

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

31.02 Official Texts

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

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

ARTICLE 32
DURATION OF AGREEMENT

- 32.01 The duration of this Collective Agreement shall be for forty-three (43) months, expiring on ***July 1, 2003***.
- 32.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

APPENDIX "A" – PAY SCALES

			<i>Points</i>	<i>Band</i>
			<i>160</i>	<i>1</i>
			<i>285</i>	<i>2</i>
			<i>330</i>	<i>3</i>
			<i>380</i>	<i>4</i>

			470	5
			550	6
			610	7
<u>Effective 19 June 2000:</u>				
Band	START	2 MONTH	12 MONTH	24 MONTH
1	\$6.85	\$7.25	\$7.50	\$8.05
2	\$7.40	\$7.65	\$7.90	\$8.40
3	\$7.65	\$7.90	\$8.15	\$8.65
4	\$7.70	\$7.95	\$8.20	\$9.15
5	\$9.15	\$10.15	\$10.65	\$11.15
6	\$11.15	\$12.15	\$13.15	\$14.15
7	\$12.40	\$12.90	\$13.90	\$14.90
<u>Effective 1 July 2001:</u>				
Band	START	2 MONTH	12 MONTH	24 MONTH
1	\$6.85	\$7.25	\$7.50	\$8.20
2	\$7.40	\$7.65	\$7.90	\$8.55
3	\$7.65	\$7.90	\$8.15	\$8.80
4	\$7.70	\$7.95	\$8.20	\$9.30
5	\$9.15	\$10.15	\$10.65	\$11.30
6	\$11.15	\$12.15	\$13.15	\$14.30
7	\$12.40	\$12.90	\$13.90	\$15.05
<u>Effective 1 July 2002:</u>				
Band	START	2 MONTH	12 MONTH	24 MONTH
1	\$7.05	\$7.45	\$7.70	\$8.40
2	\$7.60	\$7.85	\$8.10	\$8.75
3	\$7.85	\$8.10	\$8.25	\$9.00
4	\$7.90	\$8.15	\$8.40	\$9.50
5	\$9.35	\$10.35	\$10.85	\$11.50
6	\$11.35	\$12.35	\$13.35	\$14.50
7	\$12.60	\$13.10	\$14.10	\$15.25

PAY NOTES

- A1. *To all employees on the payroll as of the date of ratification, a lump sum payment equivalent to twenty cents (\$0.20) per hour for all hours worked between 1 December 1999 and 18 June 2000 inclusive.*

- A2.** *To all employees who are red-circled on the attached pay grid for the duration of the Agreement, a lump sum payment equivalent to four hundred dollars (\$400.00) payable prior to 18 June 2000.*

- B1.** *Effective 19 June 2000 and subject to ratification, the results of job evaluation will be put into effect by means of the attached pay grid. Initially, employees whose rate of pay is below the start rate of the grid or whose pay is between step increments will be placed on the increment step next highest to their pay level.*

- B2.** *Employees will move to next increment step in accordance with their length of service, using 19 June 2000 as the new start date (i.e. an employee moved to the twelve (12) month increment step on 19 June 2000 will move to the twenty-four (24) month increment step on 19 June 2001).*

- C.** *Employees whose rate of pay is above the top step increment will not have their current rate of 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 these employees will increase to the maximum.*

- D.** *Effective 1 July 2001, a pay increase of fifteen cents (\$0.15) per hour to the top step increment on the pay grid.*

- E.** *Effective 1 July 2002, a pay increase of twenty cents (\$0.20) per hour to all rates of pay on the pay grid.*

LETTER OF UNDERSTANDING

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

AND

____CFB KINGSTON

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STAFF OF THE NON-PUBLIC FUNDS, CFB KINGSTON, ONTARIO

RE: SAFETY FOOTWEAR

In accordance with the Agreement reached during negotiations, an annual allowance of Forty-Nine dollars (\$49.00) 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.

This letter forms part of the Collective Agreement.

The Public Service Alliance
Of Canada

Canadian Forces Base
Kingston

Date

Date

LETTER OF UNDERSTANDING

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

AND

THE STAFF OF THE NON-PUBLIC FUNDS, CFB KINGSTON, ONTARIO

RE: PAY

The Parties agree that the current employees that are not on direct deposit as of the date of ratification of the Agreement shall continue to:

- (a) have the right to request and be given pay for vacation periods in excess of five (5) days prior to the beginning of their vacation period as previously provided for in the former Article 15.08 of the collective Agreement between the Parties that expired 30 November 1999; and***
- (b) have the right to be paid before noon on every second Thursday, and when their regular pay day falls on his/her day of rest, to be paid on the working day preceding the day of rest provided that his/her regular pay is available, as previously provided for in the former Article 18.08 of the Collective Agreement between the Parties that expired 30 November 1999.***

The above noted rights are personal ones for the specific employees described above, and are not attached to their substantive positions.

This letter of understanding does not form part of the Collective Agreement.

**The Public Service Alliance
of Canada**

**Canadian Forces Base
Kingston**

Date

Date