



AGREEMENT

BETWEEN

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

AND

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

**CANADIAN FORCES SUPPORT
GROUP-OTTAWA GATINEAU
(CFSG-OG) OTTAWA**

TERM

APRIL 1, 2023 – MARCH 31, 2026

Index

ARTICLE 1 PURPOSE OF AGREEMENT	1
ARTICLE 2 RECOGNITION	1
ARTICLE 3 INTERPRETATION AND DEFINITIONS	1
ARTICLE 4 STATE SECURITY	3
ARTICLE 5 MANAGERIAL RIGHTS	3
ARTICLE 6 FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT	4
ARTICLE 7 CHECK-OFF	4
ARTICLE 8 APPOINTMENT OF STEWARDS	5
ARTICLE 9 LEAVE FOR STEWARDS & ACCESS TO PREMISES	6
ARTICLE 10 HEALTH AND SAFETY	7
ARTICLE 11 HOURS OF WORK	8
ARTICLE 12 OVERTIME	10
ARTICLE 13 SENIORITY	10
ARTICLE 14 DESIGNATED HOLIDAYS	15
ARTICLE 15 VACATION LEAVE	16
ARTICLE 16 LEAVE GENERAL	19
ARTICLE 17 GRIEVANCE PROCEDURES	30
ARTICLE 18 PAY	33
ARTICLE 19 CONSULTATION	34
ARTICLE 20 EMPLOYEE FILES	34
ARTICLE 21 CREATION OF A NEW JOB	35
ARTICLE 22 BULLETIN BOARDS	35
ARTICLE 23 REST ROOMS	36
ARTICLE 24 UNIFORMS	36
ARTICLE 25 MEETINGS	36
ARTICLE 26 SHORTAGES POLICY	36
ARTICLE 27 CALL-IN	37
ARTICLE 28 GENERAL	37
ARTICLE 29 SEVERANCE PAY	37
ARTICLE 30 NO DISCRIMINATION AND NO HARASSMENT	38
ARTICLE 31 DURATION OF AGREEMENT	38
APPENDIX A	40
APPENDIX B	41
APPENDIX C	43

LETTERS OF UNDERSTANDING 1-9

Re: Concessioneing..... 45
Re: Available Hours of Work..... 46
Re: Pay Stubs..... 48
Re: Employees Returning From Pregnancy Leave..... 49
Re: Education and Training Trust Fund Contributions 50
Re: Multiple Employment..... 51
Re: Pay Equity..... 53
Re: Fitness and Sports Instructor 54
Re: Signing of Letters of Agreement 55

ARTICLE 1 PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to establish and maintain harmonious relationships between His Majesty in right of Canada as represented by the Staff of the Non-Public Funds, Canadian Forces, hereinafter referred to as the Company, 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 promote the well-being of the Employees.

ARTICLE 2 RECOGNITION

- 2.01 The Company recognizes the United Food and Commercial Workers Canada, Local 175 certified by the Public Service Labour Relations Board on 31 July 1984, as exclusive Bargaining Agent for all Employees of the Company in the Operational Category employed Canadian Forces Support Unit (CFSU) Ottawa most recently named Canadian Forces Support Group Ottawa-Gatineau in Ontario save and except managers/category II employees.

ARTICLE 3 INTERPRETATION AND DEFINITIONS

- 3.01 In this Agreement, expressions referring to Employee or the masculine or feminine gender are meant for all Employees, regardless of gender.
- (a) Full-time Employee means an Employee who has completed their 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 has completed their probationary period and is employed on a continuing basis but works less than twenty-seven (27) hours per week and thirteen and one third ($13\frac{1}{3}$) hours or more per week.
- (c) Probationary Employee means a new Employee who is carrying out the tasks of a Full-time Employee or Part-time Employee but has not been granted full-time or part-time status. The probationary period shall not normally 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 Company and the Bargaining Agent may agree to extend the probationary period.

- (d) Term Employee means an Employee who is carrying out the tasks of a Full-time or Part-time Employee but who is hired on a temporary basis for a term of at least three (3) months or more for the purpose of:
 - (1) replacement of permanent employees who are on leave with or without pay, or,
 - (2) short-term assignments, or,
 - (3) non-recurring work.
- (d) "Bargaining Agent" means the United Food and Commercial Workers (UFCW), Local 175.

"Continuous service" means the duration of uninterrupted employment with the Employer.

"Employee" means anyone who is a member of the Bargaining Unit.

"Employer" means the Staff of the Non-Public Funds, Canadian Forces operating as the Canadian Forces Morale and Welfare Services.

"Seasonal Employee" is defined as an employee who is appointed to a position, which is not continuous throughout the year but recurs in successive years. Seasonal employees shall be entitled to all applicable provisions of the Collective agreement in a prorated manner to the length of their sessional employment in accordance with their status.

"Steward" is defined as an Elected frontline representative of the union. Their duty is to give the unionized employee advice based on the Collective Agreement, and support for first level grievance.

"Union Representative" is an employee of the Union who is representative of the union members.

"Union" means the United Food and Commercial Workers (UFCW), Local 175.

- 3.02 The terms of this Agreement shall apply to and only to Full-time and Part-time and Term Employees except where otherwise specifically stated.

- 3.03 Notwithstanding the provisions of Article 3.01, 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 they will become a Full-time Employee and their seniority as a Full-time Employee will date back to their first day so employed. In the case of pregnancy or parental leave, the six (6) month limit would be extended as required to accommodate the Employee on pregnancy or parental 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 related to the number of hours in the normal workweek.

ARTICLE 4 STATE SECURITY

- 4.01 Nothing in this Agreement shall be construed as requiring the Company 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 Company 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 Company. Such rights will not be exercised in

a manner inconsistent with the express provisions of this Agreement.

- 5.02 New Employees may be released during their probationary period for cause. The Employee may have access to the grievance procedure to the second level but may not refer a grievance to adjudication.

ARTICLE 6 FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

- 6.01 If any law now in force or enacted during the term of this Agreement renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The parties shall thereupon seek to negotiate substitute provisions which conform with the applicable law.

ARTICLE 7 CHECK-OFF

- 7.01 Subject to the provisions of this Article, the Company will deduct, as a condition of employment, an amount equal to the bi-weekly membership dues established by the Bargaining Agent from the pay of all Employees in the Bargaining Unit. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deductions, the Company shall not be obligated to make such deductions from subsequent salary.
- 7.02 For the purpose of applying Article 7.01, deductions from pay for each Employee in respect of each bi-weekly period will start with the first full bi-weekly payroll period of employment to the extent that earnings are available.
- 7.03 The Company agrees to remit dues together with a list of Employees from whom deductions have been made to the Bargaining Agent at remit@ufcw175.com by the fifteenth (15th) day following the end of two (2) consecutive payroll periods, except for circumstances beyond the Company's control. The Employee list will consist of the Employee's full name, Employee number and date of hire. In addition, a separate list will be provided with each remittance of dues detailing new employees, their date of hire and work location. The list will also advise the Bargaining Agent of all Employee terminations and the effective date.
- 7.04 The total Union dues deducted will appear on the T4 forms.
- 7.05 In addition to the information detailed in Article 7.03 the Company shall also provide a remittance statement on the 31st of January each year that shall be documented by location containing a dues and initiation report which shall be provided in the form of an email, (remit@ufcw175.com), as well as a hard copy of the dues report being provided. The information provided shall be on a standard "Excel" spreadsheet.

The spreadsheet shall contain the following:

- Employee number
- Full name (Last First/Initials)
- Full address, (including City and Postal code)
- Telephone number
- Date of hire
- Rate of Pay
- Classification
- Employee status
- Union dues deducted (Rationale if dues not deducted)
- Total dues deducted
- Union back dues owing
- Employee's email address if it is provided by the employee
- Initiation fees deducted
- Total initiation fees deducted

7.06 The Bargaining Agent agrees to indemnify and save the Company 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 Company limited to the amount actually involved in the error.

ARTICLE 8 APPOINTMENT OF STEWARDS

- 8.01 The Company 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 two (2) Stewards and one (1) Alternate Steward per workplace.
- 8.02 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 Company promptly and in writing of the names and jurisdiction of its Stewards.
- 8.04 Upon written request from the Union, the Company shall grant leave of absence to four (4) employees, each from a different outlet, for the purpose of Collective Bargaining with the Company.

ARTICLE 9 LEAVE FOR STEWARDS & ACCESS TO PREMISES

- 9.01 A Steward shall obtain the permission of their manager before leaving their work to investigate complaints, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Where possible, such permissions shall be requested twenty-four (24) hours in advance and shall not be unreasonably withheld. Where practicable, the Steward shall report back to their manager before resuming their normal duties. It is understood that any permission or notice required for meetings called by a manager shall be the responsibility of the manager holding the meeting.
- 9.02 A Steward will not receive pay for the time spent investigating complaints during their regular scheduled time off.
- 9.03 The Company agrees that business agents of the Bargaining Agent will be granted access to the Company's premises upon request and following the consent of the Company. Such request shall be made at least twenty-four (24) hours in advance to the Company or their 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 Company's premises and facilities to conduct a meeting of the Employees provided:
- (1) the meeting is attended by Employees outside their working hours, and
 - (2) the Company is advised within fifteen (15) calendar days prior to the meeting date.
- The Bargaining Agent shall ensure the orderly and proper conduct of its members who attend such meetings on the Company's premises and agrees to be responsible for leaving the facilities in good order after use.
- 9.05 A Steward designated by the Bargaining Agent shall be released for up to thirty (30) minutes with pay from their regular duties once a month to meet with any new hires, at a time mutually agreed to by the Company and the Bargaining Agent.
- 9.06 The Company agrees that Employees chosen to attend union related conferences and conventions or for other purposes related to union duties shall be given leave without pay to attend so long as such leave does not interfere with proper operation of the business.

9.07 When an Employee is on approved leave without pay under Article 8.04 and Article 9.06 their pay shall continue as normal and any time spent on Union leave without pay where authorized by the Bargaining Agent shall be billed to the Bargaining Agent.

Employees on leave for union-related responsibilities will be granted leave with pay, and all wages and benefits will be reimbursed to the Company by the Bargaining Agent.

ARTICLE 10 HEALTH AND SAFETY

10.01 The Company agrees to maintain reasonable provisions for the safety of its Employees during the hours of employment and to provide an accident-prevention program.

10.02 The Company and the Bargaining Agent agree that Part II of the *Canada Labour Code* (the "Code") and the Canada Occupational Health and Safety Regulations as may be amended from time to time with all rights, functions, powers, privileges and obligations as defined under the Code shall apply.

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

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

10.05 An annual allowance of two hundred and fifty dollars (\$250) shall be provided to those Employees who are required to wear safety footwear as determined by the local health and safety committee. This allowance shall be paid upon presentation of a sales receipt.

In the case where the Employee has not used their annual allowance of two hundred and fifty dollars (\$250.00), the allowance can only be carried over to the following year, to a maximum of three hundred dollars (\$300.00).

The Employee endeavors to provide thirty (30) days notice prior to the end of the fiscal year of their intention to carry over the safety footwear allowance to the following year but failing to provide notice does not disentitle an Employee from carrying over the previous year allowance.

10.06 The Company will inform the Bargaining Agent of any return to work or WSIB meetings involving Bargaining Unit members in a timely manner prior to their occurrence.

10.07

- (a) The Company and the Bargaining Agent agree to promote, wherever possible, the training, or retraining of Employees to improve their job skills, related to their employment.
- (b) Employees, when directed to attend compulsory training courses pertaining to the operation shall be paid in accordance with the provisions of the Collective Agreement applicable.

ARTICLE 11 HOURS OF WORK

- 11.01 The normal hours of work shall not exceed eight (8) hours in a day and forty (40) hours a week exclusive of meal period. A week shall include a period of seven (7) consecutive days starting at 0001 hours Monday and ending the following Sunday at 2400 hours. Nothing in this Agreement shall be construed as guaranteeing an Employee minimum or maximum hours of work per day or week.
- 11.02 Once in every three (3) week period, Full-time Employees shall be scheduled two (2) consecutive days off, which shall be either a Friday and a Saturday, Saturday and a Sunday, or a Sunday and a Monday combination. This is a minimum and not a maximum. Upon the written request of an Employee, and with the approval of the Company, this provision may be rendered void.
- 11.03 A work schedule shall be posted in each outlet on each Tuesday morning showing the scheduled daily working hours for each Employee covered by this Agreement for the following week. If a schedule is not posted by Thursday noon, the schedule of the week before will apply. No change shall be made in such schedule except for circumstances beyond the control of the Company. 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. The Company shall forward to the Bargaining Agent or the Steward a copy of the schedule as posted for each outlet when requested.
- 11.04 Meal periods shall be provided as follows:
 - (a) Employees working five (5) consecutive hours or more are entitled to an uninterrupted unpaid meal period of not less than thirty (30) 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 or operational requirement dictates it.

- 11.05 Each Employee shall be granted a rest period of fifteen (15) minutes during each half shift of three (3) hours in their normal workday. Except in those operations, which normally employ only one (1) person the rest period shall remain as per past practice unless changes are mutually agreed upon or operational requirement dictates it. Wherever possible 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 working through their rest period, with the approval of their supervisor shall be paid an extra fifteen (15) minutes for all time so worked. An Employee working through their rest period, when operational requirements dictate, shall have the opportunity to take their break at a later time or be paid an extra fifteen (15) minutes.
- 11.06 Full-time Employees shall not be required to work a split shift unless mutually otherwise agreed.
- 11.07 There shall be a minimum of ten (10) hours from the time the Employee concludes one scheduled work shift and commences the next scheduled work shift, unless otherwise mutually agreed except from December 1st to January 15th.
- 11.08 Work stoppages caused by inclement weather, fumigation or any unforeseeable occurrence will be compensated as follows:
- (a) Employees advised less than two (2) hours before the commencement of their shift, by the Company not to report to work will be paid for three (3) hours of work;
 - (b) Employees who are at work and are sent home by the Company will be paid for the balance of their scheduled workday at their regular rate of pay.
- 11.09 When an Employee is scheduled to work on the seventh (7th) consecutive day the Employee shall be paid at a rate not less than two (2) times the Employee's regular rate of pay on that seventh (7th) day and every consecutive day worked thereafter.
- 11.10 Christmas Eve and New Year's Eve, work performed after 1800 hours shall be considered as overtime.
- 11.11 In the event Employees wish to change a shift with another Employee in the same job title in the same outlet they shall first submit such request in writing to the supervisor. Should the request be granted, the Company shall not be liable for any claims of non-compliance with Article 11.03, or any premium pay/overtime, resulting from the shift change.
- 11.12 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 an 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 (1^{1/2}) times their regular rate of pay.

12.02 An Employee who works overtime may be paid in paid time or accrue this time in compensatory leave up to a maximum of forty (40) hours accrued. All hours beyond this maximum will be automatically paid the affected pay period.

Seasonal Employees are required (whenever possible) to take such leave prior to 31 October of any given year.

12.03 Overtime shall be offered first, to the Employee with the most seniority on the shift in the outlet, which requires the work, provided the Employee is in the job title for the nature of the work required and is capable of performing the work. If the overtime cannot be assigned to the most senior Employee on the shift, it will then be offered in order of seniority to Employees in the job title for the nature of the work required who are capable of doing the work. If no Employee wishes to work the overtime, the Company may assign the work to a junior Employee who is capable of performing the work.

ARTICLE 13 SENIORITY

13.01 Definition:

(a) Full-time seniority shall be defined as the total length of continuous full-time employment in the Bargaining Unit covered herein. 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 a Full-time or Part-time Employee transferred from one outlet to another as the result of a competition, job change based on seniority or transfer at the request of the Employee, shall date from the Employee's first day of continuous full-time or part-time work in the outlet as applicable;
- (d) Probationary Employees shall have no rights under the seniority provisions of this Agreement during the probation period outlined in Article 3.01 (c). The seniority of a Full-time or Part-time Probationary Employee who has completed their probation period to the satisfaction of the Company will be dated from the first day of the probationary period which is the first day of continuous full-time or part-time work in the Bargaining Unit as appropriate;
- (e) The Bargaining Unit shall be divided into the following operations called outlets:
 - PSP Military Housing
 - Hylands Gold Club
 - Fitness and Sport
 - Recreation
- (f) In the event an outlet is to be closed for a period in excess of six (6) consecutive months, Employees shall be able to exercise their seniority rights and displace junior Employees in the Bargaining Unit provided they are of the same job title or higher than the junior Employee and provided they are qualified to do the work and have the necessary qualifications, experience, skill and ability.

13.02 An Employee will lose their seniority rights under this Agreement and their services will be terminated if:

- (a) the Employee voluntarily leaves their employment with the Company;
- (b) the Employee is discharged for just cause;
- (c) 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 their inability to do so within three (3) working days of the date the Employee had been requested by the Company, in writing by registered mail and email to return to work. In order to be eligible for recall from lay-off the Employee must provide the Company with their current mailing address, telephone number and email, if applicable;
- (e) the Employee overstays a period of leave granted by the Company in accordance with Articles 15 and 16 without securing an extension of

such leave; and

- (f) the Employee is absent from their 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 Company. 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 Company;
- (g) the Employee is a Probationary Employee and is rejected on probation;
- (h) in the case of a Term Employee, at the expiry of their employment term or at such other date as permitted by their letter of offer.

Lay-off and recall from lay-off

13.03 Except as provided for in Article 13.01 (e), 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, skill and ability to do the job required.

13.04

- (a) When a Full-time Employee is laid off in accordance with Article 13.03 and there is part-time work available in their outlet the Employee shall be offered the part-time work provided the Employee has the qualifications, experience, skill and ability. If the Employee accepts the part-time work, they shall receive the rate of pay of 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 twelve (12) months in accordance with the provisions of this Article. At the end of twelve (12) months the Employee will be placed on part-time seniority list in accordance with their length of service.
- (b). A Full-time Employee who is reduced to part-time hours in accordance with Article 13.04 (a) of this Agreement will retain seniority as a Full-time Employee for twelve (12) months. At the end of this period, the Full-time Employee will be given the choice of accepting severance pay and termination of employment or conversion to part-time status with maintenance of all seniority accrued.

13.05 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 twelve (12) months. The Employee will

be responsible for both the Employee and Company share of the premiums.

Job Vacancies

- 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) Employees 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 of higher than the classification level of the vacant position and provided the Employee has the necessary qualifications, experience, skill, and ability, 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 Employees 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 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 Company 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 Company determines that there is no qualified or successful applicant within the Bargaining Unit, the Company may hire someone from outside the Bargaining Unit.
 - (g) Part-time Employees who are selected for a full-time position with the Company shall be credited up to fifty per cent (50%), to a maximum of one (1) year of their part-time seniority towards their full-time seniority.
- 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 posting shall indicate the job title and description of the job opening, rate of pay, the appropriate starting date and the qualifications required, including if there is a language requirement. 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 Company 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 Employees selected to fill a vacancy shall be appointed for an initial assessment period. The duration of the assessment period shall not exceed three (3) months, or four (4) months for supervisory positions. If during the assessment period, the Company determines that the Employee has not performed the duties and responsibilities to the satisfaction of the Company, or if during the first thirty (30) days of the assessment the Employee decides that they do not wish to remain in the position, the Employee will be removed from the job and will be reassigned to their former position or to a position equivalent to their former position without loss of seniority.
- 13.09 Employees who are successful in a competition for a supervisory position will not be permitted to apply for another position while they are in their assessment/probationary period.
- 13.10 Only an Employee who applied for a competition and was not selected may submit a grievance concerning any determination made by the Company regarding the competition. The grievance must be submitted within the five (5) working days following the day on which the candidates were advised of the name of the successful candidate.
- 13.11 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 each year on the 31st of January.
- 13.12 A Full-time Employee in the outlet shall have preference over a Part-time Employee in matters of lay-off, recall from lay-off and promotions provided the Full-time Employee has the qualifications, experience, skill, and ability to do the job to the satisfaction of the Company.
- 13.13 In this Article, the Company is to be the judge of qualifications, experience, skill, and ability, but agrees that such decisions will not be made in an

arbitrary or discriminatory manner.

ARTICLE 14 DESIGNATED HOLIDAYS

14.01 There shall be twelve (12) holidays with pay as follows:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) Canada Day
- (f) Civic Holiday
- (g) Labour Day
- (h) National Day for Truth and Reconciliation
- (i) Thanksgiving Day
- (j) Remembrance Day
- (k) Christmas Day
- (l) Boxing Day
- (m) One (1) additional day when proclaimed by an Act of Parliament as a national holiday.

14.02 Employees are entitled to designated holidays with pay listed in Article 14.01 when:

- (a) they work their scheduled day before and their scheduled day after the designated holiday unless the absence is due to personal injury or illness or other reasons satisfactory to the Company;
- (b) they are not on an authorized leave of absence without pay.

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

- (a) paid at the rate of one and one-half (1.5) times their regular rate for the

hours worked in addition to their regular wages for the day; or

- (b) paid at the rate of one and one-half (1.5) their regular rate for the hours worked and be given a holiday with pay at some other time convenient to the Employee and the Company, but in any event it shall be taken within ninety (90) days.

- 14.04 If an Employee is not entitled to a paid general holiday and the Employee is required to work on a holiday, they must be paid at one and one-half (1.5) times their regular rate.
- 14.05 When a designated holiday falls on a day that is a non-working day for an Employee, the Employee is entitled to and shall be granted a day off with pay at a time convenient to the Employee and the Company.
- 14.06 Part-time Employees shall be paid four point sixty five percent (4.65%) of their gross regular earnings as designated holiday pay every pay period.

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>
In the 1 st year	10 working days
In the 2 nd to 6 th year	15 working days
In the 7 th to 15 th year	20 working days
In the 16 th and 17 th year	23 workings days
In the 18 th to 26 th year	25 working days
In the 27 th year	27 working days
On completion of 30 year	30 working days

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

- 15.02 On termination of employment the Employee is entitled to any vacation pay

owed to them 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 their current wage.

- 15.03 Calculations for vacation entitlement shall be based on the anniversary date of employment of the Employee.
- 15.04 Subject to operational requirements the Company shall make every reasonable effort to schedule an Employee's vacation at a time acceptable to the Employee based on seniority.
- 15.05 All requests for leave must be submitted through Workforce. An Employee shall give the Company at least two (2) weeks advanced notice in Workforce regarding the actual dates on which the Employee desires to take a vacation of five (5) to ten (10) working days. Employees shall give a minimum of one (1) months notice (in Workforce) in cases of a vacation that will exceed ten (10) working days. The Company shall ensure the Employees have access to a computer and will provide support to Employees when required.
- 15.06 Vacation leave shall not be cumulative from year to year under normal circumstances. It is understood 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 Company. Applications for vacation carry-over shall be submitted in writing.
- 15.07 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 their vacation or take the equivalent days of vacation at a time mutually agreed upon.
- 15.08 The normal vacation period shall commence on 01 January and end on September 30. This in no way precludes Employees from taking their vacation outside the normal vacation period providing the Company determines that it would not interfere with the proper operation of the outlet and it does not conflict with other approved leave, the Company shall grant such request.
- 15.09 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. Employees must submit their request for vacation by 30 April at which time the Company will finalize, approve and post the vacation schedule. A senior Employee with greater length of service will not be able to request a vacation period already selected by an Employee whose vacation request was approved by the Company.

- 15.10 The vacation leave entitlement of an Employee who has completed five (5) years of continuous part-time service at CFSG-OG and whose status is changed from part-time to full-time will be based on the total completed years of employment as a Part-time and Full-time Employee. A Part-time Employee who has completed less than five (5) years of continuous part-time service at CFSG-OG will be credited with one-half (1/2) of their part-time service towards their full-time vacation entitlement.
- 15.11 Subject to operational requirements upon request the Company shall schedule the Saturday prior to the commencement of an Employee's vacation period as the Employee's Saturday off.
- 15.12 If a Full-time Employee becomes sick while on vacation leave and submits a doctor's certificate covering the period of sickness, the Employee 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 recredited to their vacation record.
- 15.13 Vacation is only earned while an Employee is drawing a wage except that authorized periods of leave without pay that do not exceed two (2) weeks may be counted as time worked for vacation credits.

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 2 nd year	4% of annual gross earnings
In the 2 nd to 6 th year	6% of annual gross earnings
In the 7 th and 15 th year	8% of annual gross earnings
In the 16 th and 17 th year	9.2% of annual gross earnings
In the 18 th to 26 th year	10% of annual gross earnings
In the 27 th year	10.8% of annual gross earnings
On completion of 30 years' continuous part-time employment	12% of annual gross earnings

- 15.15 Part time Employees shall be paid their vacation entitlement on a bi-weekly basis.
- 15.16 As of 1 December 2020, Full time Employees who are dependents of a CAF member and experience a break in service solely as a result of being posted

from one location to another, will have their previous service counted for the purpose of their vacation entitlement outlined in the Agreement.

As of 1 December 2020, any vacation entitlement credits will be applied to their future calculation of vacation entitlement outlined in the Agreement.

Retroactivity: only Employees currently on strength in the Bargaining Unit as of 18 October 2023 and who qualify will be credited vacation leave entitlements for the time that was not previously counted.

ARTICLE 16 LEAVE GENERAL

Sick Leave Plan

16.01

(a) All Full-time Employees who have completed their probation period and are medically unfit to work because of a non-occupational related illness or injury 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>
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Upon completion of probation	17 weeks at 100% of salary
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(c) The following conditions govern the entitlement to sick leave:

(1) The Employee must contact their 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 Company reserves the right to require a medical certificate for any period of illness provided that the Employee is advised in writing of the requirement beforehand. Prolonged illness or frequent illness may require additional certificates at the expense of the Company from a doctor selected by the Company. The Company agrees not to act in an arbitrary or discriminatory manner in the application of this Article.

(3) Pregnancy leave is excluded from the sick leave plan.

(d) If, prior to the expiration of their seventeen (17) weeks of sick leave,

the Employee is affected by the same illness during the first thirty (30) days following the Employee's return to work, it will be considered as a continuation of the original disability.

- (e) An Employee who has exhausted their seventeen (17) weeks of sick leave will have their full paid sick leave benefits reinstated for the same illness/injury after the Employee has returned from sick leave or Long Term Disability (LTD) to their regular full-time employment for seventeen (17) consecutive weeks for the same illness/injury. Prior to that, if the Employee remains medically unfit to work for the same illness the Employee may be eligible for LTD benefits provided that the Employee meets the eligibility criteria of the LTD Plan.
- (f) An Employee will have their full paid sick leave benefits reinstated for a different illness/injury after the Employee has returned from sick leave to their regular full-time employment for seven (7) consecutive calendar days.
- (g) Part-time employees may be granted up to a maximum of sixteen (16) hours of paid sick leave per fiscal year.

Sick leave may be taken in hourly increments.

16.02 Pregnancy Leave

The Employee will decide when their pregnancy leave is to commence and barring complications must return to work no later than seventeen (17) weeks after delivery. Verified medical complications may extend the leave up to an additional thirteen (13) weeks.

The Employee concerned shall request pregnancy leave in writing and shall provide the Company with a certificate of a duly qualified medical practitioner confirming the pregnancy and specifying the date upon which the delivery will occur in their opinion.

The Employee is required to give the Company at least four (4) weeks written notice of her desire to return to work. If the Employee fails to give said notice and fails to return to work on the expiry date of the pregnancy leave, they will be considered to have voluntarily terminated their employment.

Pregnancy Leave Top Up

An Employee leaving on pregnancy leave shall be granted two (2) week allowance equal to benefits the Employee would receive from Employment Insurance Canada and for the remaining fifteen (15) weeks of pregnancy 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 percent (93%) of their gross pay as averaged over the previous two (2) pay periods in which work was performed by the Employee that immediately precedes the week in which such leave commenced, in accordance with the following conditions:

- (a) After completion of six (6) months continuous employment, an Employee who provides the Company with proof that they have applied for and are eligible to receive Employment Insurance benefits, shall be paid an allowance in accordance with the supplementary unemployment benefit plan;
- (b) An Employee who receives the allowance shall return to work for a period equal to the period of time of pregnancy leave taken, unless the date is modified with the Company's consent or unless the Employee is then entitled to another leave provided for in this Agreement; and
- (c) Should the Employee fail to return to work as per the provisions of Article 16.02, the Employee recognizes that they are indebted to the Company for the full amount of the allowance.
- (d) Employees who receive the pregnancy leave allowance but are unable to return to work for the period of time outlined in Article 16.02 (b) due to circumstances that, in the opinion of the Company, are beyond the control of the Employee, will not be indebted to the Company for the amount of the pregnancy leave top-up allowance paid to them. The Company shall not act in an arbitrary or discriminatory manner in its assessment of the Employee's situation.
- (e) If the Employee believes that they may not be able to comply with the obligation to return to work they shall have the option of electing to defer their allowance entitlements (top-up) until such time as they return to work. Should the Employee return to work for the requisite period as stipulated above they will be given their pregnancy leave allowance in the form of a lump sum less statutory deductions upon recommencement of employment.

16.03 Parental Leave without pay

Where an Employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner or same sex partner), the Employee shall, upon request, be granted parental leave without pay for either:

- (a) a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option), OR

- (b) a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option,

beginning on the day on which the child is born or the day on which the child comes into the Employee's care.

Where an Employee commences leave proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the Employee shall be granted, upon request, parental leave without pay for either:

- (a) a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option), OR
- (b) a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),

beginning on the day on which the child comes into the Employee's care.

Notwithstanding (a) and (b) above, at the request of an Employee and at the discretion of the Company, the leave referred to in (a) and (b) above may be taken in two (2) periods.

Where the Employee's child is hospitalized within the period defined in the above paragraphs, and the Employee has not yet proceeded on parental leave without pay OR where the Employee has proceeded on parental leave without pay and then returns to work for all or part of the period while their child is hospitalized, the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the Employee was not on parental leave. However, the extension shall end no later than one hundred and four (104) weeks after the day on which the child comes into the Employee's care.

An Employee who intends to request parental leave without pay shall notify the Company at least four (4) weeks before the commencement date of such leave. The Company may:

- (a) defer the commencement of parental leave without pay at the request of the Employee;
- (b) grant the Employee parental leave without pay with less than four (4) weeks' notice;
- (c) require an Employee to submit a birth certificate or proof of adoption

of the child.

An Employee returning from parental leave without pay, 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 wage 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 they been working when the reorganization and/or renewal of the Collective Agreement took place. An Employee on leave will be notified in writing if such a change occurred.

Leave granted under this Article shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

The Employee shall along with the request for parental leave without pay, notify the Company in writing of the options concerning the pension and group insurance benefits. For those Employees taking leave under Articles 16.02 and 16.03 above, the Company shall continue its share of contributions for those Employees who wish to continue benefits and pension contributions. For those Employees taking leave under this Article, arrangements will be made for the Employee to make the necessary contributions.

16.04 Leave for Pregnant Employees

The Company shall grant pregnant employees up to a half (0.5) day of reasonable time off with pay for the purpose of attending routine medical appointments relating to the Employee's pregnancy. An Employee is expected to make reasonable efforts to schedule such appointments in such a way as to minimize their absence from work. An Employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible.

16.05 Personal Leave

Subject to operational requirements as determined by the Company and with an advanced notice of at least five (5) working days, an Employee shall be granted, in each fiscal year, one (1) day of leave with pay for reasons of a personal nature.

The Company shall make every reasonable effort to grant the leave at such times as the Employee may request. Such leave will not be unreasonably

withheld.

Bereavement Leave

- 16.06 (a) An Employee will be given leave for five (5) days immediately following the death of a member of their immediate family and 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 of a member of their immediate family.
- (b) For the purpose of this Agreement, immediate family will comprise anyone of the following; brother or sister (sibling,) mother or father (parent,) (or alternatively, step-father, step-mother, or foster parents), father-in-law or mother-in-law (parent-in-law,) husband or wife, (including common-law spouse resident with the Employee) (spouse,) son or daughter (including son or daughter of common-law spouse) (child,) grandparents grandson or granddaughter; and distant relatives will be any of the following: brother-in-law or sister-in-law (sibling-in-law,) aunt, uncle, (parent's siblings) a spouses grandparents and any relative with whom the Employee permanently resides.
- (c) Should the periods mentioned above contain one (1) or more non-working days (for example, Sunday or day off), the Employee may claim leave only for the actual days of work they will have missed.
- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Company may after considering the particular circumstances involved grant leave with pay for a period greater than and/or in a manner different than that provided for in Article 16.10(a) above.
- (e) In the event of a delayed interment or ceremony for reason of religion or other protected grounds under the *Canadian Human Rights Act*, an Employee may save one (1) of the days identified above without loss of pay to attend the interment or ceremony.
- (f) The Company recognizes that families may take different forms due to a variety of factors such as cultural norms or personal circumstances. The Company appreciates that the relationships formed under such norms or circumstances are valuable and significant to the Employee. The Company agrees to seriously consider requests for bereavement leave where cultural traditions or other circumstances create important

family relationships not described above. Such requests shall not be unreasonably denied.

- (g) When the death of a family member, listed above, occurs while an Employee is on shift and the Employee is notified while at work, they shall be entitled to leave work with pay for the remainder of their shift without any such remainder of the shift being considered the first day of bereavement leave pay.

Jury Duty

16.07 In the event an Employee is summoned for jury duty, the Company agrees to make up the difference, if any, between the amount paid to them for jury services and the amount the Employee could have earned had they 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 Company that they have been summoned for jury duty.

Court Leave with Pay

16.08 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 their 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 witness before it; and
- (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 Company agrees to make up the difference, if any, between the amount paid to them for witness fees and the amount they would have earned had they worked on the day or days to a maximum of three (3) days the Employee was required to appear as a witness. The Employee must promptly notify the Company they have been summoned as a witness.

Leave of Absence without Pay

- 16.09 An Employee may be granted a leave of absence without pay provided they receive permission in advance from the Company in writing. Such leave of absence will not exceed twelve (12) months in duration and shall not be unreasonably withheld.

At the discretion of the authorized manager a leave of absence may be extended for up to a further six (6) months.

Once an Employee has taken the total leave of absence without pay provided for in this Article, they must return to work for twelve (12) consecutive months prior to being eligible to take another leave of absence without pay. Any accumulated vacation leave and/or compensatory time must be taken prior to granting leave without pay.

- 16.10 An Employee on leave of absence without pay exceeding two (2) weeks may continue group benefits and/or pension provided the employee pays both the Company's and their share of the premiums and contributions. An Employee's election to either continue or suspend group benefits and/or pension for the duration of the leave is irrevocable and binding. An elected option cannot be changed after the leave has commenced.

- 16.11 (a) An Employee is not entitled to leave with pay or designated holidays that occur during periods the Employee is on leave of absence without pay, under suspension or on layoff.

An Employee will not be entitled to receive pensionable service for any periods of leave of absence without pay for which they have not made pension contributions.

- (b) An Employee returning from leave without pay may be reinstated in the position occupied at the time the leave commenced, providing that the position is available. If unavailable, the Company may return the Employee into a comparable position for which they are qualified.

16.12 Military Leave

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

Length of service continues to accrue during absences on military leave.

An Employee may continue group benefits coverage provided the Employee pays their share of contributions; the Company shall continue to pay its share of contributions. The Employee shall be restored to their former position at the then prevailing rate of pay at the expiration of leave.

16.13 Leave for Family Related Responsibilities

The Company shall grant up to five (5) days family related leave with pay to Full time Employees and up to twenty-five (25) hours leave with pay for Part time Employees in a fiscal year to Employees to be used in any combination for the following reasons:

- (a) To take a dependent family related 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 family members to minimize their absence from work. An Employee requesting this leave provision must notify their supervisor of the appointment as far in advance as possible;
- (b) For the temporary care of a sick member of the Employee's immediate family;
- (c) For the needs directly related to the birth and/or adoption of an Employee's child. This leave may be divided into two (2) separate periods and granted on separate days;
- (d) To attend school functions if the supervisor was notified of the function as far in advance as possible;
- (e) To provide for the Employee's child in the case of an unforeseeable closure of the school or daycare facility;
- (f) To attend an appointment with a legal or paralegal representative or with a financial representative if the supervisor was notified of the appointment as far in advance as possible;
- (g) To attend to personal/family emergencies beyond the control of the Employee;
- (h) To attend house hunting related to relocation/posting/transfer to another geographical location;
- (i) The total leave with pay, which may be granted under Article 16.13 shall not exceed five (5) working days for Full-time Employees and twenty-five (25) hours for Part-time Employees in any fiscal year.

For the purpose of Article 16.13 family is defined as spouse (or

common-law spouse resident with the Employee), dependent children, grandchildren, parent, step-parent and any relative with whom the Employee permanently resides.

At the Employee's option leave for Family Related Responsibilities may be taken in hourly increments.

16.14 Relocation Leave — Leave without pay for relocation of spouse

- (a) An Employee who is a spouse of a person who is being relocated/posted/transferred to another geographical location for work reasons may be granted relocation leave without pay for a period of up to twelve (12) months for the purpose of assisting them with their transition to another position with the Company at their new location without a break in service, provided that the Employee meets the following eligibility requirements:
 - (i) the Employee must submit a written request for relocation leave to their manager at least four (4) weeks in advance;
 - (ii) the Employee must provide advance written confirmation that they are voluntarily giving up rights to their substantive position effective the first (1st) day of their relocation leave (thus allowing their former position to be immediately filled on a permanent basis);
 - (iii) the Employee must provide advance written confirmation that they will be deemed to have voluntarily resigned from their employment with the Company effective the last day of their relocation leave in the event that the Employee is not successful in obtaining another position with the Company at the new location during their leave;
 - (v) the Employee must ensure their previous location has their current contact information; and
 - (vi) the Employee must provide proof of the spouse's relocation/posting/transfer.
- (b) If the Employee receives an offer of employment at their new location and the Employee accept the same, their relocation leave will automatically end effective the day before the Employee starts working in the new position.
 - (i) An Employee may continue group benefits and pension coverage provided the Employee pays both the Company's and their share of contributions. The Employee shall along with the

request for relocation leave notify the Company in writing of the options concerning the pension and group benefits coverage.

- (ii) Length of service is retained but does not accrue during the leave period.

16.15 Domestic Violence Leave

The parties recognize that Employees may be subject to domestic violence in their personal lives and that this may affect their attendance at work.

Upon request to the local Human Resources manager, an Employee who is the victim of domestic violence, or who is the parent or guardian of a child who is the victim of domestic violence will be granted paid leave for victims of domestic violence so that the Employee can:

- (a) obtain care and support for themselves or their child following a physical or psychological injury, or
- (b) use an organization that assist victims of domestic violence, or
- (c) obtain counselling services, or
- (d) move temporarily or permanently, or
- (e) obtain legal or police assistance or
- (f) to prepare for legal proceedings (civil or criminal).

This leave will not exceed five (5) paid shifts in any fiscal year, at times convenient to the Employee.

The Company may, through its local Human Resources manager, in writing, and no later than fifteen (15) days after the Employee's return to work, request that the Employee provide documentation in support of the leave. The Employee must provide this documentation only if it is reasonably possible for them to obtain it and provide it.

The Company agrees that an Employee will not be subject to adverse action if their attendance or job performance is affected because they are experiencing domestic violence.

At the request of the Employee, the Company undertakes, in collaboration with the Employee, to develop a plan to ensure their safety in the workplace.

Any personal information related to a domestic violence case will be treated in a strictly confidential manner, in accordance with the relevant legislation, and shall not be disclosed to any other party without the Employee's express written agreement. No information on domestic violence will be kept in an Employee's personnel file without their express written agreement.

- 16.16 The Company agrees that the above does not limit or prevent Employees from taking unpaid leave beyond what is stipulated in this Article, if such further unpaid leave is provided under the *Canada Labour Code*. Such leave will not be unreasonably withheld and is subject to operational requirements.
- 16.17 Seniority shall continue to accumulate during any period of absence identified in Article 16.

ARTICLE 17 GRIEVANCE PROCEDURES

- 17.01 The purpose of any grievance procedure is to maintain good relations between Employees, Bargaining Agent and the Company at all levels. The grievance procedure helps to do this by providing a method of resolving complaints quickly and fairly.
- 17.02 The grievance procedure includes an informal or oral complaint stage for Employees. Managers are available for private consultations with an Employee who wishes to discuss a complaint or grievance. Before a formal grievance is presented, the Employee is encouraged to discuss it as an oral complaint with the manager concerned, either privately or, in the presence of their full-time Union Representative or Steward. If the Employee is not satisfied with the result of such discussions, a formal grievance may then be presented.
- 17.03 The grievance procedure consists of three (3) levels. The Company will post on the bulletin boards, the positions of the officials designated by the Company to handle each of the three (3) levels of the grievance procedure. The Bargaining Agent will be supplied with copies of said postings.
- 17.04 Subject to and as provided in Part II of the *Federal Public Sector Labour Relations Act*, as may be amended from time to time, an Employee who feels that they have been treated unjustly or considers themselves aggrieved by the interpretation or application of the Collective Agreement or arbitral award, or by any matter affecting the terms and conditions of their employment other than a matter arising from the classification process, is entitled to present a grievance in the manner prescribed in Article 17.10 except that,
- (a) where there is another administrative procedure provided by or under

any Act of Parliament other than the *Canadian Human Rights Act* to deal with their specific complaint, such procedure must be followed; and

- (b) where the grievance relates to the interpretation or application of this Collective Agreement or arbitral award, the Employee is not entitled to present the grievance unless they have the approval of and is represented by the Bargaining Agent.

17.05 Subject to and as provided in Part II of the *Federal Public Sector Labour Relations Act* as may be amended from time to time, the Bargaining Agent may present a group grievance on behalf of a group of Employees who feel aggrieved by the interpretation or application, common in respect of those Employees, of this Collective Agreement or arbitral award other than a matter arising from the classification process, in the matter prescribed in this Article except that, where there is another administrative procedure provided by or under any Act of Parliament, other than the *Canadian Human Rights Act*, to deal with the specific complaint, such procedure must be followed.

17.06 An Employee or the Bargaining Agent on behalf of a group of Employees is not entitled to present a grievance relating to any action taken, direction or regulation given or made on behalf of the Government of Canada, respecting matters involving the safety or security of Canada.

17.07 An Employee, or the Bargaining Agent on behalf of a group of Employees, when submitting a grievance at any level, shall use the NPF Grievance Presentation Form. However, a grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the NPF form or by reason of any technical irregularity. The form is obtainable from the Non Public Funds Human Resources Office.

17.08 An Employee has the right to be represented by their full-time Union Representative or Steward in the grievance procedure at any level and at either, or both, the informal discussion (oral complaint) stage, or when the formal written grievance is being considered.

17.09 The Union Representative, at the request of an Employee/group of Employees who has presented a grievance, their full-time Union Representative or Steward shall have the right to consult with the person designated to reply on the Company's behalf at any level in the grievance procedure. At levels other than the final level, the request for consultation may be made orally.

17.10 An Employee or the Bargaining Agent on behalf of a group of Employees wishing to present a grievance shall do so:

- (a) at the first level of the grievance procedure where the grievance does

not relate to disciplinary action resulting in the discharge of the Employee; and

- (b) at the final level of the grievance procedure where the grievance relates to disciplinary action resulting in the discharge of the Employee.

Any levels in the grievance procedure, except the final level, may be bypassed by the mutual consent of the Company, the Employee/group of Employees and the full-time Union Representative or Steward.

17.11 An individual grievance, or a group grievance shall be presented by an Employee:

- (a) within twenty (20) days, (if it does not relate to disciplinary action resulting in discharge);
- (b) within twenty-five (25) days, (if it relates to disciplinary action resulting in discharge):

of the Employee or group of Employees having been notified orally or in writing of the action or circumstances giving rise to the grievance, or becoming aware of the action or circumstances giving rise to the grievance if not so notified.

17.12 The Company shall normally reply to an Employee's/group of Employees' grievance at the first or second level of the grievance process within fifteen (15) days after the grievance is presented, and within twenty-five (25) days where the grievance is presented at the final level.

17.13 If an Employee, or the Bargaining Agent on behalf of the Employees is unsatisfied with the response at the first or second level, they can submit the grievance to the second or final level. The grievance must be submitted to the second or final level within ten (10) days of the Employee or the Bargaining Agent on behalf of a group of Employees, receives the response in writing from the Company at the first or second level of the grievance process.

17.14 When an Employee or the Bargaining Agent on behalf of a group of Employees does not receive a response to the grievance within fifteen (15) days, the Employee or the Bargaining Agent on behalf of a group of Employees is entitled to submit the grievance to the next higher level.

17.15 The time limits stipulated in the grievance procedure may be extended by mutual agreement between the Company, the grievor and the full-time Union Representative or Steward.

17.16 In determining the time within which any action is to be taken in the grievance

procedure, Saturdays, Sundays and designated holidays shall be excluded.

- 17.17 An Employee or the Bargaining Agent on behalf of a group of Employees may abandon a grievance at any stage in the process by written notice to the officer who is designated to receive and to reply on behalf of the Company at Level One (1) of the grievance process.
- 17.18 An Employee or the Bargaining Agent on behalf of a group of Employees who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless in the opinion of the Company, it was not possible for the Employee/Bargaining Agent to comply with the prescribed time limits.
- 17.19 Where an Employee or the Bargaining Agent on behalf of a group of Employees has presented a grievance up to and including the final level with respect to disciplinary action resulting in discharge, suspension or a financial penalty, and the grievance has not been dealt with to the Employee's/group of Employees' satisfaction, they may refer to the grievance to adjudication in accordance with the provisions of the *Federal Public Sector Labour Relations Act* and Regulations as may be amended from time to time.
- 17.20 When a grievance that may be presented by an Employee to adjudication is a grievance relating to the interpretation or application in respect of the Employee 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 applied, signifies in a prescribed manner:
- (a) its approval of the reference of the grievance to adjudication; and
 - (b) willingness to represent the Employee in the adjudication proceedings.
- 17.21 The Bargaining Agent may refer to adjudication any group grievance that has been presented up to and including the final level of the grievance process and that has not been dealt with to its satisfaction.

ARTICLE 18 PAY

- 18.01 An Employee shall be paid for services rendered at a rate of pay specified in Appendix A and Appendix B as applicable for their job to be in accordance with the time limits outlined in the rate of pay scale. On promotion an Employee shall go to the twelve (12) month rate on the grid. No Employee shall be paid a rate below the current Federal or Provincial minimum wages.
- 18.02 Except for circumstances beyond the control of the Company, Employees shall be paid bi-weekly by direct deposit.

- 18.03 (a) When an Employee is appointed, in writing, by the Company 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 they had been appointed to that higher classification level for that period from the first (1st) day.
- (b) Where an Employee is appointed, in writing, by the Company to temporarily perform the duties of a non-Bargaining Unit (Category II) position for one (1) or more consecutive days, the Employee shall be paid, in addition to their normal rate of pay, a twenty (20) percent increment based upon their normal wages for the period from the first (1st) day.

ARTICLE 19 CONSULTATION

- 19.01 The Company 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 Company-Bargaining Agent relations.
- 19.02 It is agreed that the following matters will be the subject of consultation at the national level:
- (a) Group Life Insurance
 - (b) Optional Life Insurance
 - (c) Group Health Insurance
 - (d) Long Term Disability Insurance
 - (e) Group Pension
 - (f) Dental Insurance
- 19.03 The 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 full-time Union Representative and/or Steward will be present when disciplinary measures are issued, except for verbal warnings, which are not considered as formal discipline, unless the Employee advises that full-time Union Representative and Steward to not attend, in such cases this will be

documented by the Company and the Employee.

- 20.02 The Company agrees that any written disciplinary notices shall be removed from the Employee's personnel file after eighteen (18) months have elapsed since the discipline action was taken provided that no further discipline action has been recorded during this period.

Any written disciplinary notice involving harassment and/or violence shall remain on the Employee's file indefinitely. However, progressive discipline is not applicable for notices older than twenty-four (24) months and those notices shall only be used to demonstrate a pattern of behavior.

- 20.03 A detailed job description shall be supplied to all Employees at the time of hire.
- 20.04 Upon written request submitted twenty-four (24) hours in advance to the NPF Human Resource Office an Employee will have visual access to their own personnel file not more than two (2) times a year. Time spent reviewing the Employee's file shall not be done while the Employee is working and shall be done during regular working hours of the NPF Human Resource Office.
- 20.05 Upon request of an Employee, the Company and the Bargaining Agent shall review any position in the Bargaining Unit where a significant change in duties has taken place. Where a position is to be re-evaluated, the incumbent in that position shall be given an opportunity to provide input as to their current job duties.

ARTICLE 21 CREATION OF A NEW JOB

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

The job will be evaluated in accordance with the NPF Job Evaluation Plan by the Job Evaluation Committee. The rate of pay for the job will be as per the applicable pay level in Appendix A.

ARTICLE 22 BULLETIN BOARDS

- 22.01 The Company 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 notices regarding Bargaining Agent meetings, names of Stewards, social and recreational events will not require the approval of the

Company.

ARTICLE 23 REST ROOMS

23.01 The Company agrees to provide, where practicable, adequate rest rooms to Employees. Employees shall cooperate with the Company in keeping the rest rooms in a clean and sanitary condition.

ARTICLE 24 UNIFORMS

24.01 Employees at Hylands who work outdoors in the winter season (ie. between 01 December and 31 March of any given year) shall be given a winter jacket once every two (2) years.

Should an Employee's winter jacket become damaged or worn out in the normal course of their duties the Company agrees to consider waiving the two (2) year provision.

ARTICLE 25 MEETINGS

25.01 Employees who are required by the Company to attend meetings shall be paid for all such time at their regular rate of pay. The provisions of Article 27 do not apply to this Article.

ARTICLE 26 SHORTAGES POLICY

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 Company for any shortages that occurred during the period that the Employee had such responsibility, control and access.
- (b) The Company 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 Company's interests and assets. Any disciplinary action will be subject to the normal grievance and adjudication procedures.

ARTICLE 27 CALL-IN

27.01 An Employee called into work and actually reports to the worksite shall receive a minimum of three (3) hours at the applicable rate of pay for those hours.

ARTICLE 28 GENERAL

28.01 Both the English and French texts of this Agreement shall be official. Where there is discrepancy between the versions, the English version shall prevail.

28.02 The Bargaining Agent and the Company shall equally divide the cost of printing the Collective Agreement and the cost of the meeting rooms for negotiations. The Company will provide Meeting Rooms on the Company's premises, if available, at no cost for all Negotiations including conciliation and mediation. Should the parties meet off the Company's premise the cost of the Meeting Rooms shall be shared equally between the Company and the Bargaining Agent. Employees may have the option of also accessing an electronic version of their Collective Agreement in either official language

ARTICLE 29 SEVERANCE PAY

29.01 Employees who are released by the Company for administrative reasons beyond the control of the Employee are entitled to severance pay and notice or salary in lieu of notice. Term Employees are not entitled to receive notice or severance pay when their employment ends due to the expiry of their fixed term(s) of employment or when it otherwise ends in accordance with their letter(s) of offer. 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.

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

29.03 Notice or salary entitlement in lieu of notice;

Part-time Employees
Full-time Employees

2 weeks; and
1 month.

ARTICLE 30 NO DISCRIMINATION AND NO HARASSMENT

- 30.01 (a) The parties recognize that the Company has a policy and guidelines regarding the prevention of harassment and violence. The Employees have the substantive right to grieve or file a harassment and/or violence complaint for issues involving harassment, including sexual harassment, violence and abuse of authority (such as retribution for reporting abuses of office or "whistle-blowing"), as defined in the policy. This policy protects the rights of Employees to work in an environment free from such harassment and violence as defined under the *Canada Labour Code*, Part II and confirms that harassment and violence will not be tolerated in the workplace.
- (b) The Company and the Bargaining Agent agree that this Article does not create any substantive rights outside of those created in the Company's policy and that the terms of the Company's harassment and violence prevention policy and guidelines, do not form part of this Agreement. The Company confirms its intention to maintain a harassment and violence prevention policy and consult with the Bargaining Agent regarding any amendments to the policy. A copy of the revised policy will be provided to the Bargaining Agent.

ARTICLE 31 DURATION OF AGREEMENT

- 31.01 This Agreement shall be in force and effect from the date **1 April 2023 to 31 March 2026**, and until all provisions of the *Federal Public Sector Labour Relations Act* have been expended.

Either party may give the other party notice of renewal and/or amendment of this Collective Agreement at any time within ninety (90) days prior to the expiry of this Collective Agreement. The parties shall meet as soon as practicably possible after the notice has been received. The parties agree to sign the Collective Agreement within thirty (30) days of ratification by the Bargaining Agent.

Signed this in Ottawa this 9th day of February, 2024.

FOR THE BARGAINING AGENT

FOR THE COMPANY

<hr/> <p>Joey DeLorenzo Negotiation Committee Member</p>	<hr/> <p>Ian Poulter Chief Executive Officer Staff of the Non Public Funds, Canadian Forces</p>
<hr/> <p>Ron Hyslop Negotiation Committee Member</p>	<hr/> <p>Andrea Kelly Senior Labour Relations Officer/Chief Negotiator</p>
<hr/> <p>Nazem Saleh Negotiation Committee Member</p>	
<hr/> <p>Kim Hunter Union Negotiator</p>	<hr/>

APPENDIX A

PAY SCALE - OPERATIONAL EMPLOYEES

1-Apr-23	START	6 MOS	12 MOS	24 MOS	36 MOS	48 MOS
1	\$17.15	\$17.41	\$17.66	\$18.01	\$18.44	\$18.69
2	\$17.32	\$17.58	\$17.84	\$18.19	\$18.62	\$18.88
3	\$17.49	\$17.76	\$18.02	\$18.37	\$18.81	\$19.07
4	\$18.00	\$18.27	\$18.54	\$18.90	\$19.35	\$20.54
5	\$18.50	\$18.78	\$19.06	\$19.43	\$19.89	\$23.45
6	\$19.75	\$22.71	\$23.34	\$23.99	\$25.12	\$29.66
7	\$24.87	\$25.84	\$26.37	\$26.93	\$27.97	\$32.86

1-Apr-24	START	6 MOS	12 MOS	24 MOS	36 MOS	48 MOS
1	\$17.49	\$17.75	\$18.02	\$18.37	\$18.80	\$19.07
2	\$17.67	\$17.93	\$18.20	\$18.55	\$18.99	\$19.26
3	\$17.84	\$18.11	\$18.38	\$18.74	\$19.18	\$19.45
4	\$18.36	\$18.64	\$18.91	\$19.28	\$19.74	\$20.96
5	\$18.87	\$19.15	\$19.44	\$19.81	\$20.29	\$23.92
6	\$20.15	\$23.16	\$23.81	\$24.47	\$25.62	\$30.25
7	\$25.37	\$26.36	\$26.90	\$27.47	\$28.53	\$33.51

1-Apr-25	START	6 MOS	12 MOS	24 MOS	36 MOS	48 MOS
1	\$17.84	\$18.11	\$18.38	\$18.73	\$19.18	\$19.45
2	\$18.02	\$18.29	\$18.56	\$18.92	\$19.37	\$19.64
3	\$18.20	\$18.47	\$18.75	\$19.11	\$19.57	\$19.84
4	\$18.73	\$19.01	\$19.29	\$19.66	\$20.13	\$21.37
5	\$19.25	\$19.54	\$19.82	\$20.21	\$20.69	\$24.40
6	\$20.55	\$23.63	\$24.29	\$24.96	\$26.13	\$30.85
7	\$25.88	\$26.89	\$27.43	\$28.02	\$29.10	\$34.18

APPENDIX B

PAY NOTES

- A. Effective April 1, 2023, the appropriate pay grid outlined in Appendix A will be put into effect. Employees actively on strength as of the date of ratification of this Agreement will be placed on the new pay grid based upon their length of service within their pay band (i.e. employees at the 12 month rate will be placed at the 12 month rate) and their anniversary date for future incremental increases will remain the same as it was prior to the implementation of this grid. All employees in the Bargaining Unit actively on strength as of the date of ratification of this Agreement shall receive full retroactive pay to April 1, 2023 for all hours worked and/or paid.
- B. Effective 1 April 2024 and subject to ratification, the above pay grid shall be put into effect.
- C. Effective 1 April 2025 and subject to ratification, the above pay grid will be put into effect.
- D. Any Employee whose rate of pay is above the top step increment of the pay level for their job will not have their pay reduced but will retain their current rate of pay until the top step increment of the pay level for their job exceeds their rate of pay; at this point, the rate of pay for those Employees will increase to the rate of pay in the pay level for their job that is closest to but not less than their current rate of pay.
- E. New employees will normally be hired at the start rate of their pay band. However, in exceptional circumstances (e.g. difficulty hiring, hiring someone with previous comparable service, etc.), the Employer can hire new employees at a rate of pay that is above the start rate. In such cases, the Employer will inform the Bargaining Agent of the exceptional circumstance in writing. When an employee is hired above the start rate, their anniversary date for future incremental increases will be based upon their placement at the time of hire (i.e. an employee hired at the 12 month rate will be placed at the 24 month rate a year from their date of hire).

Minimum Wage Adjustment

In the event that the Provincial and/or Federal minimum wage increases during the life of the Agreement the following shall apply:

- (a) If the minimum wage increases on the same date a negotiated grid comes into effect, that grid will remain the grid in effect on that date, however rates of pay will be set at the higher rate between the negotiated rate and the rate determined by the minimum wage adjustment grid formula below.

- (b) If the minimum wage increases on a date that is not aligned to the implementation of a negotiated grid, the next negotiated grid will be put into effect on the day that the minimum wage increases. However, the rates of pay will be set at the higher rate between the negotiated rate and the rate determined by the minimum wage adjustment grid formula below.
- (c) If the minimum wage increases after the last grid of the Agreement has been implemented, the rates of pay will be initially set at the higher between the current rates of pay and the rates determined by the minimum wage adjustment grid below. In that event, the next negotiated grid, once ratified, will be put into effect on the day that the minimum wage increased. However, only employees actively on strength on the day the new agreement is ratified will be entitled to the retroactive wage adjustment.

Effective date of minimum wage increase	START	6 MOS	12 MOS	24 MOS	36 MOS	48 MOS
Pay Band 1	Minimum Wage	PB1 start + 1.5%	PB1 start + 3%	PB1 start + 6%	PB1 start + 9%	PB1 start + 12%
Pay Band 2	PB1 start +1%	PB2 start + 1.5%	PB2 start + 3%	PB2 start + 6%	PB2 start + 9%	PB2 start + 12%
Pay Band 3	PB2 start +1%	PB3 start + 1.5%	PB3 start + 3%	PB3 start + 6%	PB3 start + 9%	PB3 start + 12%
Pay Band 4	PB3 start +1%	PB3 6M + 1%	PB3 12M + 1%	PB3 24M + 1%	PB3 36M + 1%	PB3 48M + 1%
Pay Band 5	PB4 start +1%	PB4 6M + 1%	PB4 12M + 1%	PB4 24M + 1%	PB4 36M + 1%	PB4 48M + 1%
Pay Band 6	PB5 start +1%	PB5 6M + 1%	PB5 12M + 1%	PB5 24M + 1%	PB5 36M + 1%	PB5 48M + 1%
Pay Band 7	PB6 start +1%	PB6 6M + 1%	PB6 12M + 1%	PB6 24M + 1%	PB6 36M + 1%	PB6 48M + 1%

APPENDIX C

PSP MILITARY HOUSING

1 APPLICATION

- 1.01 In addition to the provisions of the main Agreement and Appendices A and B the provisions of Appendix C applies to and only to the Employees of PSP Military Housing (formerly known as "Self Help Housing").

2 EQUIPMENT

- 2.01 The Employee will provide their personal tools in the performance of their duties. An Employee required to use their personal tools, will be reimbursed by the Company the following for all personal tool expenses.

\$175 effective March 1st 2023

\$195 effective March 1st 2024

\$215 effective March 1st 2025

On an as required basis, the Company will supply rain gear, and protective clothing.

The Tool Allowance reimbursed shall occur as receipt are submitted up to the maximum allowable for the particular fiscal year.

3. PRIVATE AUTOMOBILE

- 3.01 An Employee required by the Company to use their privately owned vehicle in the performance of their duty, will be reimbursed by the Company two hundred (\$200) dollars per month for all vehicle expenses. When the vehicle is not required on a daily basis the Company will pay the portion of the monthly allowance for the days the vehicle is actually used. This allowance will not be payable for periods of vacation, or periods of sick leave.

The parties acknowledge that this allowance is taxable in accordance with Revenue Canada regulations, and that the Company will issue a T4A at the end of the taxation year to the Employee.

4. OVERTIME

- 4.01 Where an 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 two (2) times **their** regular rate of pay.

- 4.02 All overtime shall be performed by the Employees of the Bargaining Unit.

5. CALL-IN

5.01 The provisions of Article 27.01, Call-In, do not apply to employees of PSP Military Housing who are assigned the responsibility of carrying the duty phone.

6. BARGAINING UNIT WORK

6.01 Under normal circumstances the Company shall not perform work that is normally done by Bargaining Unit Employees of PSP Military Housing.

7. DUTY PHONE

7.01 Employees assigned the responsibility of carrying the duty phone after regular working hours and on the weekend shall either be granted six (6) hours of time off in lieu (TOIL) with pay or paid the equivalent six (6) hours at the Employee's regular hourly rate on the employee's next bi-weekly pay. Double time would not apply in the case of six (6) hours of equivalent pay. If an Employee carrying the duty phone is required to attend a call on site the Employee will be only paid at two (2) times the Employee's regular hourly rate of pay, should the Overtime provision at Article 4.01 apply for a minimum of two (2) hours of work.

7.02 For clarity purposes, Employees assigned to carry the duty phone are designated as the first line of response and will be expected to return calls, address emergency concerns where possible, contact immediate supervisor and contractors as required. Any and all time spent on the phone in dealing with any of the above issues/concerns is compensated in accordance with Article 7.01 above.

8. UNIFORMS

8.01 6 pair of **pants or shorts combination, chosen by the Employee**
2 sweatshirts or hoodies, per employee, per year

LETTER OF AGREEMENT # 1

BETWEEN

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

AND

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

Re: Concessioning

This letter confirms the understanding reached during negotiations between the Company, CFSG-OG, and the United Food and Commercial Workers Union Local 175 and 633 with, respect to concessioning:

The Company, CFSG-OG, 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 Company agrees to meet with the Bargaining Agent 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 shall in no way supersede the provisions of Article 5.

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

LETTER OF AGREEMENT # 2

BETWEEN

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

AND

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

Re: Available Hours of Work

This letter will confirm the understanding reached during negotiations between the Company, CFSG-OG, and the United Food and Commercial Workers Union, Local 175 with respect to Available Hours of Work.

The understanding is:

Employees in the Bargaining Unit who request additional hours shall be offered any available additional hours within their job titles, in their outlet based on their seniority, provided that they have the experience, ability, skill and fitness to do the job required, and provided the additional hours do not result in overtime and do not conflict with existing schedules and the existing hours do not result in the change of status of an Employee.

The underlying purpose of this is to eliminate the employment of Casual Employees and to regulate the assignment of the hours so displaced to Bargaining Unit Employees. An additional purpose is to regulate the assignment of hours due to planned absences of Employees (i.e. vacation, leave without pay, pregnancy leave, sickness, injury and long-term disability).

The term "available additional hours" means hours currently scheduled to be worked on a regular and recurring basis by Casual Employees, or hours which become available due to scheduled absences of Bargaining Unit Employees.

In order to implement this, the Company will post a notice for a period of five (5) working days once every four (4) months, advising all Bargaining Unit Employees of the following:

- (a) the daily blocks of hours currently worked by Casual Employees which will become available to Bargaining Unit Employees;
- (b) that the hours may be claimed, in order of seniority, with Full-time

Employees taking precedence over Part-time Employees;

- (c) that the hours claimed must be in the same outlet in which the Employee currently works and of the same job title;
- (d) that the hours claimed to not result in overtime;
- (e) that the additional hours do not result in a change in status from part-time to full-time;
- (f) that a Full-time Employee complies with Article 11.06 should a split shift result from claiming the additional hours; and
- (g) that any other provision of the Collective Agreement be complied with.

Employees will also be informed that they must indicate, in writing, that they wish to be offered available additional hours due to scheduled absences of Employees. The conditions for offering the hours will be in accordance with subparagraphs b, c, d, e, f and g above.

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

LETTER OF AGREEMENT # 3

BETWEEN

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

AND

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

Re: Pay Stubs

The Company currently provides access for its Employees to a computer terminal and printer to be used for e-mail and pay stubs access.

The Company agrees to maintain Employee access to such terminal and printer for the duration of this Agreement due to expire on 31 March 2026.

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

Re: Employees Returning From Pregnancy Leave

The language of Article 16.02(b) currently requires an Employee who has received pregnancy leave top-up to return to work for a minimum period of twelve (12) weeks so as not to be indebted to the Company for the amount of pregnancy leave top-up paid out. Notwithstanding this Article the Company acknowledges that in certain exceptional circumstances an Employee may not be able to return to the workplace for the period of time specified.

In such circumstances the Company shall give consideration to waiving this requirement. In the application of any such decision the Company will not act in an arbitrary or discriminatory manner.

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

Re: Education and Training Trust Fund Contributions

The Company agrees to contribute to the United Food and Commercial Workers Local 175 Education and Training Fund six hundred dollars (\$600.00) on or prior to April 1st, 2023, and on April 1st, 2024, and on April 1st, 2025.

LETTER OF AGREEMENT #6

BETWEEN

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

AND

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

Re: Multiple Employment

The parties agree to the following:

- (1) With the approval of the managers of the applicable outlets and subject to the conditions of the letter of understanding, interested and qualified Employees within the Bargaining Unit can engage in multiple employment by working additional hours in a Casual Position different from their substantive position.
- (2) The parties agree that the purpose of this agreement is to allow Employees the ability to work additional hours for the Company without affecting their status, benefits or entitlements. The following are the terms and conditions relating to multiple employment:
 - (a) The Employee's status shall remain that of the Employee's substantive position (primary position) and the hours worked in the second position will not be included in the determination of the Employee's status.
 - (b) The Employee will have no seniority in the second position nor will the time worked in the second position be used to calculate the Employee's seniority within the Bargaining Unit or the applicable outlet(s).
 - (c) There must not be a conflict between the work schedules of the Employee's substantive position and the Employee's second position.
 - (d) While working in the substantive position, the Employee shall be paid the rate of pay relating to their substantive position. While working in the second position, the Employee shall be paid the rate of pay associated with the second position.

- (e) The compensation received while working in the second position will not be subject to union dues. The hours and compensation from the second position will also be excluded from the calculation of the Employee's pensionable earnings or pensionable service, the determination of the Employee's insured benefits (i.e. Group Life Insurance or Long-Term Disability coverage), and the determination of the Employee's other benefits or entitlements (including but not limited to designated holiday pay, calculation of paid leave or the accrual of vacation pay). Further, the hours worked in the second position will not be considered overtime hours of work/normal hours of work and in the determination of the Employee's entitlement to overtime pay.
- (f) The Employee is not entitled to take paid leave from the second position.
- (g) The Employee may not receive two types of pay for the same hours of work (i.e. the Employee cannot receive paid time off from their substantive position for hours worked in the Employee's second position). Further, the Employee may not perform work in the second position while on sick leave (whether paid or unpaid) from the substantive position.
- (h) In the event the Employee is subject to any disciplinary action while in either position, subject to the provisions of the Collective Agreement, such measures will apply to both the Employee's substantive position and the second position and will be taken into consideration when determining any future disciplinary action relating to either the Employee's substantive position or the second position. Further, in the event that the Employee is discharged from employment whether or not the reasons for discharge were attributable to any fault of the Employee, such discharge will apply to both the Employee's substantive position and second position. However, issues related to job performance (such as competency) in the second position shall in no way impact the Employee's status or record in their substantive employment. Being that disciplinary action relating to the Employee's second position will form part of the Employee's record relating to their substantive job, any such discipline is subject to the grievance and adjudication process, as set out in the *Federal Public Sector Labour Relations Act*.

LETTER OF AGREEMENT #7

BETWEEN

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

AND

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

Re: Pay Equity

The Company confirms its intention to engage the Bargaining Agent in developing pay equity plan(s) in accordance with the federal *Pay Equity Act* and relevant regulation upon such regulations coming into force.

LETTER OF AGREEMENT #8

BETWEEN

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

AND

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

Re: Fitness and Sports Instructor

When an FSI is required to work outside of their regularly scheduled shifts, they will be compensated at a rate of pay equal to one and one half (1.5) times their rate of regular pay.

Notwithstanding this letter of understanding, the Company reserves the right to schedule shifts in accordance with operational demands inline with the provisions of the Collective Agreement to be remunerated at the applicable rate of pay.

FSIs are permitted to engage in Personal Training during work hours on those days that their workload and schedule permits.

This letter of understanding shall not form part of the Collective Agreement which expires on 31 March 2023. This letter shall expire on 31 March 2021 and shall, upon expiry, be renewable for subsequent periods of one (1) year, should both parties consent to such renewal.

However, it is understood that this letter of understanding shall auto-renew unless otherwise indicated by either party.

LETTER OF AGREEMENT #9

BETWEEN

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

AND

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

Re: Signing of Letters of Agreement

The parties agree by signing this Letter of Agreement that they are signing and agreeing to all the Letter of Agreements being part of the Collective Agreement between HIS MAJESTY IN RIGHT OF CANADA AS REPRESENTED BY THE STAFF OF THE NON-PUBLIC FUNDS, CANADIAN FORCE and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 175, on behalf of the Canadian Forces Support Group-Ottawa Gatineau (CFSG-OG), Operational Category employees

Signed this in Ottawa this 9th day of February, 2024.

FOR THE UNION

FOR THE COMPANY

<hr/> <p>Joey DeLorenzo Negotiation Committee Member</p>	<hr/> <p>Jennifer Scott Human Resources Manager</p>
<hr/> <p>Ron Hyslop Negotiation Committee Member</p>	<hr/> <p>Luc Girard Senior Manager, PSP</p>
<hr/> <p>Nazem Saleh Negotiation Committee Member</p>	<hr/> <p>Matt Clitheroe General Manager , Golf & Operations</p>
<hr/> <p>Kim Hunter Union Negotiator</p>	<hr/> <p>Andrea Kelly Senior Labour Relations Officer/Chief Negotiator</p>