COLLECTIVE AGREEMENT

- BETWEEN -

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

- AND -

UNITED FOOD AND COMMERCIAL WORKERS CANADA UNION, LOCAL NO. 401

GROUP: OPERATIONAL CATEGORY (ALL EMPLOYEES)

CANADIAN FORCES BASE AT EDMONTON

Renewal: June 30th, ***2023***

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Article 1 – Purpose of Agreement

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

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

Article 2 – Recognition

2.01 The Employer recognizes the United Food and Commercial Workers Canada Union, Local No. 401, certified by the Public Service Staff Relations Board on September 26th, 1985, as exclusive Bargaining Agent for all employees of the Employer in the Operational Category employed at the Canadian Forces Base at Edmonton in Alberta save and except Managers/Category II employees.

Article 3 – Interpretation and Definitions

3.01 For the purpose of this Agreement:

(a) "Full-time employee" means an employee who has completed ***their*** probationary period and is normally employed for thirty-two (32) 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 thirty-two (32) hours per

week and more than thirteen and one third (13 1/3) hours per week.

(c) "Probationary employee" means a new employee who is carrying out the tasks of a full-time or part-time employee but has not been granted full-time or part-time status. The probationary period shall normally not exceed:

(1)	Supervisory employees	Four (4) months
(2)	Full-time non-supervisory employees	Three (3) months
(3)	Part-time non-supervisory employees	Three (3) months

(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:

(i) Replacement of permanent employees who are on leave with or without pay, or;

(ii) Short term assignments, or;

(iii) Non-recurring work.

Term employees shall not be hired to reduce the hours available to part-time employees. The end date of the term employee hired for the purpose of (i) above may be extended by mutual agreement between the Employer and the Union.

3.02 The terms of this Agreement shall apply to and only to full-time and part-time employees except where otherwise specifically stated.

3.03 Part-time employees shall not 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 thirteen (13) weeks relates to the number of hours in the normal work week. If an employee's service is for less than thirteen (13) weeks, the average weekly hours will be calculated on the period of service.

Article 4 – State Security

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

Article 5 – Managerial Rights

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

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

(b) To direct the working forces including the right to decide on the number of employees, to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline employees including suspension and discharge for just cause;

And it is expressly understood that all such rights and responsibilities not specifically covered or modified by this Agreement shall remain the exclusive rights and responsibilities of

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

5.02 New NPF employees may be released during their probationary period for cause. The employee shall have access to the 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 there upon seek to negotiate substitute provisions which conform to the applicable law.

Article 7 – Check-Off

7.01 Subject to the provisions of this article, the Employer will, as a condition of employment, deduct an amount equal to the bi-weekly membership dues established by the Union from the pay of all full-time and part-time employees in the bargaining unit.

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

7.02 For the purpose of applying Article 7.01, deductions from pay for each employee in respect of each bi-weekly period will start with the first full bi-weekly payroll period of employment to the extent that earnings are available.

7.03 The Employer agrees to remit dues ***electronically*** together with a list of employees from whom deductions have been made to the Union at its mailing address by the fifteenth (15th) day following

the end of two (2) consecutive payroll periods, except for mail strikes or other circumstances beyond the Employer's control. The employee list will contain the employee's full name, employee number, job title, date of hire, and employment status.

7.04 The total Union dues deducted will appear on the T-4 forms.

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

7.06 The Employer shall provide the Union monthly with an up to date seniority list of all full-time and all part-time employees in the bargaining unit (which includes new hires and terminations). These seniority lists shall also include the employee's job classification, job level, hourly rate of pay, address, and telephone number.

Article 8 – Appointment of Stewards

8.01 The Employer acknowledges the right of the Union to appoint employees as Stewards and alternate Stewards. The Union agrees to exclude employees who are serving members of the Canadian Armed Forces and subject to the National Defence Act, Code of Service Discipline from any/all Union offices.

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

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

8.04 ***Union Orientation***

During initial orientation the Human Resources office shall provide a list of the Union Stewards along with their contact information to all new hires. Within thirty (30) days of hire, new hires will be allowed fifteen (15) minutes to meet with a Union Steward or designated Union Representative for the purpose of informing the employee of the existence of the Union and the role in the workplace.

The Employer shall give consideration to the time required by the Union Steward to travel to the new hires site of employment in order to present the orientation.

Article 9 – Leave for Stewards and Access to Premises

9.01 A Steward shall obtain the permission of ***their*** Manager before leaving work to investigate complaints that lie within the jurisdiction agreed to at Article 8, to meet with local Management for the purpose of dealing with grievances and to attend meetings called by Management. Such permission shall not be unreasonably withheld. The Steward shall report back to ***their*** Manager before resuming ***their*** normal duties.

9.02 A Steward will not receive pay for the time spent investigating complaints during ***their*** regular scheduled time off.

9.03 The Employer agrees that Union Representatives of the Union may be granted access to the Employer's premises upon request and following the consent of the Employer. Such access shall not be unreasonably withheld. The Union Representatives shall make such a request at least twenty-four (24) hours in advance to the Base Commander or ***their*** delegate. It is understood that this notification requirement does not apply to meetings called by the Employer. 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. The Union Representative shall identify themselves to the Manager or the most senior employee/Supervisor on site upon arrival.

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

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

Article 10 – Health and Safety

10.01 The Employer agrees to maintain reasonable provisions for the safety of its employees during the hours of employment and to provide a general safety program. The Employer and the Union recognize that the environment standards are those issued under the Canada Labour Code Part II, as may be amended from time to time, and as interpreted by the Base General Safety Officer.

10.02 The Employer and the Union agree that Part II of the Canada Labour Code with all rights, functions, powers, privileges, and obligations as defined under the code shall apply.

10.03 It is the responsibility of the employee to observe the safety rules, to wear and use safety equipment according to instructions, and to immediately advise ***their*** Supervisor of any unsafe working conditions.

10.04 The parties agree to establish a Safety Committee composed of an equal number of persons from the Employer and Union. Members of the bargaining unit who attend safety meetings shall be paid for all such time under the terms of the Collective Agreement.

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

10.06 An annual allowance of one hundred and twenty-five ($125.00) dollars shall be provided to those employees who are required to wear safety footwear under the provisions of Part II of the Canada Labour Code, as may be amended from time to time. This allowance shall be paid upon presentation to the Employer of a valid sales receipt confirming the employee's purchase of CSA approved safety footwear.

In the case where the employee has not used ***their*** annual allowance of one hundred and twenty-five ($125.00) dollars, the allowance can only be carried over to the following year to a maximum of two hundred and fifty ($250.00) dollars.

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 in a week exclusive of unpaid meal periods. A week shall include a period of seven (7) consecutive days starting at 0001 hours Monday and ending at 2400 hours the following Sunday night. The Employer agrees that the day shift full-time employees will not be required to work more than two (2) evenings per week unless the employee voluntarily chooses to work more than two (2) evenings per week. Nothing in this Agreement shall be construed as guaranteeing an employee minimum or maximum hours of work.

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 standard and not a maximum. This requirement may be waived by mutual consent.

11.03 A work schedule shall be posted in each outlet no later than Thursday morning showing the scheduled working hours for each employee covered by this Agreement for the following two (2) weeks. No change shall be made in such schedules except for circumstances beyond the control of the Employer. In this instance, the change in schedule would apply to the area of the operation where the problem arose and affects only those employees. When such changes are necessary, the employees will be given notice as far in advance as possible.

11.04 Meal periods shall be as follows:

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

(b) The meal period in operations that employ only one (1) person shall remain as per past practice unless changes are mutually agreed upon.

11.05 Work stoppages caused by a major storm or power failure will be compensated as follows:

(a) Employees who were not advised at least four (4) hours in advance by the Employer not to report to work will be paid for their scheduled work day at their regular rate of pay;

(b) Notwithstanding (a), golf course grounds person and driving range attendant employees who were not advised at least two (2) hours in advance by the Employer not to report to work will be paid for their scheduled work day at their regular rate of pay;

(c) Employees who are at work and are sent home by the Employer will be paid for the balance of their scheduled work day at the regular rate of pay.

11.06 A full-time employee shall not be required to work a split shift unless otherwise mutually agreed.

11.07 (a) There shall be a minimum of ten (10) hours from the time the employee concludes one (1) scheduled work shift and commences the next scheduled work shift, unless otherwise mutually agreed upon.

(b) An employee who is required to work another scheduled work shift less than ten (10) hours after their previous scheduled work shift shall be paid at the rate of time and one half (1 1/2 X) for the time worked prior to the expiration of the ten (10) hour interval. This provision shall not apply to split shifts.

11.08 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 qualifications, experience, ability and skill 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. Available additional hours are those hours resulting from a reclassification, elimination of a position, or termination of employment. Hours scheduled for NPF functions are considered as available additional hours.

11.09 Provided they are available to do the work required, senior employees in an outlet will not be scheduled for less hours in a week than junior employees in the same job title.

11.10 Any member of the bargaining unit called in or called back to work and actually reports, shall receive a minimum of ***four (4)*** hours pay at the applicable rate of pay for these hours. This does not apply if called back because of a security violation.

11.11 Employees shall not be scheduled for shifts of less than ***four (4)*** hours, unless otherwise mutually agreed upon.

11.12 In the event employees of their own accord, for personal reasons wish to change a shift with another qualified employee, they shall first submit such request in writing to the Supervisor. Should the request be granted, the Employer shall not be liable for any claims of non-compliance with the Collective Agreement resulting from the shift change. Part-time employees may be scheduled to work in excess of thirty-two (32) hours to cover absences due to illness, accident, leave of absence, and vacations provided such absences do not exceed six (6) months. In the case of maternity leave, the six (6) month limit would be extended as required to accommodate the employee on maternity leave.

11.13 The Employer agrees to minimize the reduction of weekly hours of work of senior part-time employees wherever possible when a downward adjustment of hours is implemented.

Article 12 – Overtime

12.01 (a) Notwithstanding the provisions of Article 11.01, the Employer (as represented by an appropriate Manager) and an employee may agree that the employee will be scheduled for a compressed work week in such a manner that they complete their regular weekly hours of work in a period other than five (5) full working days, provided that over a fourteen (14) calendar day period the employee's total hours of work do not exceed eighty (80) hours.

(b) The Employer's agreement to schedule the employee in the manner described above in Article 12.01(a) will be subject to operational requirements and upon such terms and conditions as it deems reasonable. In such circumstances the employee will not be entitled to overtime pay unless ***their*** actual hours of work over a fourteen (14) day period exceed eighty (80) hours.

(c) Also in such circumstances, when calculating any entitlements for holidays or paid leave in this Agreement the employee's daily hours of work averaged over the appropriate fourteen (14) day period will be used, unless the specific entitlement provision expressly states otherwise.

12.02 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 X) times ***their*** regular rate of pay. Where an employee works more than ten (10) continuous hours in any one (1) day, the employee shall be paid at double (2X) ***their*** regular hourly rate of pay for the hours in excess of ten (10) that they work that day.

12.03 Overtime shall be compensated in money, except where by the request of an employee, and with the approval of the Employer, overtime may be compensated in equivalent leave (e.g. one (1) hour at one and one half (1 1/2 X) times is equal to one and one half (1 1/2) hours time off). Earned leave will be taken at a time mutually agreeable to the employee and the Employer within sixty (60) days of when it is accrued. In the event that the earned leave is not taken within sixty (60) days, it will be compensated in money.

Notwithstanding the provisions of this article, and subject to operational requirements, the time limits above may be extended if mutually agreed upon by the Employer and the employee. The employee will submit a written plan to the Manager outlining how and when the leave will be used.

12.04 Overtime shall be offered first, to the employee with the most seniority on the shift in the facility, which requires the work, provided the employee is in the job category for the nature of the work required and is capable of performing the work. If no employee wishes to work the overtime, the Employer shall assign the work by reverse seniority, to a junior employee who is capable of performing the work.

Article 13 – Seniority

Definitions

13.01 (a) Full-time seniority shall be defined as the total length of continuous full-time employment in the bargaining unit covered herein. An employee's seniority as a full-time employee shall date from the employee's first day of continuous full-time work in the bargaining unit.

(b) Part-time seniority shall be defined as the total length of continuous part-time employment in the bargaining unit covered herein. An employee's seniority as a part-time employee shall date from the employee's first day of continuous part-time work in the bargaining unit.

(c) Probationary employees shall have no rights under the seniority provision of this Agreement during the probation period outlined in Article 3.01(c). The seniority of a full-time or part-time probationary employee who has completed ***their*** probation period to the satisfaction of the Employer, will be dated from the first (1st) day of the probationary period which is the first (1st) day of continuous full-time or part-time work in the bargaining unit as appropriate.

(d) The bargaining unit shall be divided into the following operations called outlets:

1. Garrison Officers Mess
2. Garrison WOs, Sgts Mess
3. Junior Ranks Mess
4. CANEX Expressmart
5. CANEX Liquor Store
6. Garrison Twin Rinks
7. CANEX Retail Store
8. Community Recreation Association
9. Fitness and Sports

10. The Edmonton Garrison Memorial Golf and Curling Club

In the event that the Employer must assign offsite work and/or travel, it agrees to act fairly and reasonably.

13.02 Loss, Accrual, and Retention of Seniority

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 Employer.

(b) The employee is discharged for just cause.

(c) The employee has been laid-off for a continuous period of nine (9) months.

(d) The employee has been laid-off and is recalled to work and fails to return to work or to give in writing valid reasons for the employee's inability to do so three (3) working days (three (3) weeks in the case of seasonal operations) prior to the date the employee had been requested by the Employer, in writing by registered mail, to return to work. In order to be eligible for recall from lay-off, the employee must provide the Employer with the employee's current mailing address and telephone number.

(e) The employee overstays a period of leave granted by the Employer in accordance with Articles 15 and 16 without securing an extension of such leave or providing a valid reason for ***their*** failure to return from leave that is satisfactory to the Employer.

(f) The employee absents ***them self*** from work for more than three (3) working days without securing leave in accordance with Articles 15 and 16 or without producing evidence of a valid reason satisfactory to the Employer. It is understood

and agreed that this article does not permit or sanction absences of three (3) days or less without reasons satisfactory to the Employer.

(g) 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.

13.03 The change of employment status from full-time to part-time in accordance with Article 13.04, lay-off and recall from lay-off shall be on the basis of seniority by outlet. Employees in the outlet shall be selected in accordance with their seniority within the outlet. Senior employees have preference over junior employees provided the senior employee has the qualifications to do the job required. In the application of seniority, in respect to this sub-article, employees in higher pay categories are senior to employees in the lower pay categories.

13.04 (a) When a full-time employee is laid off in accordance with the provisions of Article 13.03 and there is part-time work available in the employee's outlet, ***they*** shall be offered the part-time work provided the employee is able, and has the qualifications to perform the work. If ***the employee*** accepts the part-time work, the employee 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 nine (9) months in accordance with the provisions of this article.

(b) A full-time employee who is reduced to part-time status in accordance with Article 13.04(a) will retain seniority as a full-time employee for nine (9) months. At the end of this period, the full-time employee will be given either the choice of accepting severance pay and termination of employment, or conversion to part-time status with the maintenance of all seniority accrued as a full-time and part-time employee.

13.05 A full-time employee who is laid-off or accepts part-time work in accordance with the provisions of Articles 13.03 and 13.04 may continue the benefits listed in Article 20.02 for a period of six (6) months. The employee will be responsible for both the employee and Employer share of the premiums.

13.06 Vacancies within the bargaining unit created by the resignation or retirement of an employee, the reclassification of a position, or the creation of a new position will be filled in accordance with the following order of precedence:

(a) The vacancy will be offered, on the basis of seniority, to any employee on the lay-off list of the outlet concerned provided the employee is of the same classification level or higher than the classification level of the vacant position and provided the employee has the necessary qualifications to do the job required.

(b) If the vacancy is full-time, non-supervisory and cannot be filled from the full-time lay-off list, 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.

(c) If the vacancy cannot be filled in accordance with Article 13.06 (a) or (b), members of the bargaining unit employed in the outlet will be considered. The successful applicant for the position will be selected in accordance with the provisions of Article 13.07.

(d) If there is no qualified or successful applicant within the outlet, the Employer will consider members of the bargaining unit who applied for the position. The successful applicant for the position will be selected in accordance with Article 13.07.

(e) If the Employer determines that there is no qualified or successful applicant within the bargaining unit, the Employer may hire someone from outside the bargaining unit.

13.07 Vacancies that cannot be filled from the full-time lay-off list in accordance with Article 13.06 (a) will be posted for a total of five (5) working days. Members of the bargaining unit interested in the position may apply during this five (5) day period, in writing, 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), (d), and (e). The poster shall indicate the job title and description of the job opening, rate of pay, and the qualifications required. Except for vacancies filled in accordance with the provisions of Article 13.06 (b), (c), (d), and (e), selection of the successful applicant will be determined by the Employer by considering qualifications to perform the job. When these considerations are judged to be relatively 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. If, during the assessment period, the Employer determines that the employee has not performed the duties and responsibilities to the satisfaction of the Employer, or if during the first thirty (30) days of the assessment, the employee decides that ***they do*** not wish to remain in the position, the employee will be removed from the job and will be reassigned to the employee's former position or to a position equivalent to the employee's former position without loss of seniority. During the above three (3) month period, the Employer will be entitled to staff the employee's former position with a temporary employee. In the event that the original employee returns to their former position, the Employer without notice, severance, or further obligation may release the temporary employee.

13.09 Employees, who are successful in a competition for a supervisory position and have successfully completed the assessment period,

will not be permitted to apply for another position for a period of twelve (12) months from the first (1st) day of employment in the new job.

13.10 Only an employee who applied for a competition and was not selected may submit a grievance regarding the competition. The grievance must be submitted within the five (5) working days following the day on which the candidates were advised of the name of the successful candidate. The Employer agrees to provide the Union with copies of all bargaining unit job postings by facsimile.

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 Union, and will include employee's name, job title, outlet, and work telephone number.

13.12 The full-time employee shall have preference over the part-time employee in matters of lay-off, recall from lay-off, and promotion provided the full-time employee has the qualifications, experience, ability, and skill, to do the job to the satisfaction of the Employer.

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

Article 14 – Designated Holidays

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

(a) New Year's Day
(b) Good Friday
(c) Easter Monday
(d) Victoria Day
(e) Canada Day
(f) First Monday in August
(g) Labour Day
(h) Thanksgiving Day
(i) Remembrance Day
(j) Christmas Day
(k) Boxing Day

14.02 A full-time employee is entitled to designated holidays with pay listed in Article 14.01 when:

(a) The employee works the scheduled day before and the scheduled day after the designated holiday, unless the absence is due to personal injury or illness.

(b) The employee has been employed with the Employer a minimum of thirty (30) calendar days.

(c) The employee is not on lay-off or an authorized leave of absence without pay.

(d) Provided that the full-time employee meets the criteria in sub-articles (a), (b), and (c) above, ***the employee*** shall be paid seven and a half (7 1/2) hours pay for each designated holiday as per Article 14.01. However, full-time employees who are scheduled to work forty (40) hours in a week and meet the criteria in sub-articles (a), (b), and (c), will receive eight (8) hours pay for each designated holiday as per Article 14.01.

14.03 A full-time employee who is entitled to a designated holiday and is required to work on that holiday will be:

(a) Paid at the rate of one and one half (1 1/2 X) times ***the employees*** 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 1/2 X) times ***the employees*** regular rate for the hours worked and be given a holiday with pay at some other time convenient to the employee and the Employer.

14.04 When a designated holiday falls on a day that is a non-working day for the full-time employee, the employee is entitled to and shall be granted a day off with pay at a time convenient to the employee and the Employer that is within thirty (30) days of the holiday.

14.05 If the full-time employee is not entitled to a paid designated holiday and is required to work on a designated holiday, the employee will be paid at one and one half (1 1/2 X) times the employee's regular rate.

14.06 Upon completion of thirty (30) days of employment, part-time employees shall be paid four and one quarter (4 1/4%) percent of gross earnings as designated holiday pay every pay period. If a part-time employee works on that day, the employee will be paid at a rate of one and one half (1 1/2 X) times their rate of pay for the hours worked on that day.

Article 15 – Vacation Leave

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

Continuous Full-Time Employment	Entitlement
In the 1st year of continuous full-time employment	10 working days
In the 2nd to ***6***th year of continuous full-time employment	15 working days
In the ***7***th to 15th year of continuous full-time employment	20 working days
In the 16th to 17th year of continuous full-time employment	23 working days
In the 18th to 26th year of continuous full-time employment	25 working days
In the 27th year of continuous full-time employment	27 working days
In the 28th year of continuous full-time employment	30 working days

Upon completion of the probationary period, a full-time employee shall be entitled to apply for vacation leave on the basis of earned pro-rated vacation credits.

15.02 On termination of employment, the employee is entitled to any vacation pay owed to the employee in respect to any prior completed year of employment and vacation pay for any portion of the year completed at the time of termination at the employee's current hourly rate of pay.

15.03 Calculations for vacation entitlement shall be based on the calendar year. Vacation pay shall be based on the previous fifty-two (52) weeks average earnings of a full-time employee.

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

15.05 An employee shall give the Employer at least one (1) month's notice in writing regarding the actual dates on which the employee desires to take a vacation of five (5) or more working days. Leave for shorter periods may be granted provided sufficient notice is given.

15.06 It is acknowledged that occasionally vacation days cannot be used during the year in which they are earned because of illness, job requirements, or other exceptional circumstances. In such cases, if an employee has more than five (5) vacation days remaining at the end of the calendar year, these days may be carried over to the next calendar year with the approval of the Employer. Applications for vacation "carry-over" must be submitted in writing to the Employer on or before December 31st. The vacation "carry-over" must be used within one (1) year of the Manager's approval.

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 May 31st and end on September 30th. This in no way precludes employees from requesting vacation leave outside the normal vacation period. If the Employer determines that the requested vacation will not interfere with the proper operation of the outlet, the request will be approved.

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

15.10 The vacation leave entitlement of an employee who has completed five (5) years of continuous part-time service in the bargaining unit 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 in the bargaining unit will be credited with one half (1/2) of ***their*** part-time service towards ***their*** full-time vacation entitlement.

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

15.12 Subject to operational requirements, the Employer shall schedule the Saturday prior to the commencement of an employee's vacation period as the employee's Saturday off in that three (3) week period.

15.13 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 ***the employees*** vacation record.

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

Continuous Part-Time Employment	Entitlement
In the 1st year of continuous part-time employment	4% of yearly gross income
In the 2nd to 7th year of continuous part-time employment	6% of yearly gross income
In the 8th to 15th year of continuous part-time employment	8% of yearly gross income
In the 16th to 17th year of continuous part-time employment	9.2% of yearly gross income
In the 18th to 26th year of continuous part-time employment	10% of yearly gross income
In the 27th year of continuous part-time employment	10.8% of yearly gross income
In the 28th year of continuous part-time employment	12% of yearly gross income

(b) This entitlement shall be paid on a bi-weekly basis effective July 1st, 2002.

15.15 Upon written request, a part-time employee may be granted time off for vacation purposes, without pay, based on the vacation entitlement in accordance with Article 15.01. For purposes of vacation scheduling, Article 15.11 will apply and in cases where operational requirements dictate it is understood that full-time employees will have preference over part-time employees.

Article 16 – Leave – General

Sick Leave Plan

16.01 Full-time Employees

(a) All full-time ***and part-time*** employees who have completed their probation period and are medically unfit to work because of a non-work related illness of injury are included in this plan.

(b) ***Full-time employees who have completed their probationary period shall be entitled to seventeen (17) weeks of paid sick leave at one hundred (100%) percent of their salary.***

(c) Part-time employees who have completed their probationary period may be granted up to a maximum of two (2) days of paid sick leave per fiscal year.

(d) The following conditions govern the entitlement to sick leave:

(i) The employee must notify the Manager of the absence prior to the employee's regular starting time on the first (1st) day of absence or as soon as possible, at which time the employee will indicate the reason for the absence and the expected date of return.

(ii) A medical certificate signed by a doctor must be provided for each absence in excess of five (5) working days. The Employer reserves the right to require a medical certificate for any period of illness that occurs during the remainder of that calendar year provided that the employee is advised in writing of the requirement beforehand. Prolonged or frequent illness may require additional certificates, at the expense of the Employer, from another doctor mutually agreed upon.

(iii) Maternity leave is excluded from the sick leave plan.

(iv) If, prior to the expiration of ***a full-time employee's*** 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.

(v) A ***full-time 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)*** continuous working days.

(e) The full-time employee's full sick leave benefits are reinstated after the employee has returned to work from sick leave for sixty (60) calendar days.

16.02 (a) <u>Leave for Employees with Child Care Responsibilities</u>

Employees will be provided with leaves of absences (without pay) respecting child care responsibilities in accordance with the applicable legislation and in accordance with policies issued by the Employer and updated from time to time.

(b) <u>Leave for Employees with Family Responsibilities (Compassionate Care)</u>

Employees will be provided with leaves of absences (without pay) respecting compassionate care benefits in accordance with the applicable legislation and in accordance with policies issued by the Employer and updated from time to time.

(c) If an employee elects to keep their pension or insured benefits while on a leave without pay set out in Article 16.02 (a) or (b) above, and pays their portion of the

pension contributions and/or benefit premiums, the Employer will continue to pay its portion of the pension contributions and/or benefit premiums.

16.03 Maternity Leave Allowance

Employees leaving on maternity leave will be provided maternity leave allowance in accordance with the applicable legislation and in accordance with policies issued by the Employer and updated from time to time.

16.04 Bereavement Leave

(a) An employee will be given leave with pay for five (5) consecutive days in the event of the death of a member of the immediate family and leave with pay for one (1) day in the case of a distant relative. In addition, the employee may be granted up to two (2) days leave with pay for the purpose of necessary travel related to the death.

(b) For the purpose of this Agreement, immediate family will comprise anyone of the following: brother or sister, mother or father, or alternatively, step-father, step-mother, step-sister, step-brother, or foster parents, father-in-law or mother-in-law, spouse (including common-law spouse), son or daughter (including step-son or step-daughter, son or daughter of spouse), grand-children and grandparents; and distant relatives will be any of the following: brother-in-law or sister-in-law, son-in-law or daughter-in-law, spouses grandparents and aunts and uncles.

(c) Should the periods mentioned above contain one (1) or more non-working days (for example, Sunday or day off); the employee may claim payment only for the actual days of work the employee will have missed.

(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 Employer 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 16.04 (a) above.

16.05 Jury Duty

(a) In the event the employee is summoned for jury duty, the Employer agrees to make up the difference, if any, between the amount paid to the employee for jury or witness services and the amount the employee could have earned had the employee worked on such days. This does not apply if the employee is excused from jury or witness duty for the rest of the day or days and fails to report back to work, or if jury or witness duty occurs on the employee's regular scheduled day off. The employee must promptly notify the Employer that ***they have*** been summoned for jury or witness duty.

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

(i) In or under the authority of a court of justice or before a grand jury;

(ii) Before a court, judge, justice, magistrate, or coroner;

(iii) Before the Senate or House of Commons, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of ***their*** position;

(iv) Before a legislative council, legislative assembly or House of Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or

(v) Before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

The Employer agrees to make up the difference, if any, between the amount paid to the employee for witness fees and the amount the employee would have earned had the employee worked on the day the employee was to appear as a witness. This does not apply if the employee is excused as a witness for the rest of the day or days and fails to report back to work, or if witness duty occurs on the employee's regular scheduled day off. The employee must promptly notify the Employer that ***they have*** been summoned as a witness.

16.06 Leave of Absence without Pay

An employee may be granted a leave of absence without pay provided ***the employee*** receives permission in advance from the Employer in writing. Such leave of absence will not be unreasonably withheld. Under no circumstances shall any leave of absence be approved for a period in excess of six (6) months. Except for the benefits listed in Article 20.02, an employee will not be eligible for any of the benefits provided for in this Agreement. The benefits listed in Article 20.02 may be continued at the request of the employee. The employee will be responsible for both the employee and the Employer share of the premiums. The employee shall be restored to ***their*** former position or to a similar position at the then prevailing wage rate at the expiration of the leave of absence.

16.07 Union Leave of Absence

An employee shall be granted a leave of absence to attend Union business. Where the leave of absence is less than two (2) weeks, the Employer shall continue to pay its share of the benefit premiums, should the employee elect to continue coverage.

16.08 The Employer shall grant up to five (5) days family related leave with pay in a fiscal year to full-time ***and part-time*** employees to be used in any combination for the following reasons:

(a) To take a family member for medical or dental appointments or for appointments with appropriate authorities in school or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for 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 of an employee's child. This leave may be divided into two (2) separate periods and granted on separate days.

(d) For the needs directly related to the adoption of the employee's child. This leave may be divided into two (2) separate periods and granted on separate days.

(e) To attend school functions if the Supervisor was notified of the function as far in advance as possible.

(f) To provide for the employee's child in the case of an unforeseeable closure of school or a daycare facility.

(g) 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.

(h) To attend emergencies beyond the control of the employee. This leave may be granted to a maximum of one (1) day per calendar year.

(i) The total leave with pay, which may be granted under Article 16.08 (a), (b), (c), (d), (e), (f), (g), and ***(h)*** above shall not exceed five (5) working days in any fiscal year.

Leave for Family Related Responsibilities for Part-time Employees

At the employee's option, Leave for Family Related Responsibilities may be taken in half (1/2) day increments.

Pay for family related leave shall be calculated based on one fifth (1/5) of the employee's average weekly salary during the two (2) pay periods immediately preceding the leave. ***In the event an employee has not worked any hours in the previous two (2) pay periods immediately preceding the leave, the employee shall be paid for four (4) hours per day of leave.***

16.09 "Family", for purposes of family related leave, is defined as:

(a) Spouse, including common-law spouse;

(b) Son or daughter, including foster children and children of spouse or common-law spouse;

(c) Parents, including step-parents or foster parents; and,

(d) Any relative permanently residing with the employee.

16.10 Time Off for Medical Appointments

For each routine medical appointment, a pregnant employee will be granted up to three point seventy-five (3.75) hours of reasonable time off with pay. An employee is expected to make reasonable efforts to schedule such appointments in such a way

as to minimize her absence from work. An employee requesting leave under this provision must notify ***their*** Supervisor of the appointment as far in advance as possible. Part-time employees shall receive this benefit in the same proportion as their weekly hours of work compared with the normal scheduled weekly hours of work of full-time employees.

16.11 Relocation Leave

A full-time or part-time 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 up to twelve (12) months, for the purpose of assisting ***the employee*** with ***their*** transition to another NPF position at their new location without a break in service, provided that ***the employee*** meets the following eligibility requirements:

(a) The employee must submit a written request for relocation leave to ***their*** Manager at least four (4) weeks in advance;

(b) The employee must provide advance written confirmation that ***they are*** voluntarily giving up rights to ***their*** substantive position effective the first (1st) day of ***the employees*** relocation leave (thus allowing ***their*** former position to be immediately filled on a permanent basis);

(c) The employee must provide advance written confirmation that ***they*** will be deemed to have voluntarily resigned from the NPF employment effective the last day of ***their*** relocation leave in the event if ***the employee*** is not successful in obtaining another NPF position during ***their*** leave;

(d) The employee must ensure ***their*** previous location has ***their*** current contact information; and

(e) The employee must provide proof of the spouse's relocation/posting/transfer.

16.12 ***Subject to operational requirements determined by the Employer and with an advance notice of at least five (5) working days, a full-time employee shall be granted, in each fiscal year, a single period of leave with pay equal to their normal scheduled day of work for reasons of a personal nature.***

The leave will be scheduled at time convenient to both the employee and the Employer.

Article 17 – Grievance Procedures

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

17.02 The grievance procedure includes an informal or oral complaint stage for employees. Managers are available for private consultations with an employee who wishes to discuss a complaint or grievance. Before a formal grievance is presented, the employee is encouraged to discuss it as an oral complaint with the Manager concerned, either privately or, in the presence of ***the employees*** full-time Union Representative or Steward. If the employee is not satisfied with the result of such discussions, a formal grievance may then be presented.

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

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 ***the employees*** 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 an arbitral award, ***the employee*** is not entitled to present the grievance unless ***they have*** the approval of and ***are*** represented by the Union.

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 Union may present a group grievance on behalf of a group of employees who feel aggrieved by the interpretation or application, common in respect of those employees, of this Collective Agreement or arbitral award other than a matter arising from the classification process, in the manner prescribed in this article except that, where there is another administrative procedure provided by or under any Act of Parliament, other than the Canadian Human Rights Act, to deal with the specific complaint, such procedure must be followed.

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

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

17.08 An employee has the right to be represented by ***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 Employer's behalf at any level in the grievance procedure. At levels other than the final level, the request for consultation may be made orally.

17.10 An employee or the Union on behalf of a group of employee's wishing to present a grievance shall do so:

(a) At the first level of the grievance procedure where the grievance does not relate to disciplinary action resulting in the discharge of the employee; and

(b) At the final level of the grievance procedure where the grievance relates to disciplinary action resulting in the discharge of the employee.

Any levels in the grievance procedure, except the final level, may be by passed by the mutual consent of the Employer, the employee/group of employees, and the full-time Union Representative or Steward.

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

(a) Where it does not relate to disciplinary action resulting in discharge, not later than the twentieth (20th) day; and

(b) Where it relates to disciplinary action resulting in discharge, not later than the twenty-fifth (25th) day:

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

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

17.13 When an employee or the Union on behalf of a group of employees does not receive a response to the grievance within fifteen (15) days, the employee or the Union on behalf of a group of employees is entitled to submit the grievance to the next higher level.

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

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

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

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

17.18 An employee or the Union on behalf of a group of employees who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless in the opinion of the Employer, it was not possible for the employee/Union to comply with the prescribed time limits.

17.19 Where an employee or the Union on behalf of a group of employees has presented a grievance up to and including the final level with respect to disciplinary action resulting in discharge, suspension, or a financial penalty, and the grievance has not been dealt with to the employee's/group of employee's satisfaction, ***they*** may refer 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 Union for the bargaining unit to which the Collective Agreement or arbitral award applied, signifies in a prescribed manner:

(a) Its approval of the reference of the grievance to adjudication; and

(b) Willingness to represent the employee in the adjudication proceedings.

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

Article 18 – Harassment

18.01 The Employer and the Union recognize that the Employer has a policy and guidelines regarding the prevention of harassment as defined under the Canadian Human Rights Act that allows its employees the substantive right to grieve or file a harassment complaint for issues involving harassment, including sexual harassment 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 as defined under the Canadian Human Rights Act and confirms that harassment will not be tolerated in the workplace.

18.02 An employee who has concerns regarding harassment may either file a harassment complaint in accordance with the provisions of the Employer's harassment policy and guidelines or file a grievance in accordance with the relevant provisions of Article 17. For information purposes, the policy currently defines "harassment" as any unwelcome and improper conduct by an individual that is directed at and offensive to another person or persons in the workplace and which the individual knew or ought to have reasonably known would cause offence or harm. It comprises any objectionable act, comment, or display that demeans, belittles, or causes intimidation or threat. It includes harassment within the meaning of the Canadian Human Rights Act.

18.03 In accordance with the Employer's harassment policy and guidelines, at the request of a complainant or respondent to a harassment complaint and subject to the requirements of the Access to Information Act and Privacy Act, the Employer shall

provide the complainant and/or respondent with an official copy of the harassment complaint investigation report. The Employer and the Union shall cooperate in the process of preventing and eliminating harassment in the workplace.

Article 19 – Pay

19.01 An employee shall be paid for services rendered at the hourly rate of pay specified in Appendix "A" for the employee's job title in accordance with time limits outlined in the rate of pay grid. An employee who is promoted to a higher category will be placed at the start rate of the payband, providing it results in an increase of at least ten (10%) percent of their current rate of pay, and if not, then the employee will be placed at the next highest increment in that payband until it results in a minimum of a ten (10%) percent increase in current rate of pay.

19.02 When an employee is temporarily promoted in writing to act in a higher classification ***the employee*** shall be placed at the start rate of the payband, providing it results in an increase of at least ten (10%) percent of their rate of pay, and if not, then the employee will be placed at the next highest increment in the payband. The employee shall continue to progress through the new payband commensurate with their length of service while acting in the higher classification. Should the employee become permanent in that position, ***they*** shall be credited with the time served and continue to move through the payband commensurate with ***the employees*** length of service in that position.

19.03 When an employee is appointed in writing, by the Employer, to temporarily perform the duties of a non-bargaining unit (Category II) position for two (2) or more consecutive days, ***the employee*** shall be paid, in addition to ***their*** normal rate of pay, a ***ten (10%)*** percent increment based upon ***their*** normal wages for the period from the first (1st) day.

19.04 When a new job with duties and rate of pay which differs from existing jobs, is created within the bargaining unit, the Employer will promptly inform the Union. The job will be evaluated in accordance with the NPF Job Evaluation Program and placed in the appropriate pay category by the Job Evaluation Committee. The rate of pay for the job will be as per the applicable pay level in Appendix "A". Jobs shall be reviewed by the Job Evaluation Committee if the job changes significantly.

19.05 Upon request of an employee, the Employer and the Union shall review any position in the bargaining unit where a significant change in duties has taken place.

19.06 A detailed job description shall be supplied to all employees at the time of hire. The Employer agrees to provide the Union with copies of all present and future bargaining unit job descriptions.

19.07 When an employee is required to work on the seventh (7th) consecutive day, ***the employee*** shall be paid at a rate of pay not less than two (2X) times ***their*** regular rate of pay.

19.08 Payments provided under the provisions of Article 11 (hours of work, call-in, and reporting pay), Article 12 (overtime), shall not be pyramided; that is, an employee shall not receive more than one (1) form of compensation for the same service. An employee will be compensated at the highest eligible rate for the service.

Article 20 – Consultation

20.01 The Employer and the Union recognize that consultation and communication on matters of mutual interest outside the terms of the Collective Agreement should promote constructive and harmonious Employer-Union relations.

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

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

Article 21 – Employee Files

21.01 When the Employer serves a written warning notice to an employee regarding ***their*** work or conduct which will become a part of the employee's permanent record, a copy of such notice shall be handed to the employee and another one to the Union Steward who will be present unless the employee requests that ***they do*** not attend.

21.02 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after eighteen (18) months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

21.03 Since annual performance evaluation reports are not disciplinary documents, they are exempt from the provisions of this article. Upon written request from the employee, a copy of the annual performance evaluation report shall be supplied to the employees.

21.04 Subject to written request submitted twenty-four (24) hours in advance to the outlet Manager, an employee will have visual access to ***their*** own personnel file.

Article 22 – Rest Periods

22.01 Each employee shall be granted a rest period of fifteen (15) minutes during each period of work of three (3) hours in their normal work day. 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. Rest periods shall not be allocated within one (1) hour of a meal period or within one (1) hour of starting or quitting time.

22.02 In the event that part-time employees agree to work shifts of less than three (3) hours, in accordance with Article 11.11, the Employer shall provide a fifteen (15) minute rest period for each period of work of three (3) hours cumulative in each work day.

Article 23 – Bulletin Boards

23.01 The Employer agrees to provide a bulletin board at a place accessible to the employees, for the use of the Union to post notices of interest to its members.

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

Article 24 – Rest Rooms

24.01 The Employer agrees to provide adequate rest rooms to employees. Employees shall cooperate with the Employer in keeping the rest rooms in a clean and sanitary condition. For the purpose of this Agreement, a "restroom" shall constitute a room which houses lavatories in working condition situated on premises occupied by NPF/CANEX.

Article 25 – Uniforms

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

25.02 In circumstances where employees are normally engaged in working outdoors and protective clothing is deemed necessary, the Employer agrees to provide suitable attire at its own discretion. Such clothing shall remain the property of the Employer.

Article 26 – Meetings

26.01 Members of the bargaining unit who attend meetings, called by the Employer, shall be paid for all such time at ***their*** applicable rate of pay. Meetings are not limited to a specific time limit but in no case shall an employee be paid less than one (1) hour's pay for attending the meeting.

Article 27 – Shortages

27.01 Shortages that occur to non-public fund property stock or cash will be recovered in accordance with the following:

(a) Employees assigned responsibility for, and who have sole control and access of non-public fund property, stock, or cash, will be required to reimburse the Employer for any shortages that occurred during the period that the employee had such responsibility, control, and access.

(b) The Employer reserves the right to implement disciplinary action, including suspension or discharge, in circumstances where a particular employee has consistently demonstrated an inability to safeguard the Employer's interest and assets. Any disciplinary action will be subject to the normal grievance and adjudication procedures.

Article 28 – General

Gender

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

Official Texts

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

28.03 The Employer and the Union will incur the cost of publishing the Collective Agreement on an alternate basis. The publication of this Agreement will be borne by the Union, for future Agreements the cost shall be equally shared. The Employer agrees to provide all new employees a new hire kit on behalf of the Union, which shall include an application for Union membership. The kit will be provided by the Union to the Employer and will be provided to all new employees at the time of hire.

Article 29 – Severance Pay

Full-time Employees

29.01 Full-time employees whose employment is terminated by the Employer for the following administrative reasons, which are beyond the control of the employee, are entitled to severance pay and notice or pay in lieu of notice:

(a) Permanent closing of a facility;
(b) Reduction of the work force; and
(c) Reorganization.

29.02 (a) Severance pay entitlement for employees appointed to full-time status on or before May 15th, 1994, shall be as follows:

Length of Employment	Severance Pay
0 – 12 months	2 weeks pay
13 – 36 months	1 months pay
37 – 60 months	2 months pay
over 60 months	3 months pay

or

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

29.03 The severance pay entitlement for employees appointed to full-time status after May 15th, 1994, shall be at the rate of two (2) weeks for the first year of service and one (1) week for each additional year of continuous full-time service, up to a maximum of twenty-eight (28) weeks.

Notice or pay entitlement in lieu of notice:

Probationary employee	2 weeks
Full-time employee	1 month
Part-time employee	2 weeks

29.04 Part-time Employees

Part-time employees whose employment is terminated as a result of the closure of an outlet shall be entitled to two (2) weeks of severance pay for the first (1st) year of part-time service and one (1) week for each additional complete year of continuous part-time service, up to a maximum of twenty-eight (28) weeks. A week's pay shall be calculated as the average week's earnings over the previous thirteen (13) weeks.

29.05 Term employees as described under Article 3.01 (d) 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.

Article 30 – Duration of Agreement

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

30.02 This Agreement shall expire on June 30th, ***2023***.

Signed this 15 day of May, ***2021***.

Canadian Forces Base Edmonton	United Food and Commercial Workers Canada Union, Local No. 401

Employer Committee:	Union Committee:
Amy Lecompte	Auty Brooks
For Adam Gamwell	***Dan Syzek***
	Thomas Jennings
Sean N. Cantelon	***Sam Nuako***
Chief Executive Officer	***Michelle Cahill***
Staff of the Non-Public Funds	Lee Clarke
Canadian Forces	

This Agreement was ratified on ***September 18th, 2020.***

Appendix "A"

July 1st, 2019	START	6 MOS	12 MOS	24 MOS	36 MOS
1	$15.30	$15.40	$15.56	$15.86	$16.17
2	$15.50	$15.61	$15.76	$16.07	$16.37
3	$16.00	$16.20	$16.38	$16.79	$17.18
4	$17.47	$17.68	$17.88	$18.34	$18.77
5	$19.58	$19.82	$20.05	$20.58	$21.08
6	$21.75	$22.01	$22.29	$22.89	$23.45
7	$24.34	$24.65	$24.97	$25.65	$26.30
8	$26.44	$26.79	$27.13	$27.89	$28.60
9	$27.66	$28.01	$28.38	$29.17	$29.93

July 1st, 2020	START	6 MOS	12 MOS	24 MOS	36 MOS
1	$15.61	$15.71	$15.87	$16.18	$16.49
2	$15.81	$15.92	$16.07	$16.39	$16.70
3	$16.32	$16.52	$16.71	$17.12	$17.52
4	$17.82	$18.03	$18.24	$18.71	$19.14
5	$19.98	$20.21	$20.45	$21.00	$21.51
6	$22.18	$22.45	$22.73	$23.35	$23.92
7	$24.82	$25.15	$25.47	$26.17	$26.82
8	$26.97	$27.32	$27.67	$28.44	$29.17
9	$28.22	$28.57	$28.94	$29.76	$30.53

July 1st, 2021	START	6 MOS	12 MOS	24 MOS	36 MOS
1	$15.84	$15.95	$16.10	$16.42	$16.74
2	$16.05	$16.16	$16.32	$16.63	$16.95
3	$16.57	$16.77	$16.96	$17.38	$17.78
4	$18.09	$18.30	$18.51	$18.99	$19.43
5	$20.28	$20.52	$20.76	$21.31	$21.83
6	$22.51	$22.79	$23.07	$23.70	$24.28
7	$25.20	$25.52	$25.85	$26.56	$27.22
8	$27.37	$27.73	$28.09	$28.87	$29.61
9	$28.64	$29.00	$29.38	$30.20	$30.98

July 1st, 2022	START	6 MOS	12 MOS	24 MOS	36 MOS
1	***$16.08***	***$16.18***	***$16.35***	***$16.67***	***$16.99***
2	***$16.29***	***$16.40***	***$16.56***	***$16.88***	***$17.20***
3	***$16.82***	***$17.02***	***$17.21***	***$17.64***	***$18.05***
4	***$18.36***	***$18.58***	***$18.79***	***$19.27***	***$19.72***
5	***$20.58***	***$20.83***	***$21.07***	***$21.63***	***$22.16***
6	***$22.85***	***$23.13***	***$23.42***	***$24.05***	***$24.64***
7	***$25.57***	***$25.91***	***$26.24***	***$26.96***	***$27.63***
8	***$27.78***	***$28.15***	***$28.51***	***$29.30***	***$30.05***
9	***$29.07***	***$29.43***	***$29.82***	***$30.65***	***$31.45***

CFB Edmonton Pay Notes

Effective July 1st, ***2019*** and subject to ratification by the Union and the Employer, the attached pay grid labeled July 1st, ***2019*** shall be put into effect. Employees will be placed on the new pay grid at the applicable increment as follows:

(a) Employees will be placed on the new pay grid based on their current length of service in their current position; i.e. an employee working in the same position for twenty-four (24) months will be placed at the twenty-four (24) month rate.

(b) Any employee whose rate of pay is above the top step increment will not have their current pay reduced but will retain their current rate of pay until the top step increment on the pay grid for their job level exceeds their rate of pay; at this point, the rate of pay for those employees will increase to the closest rate on the grid.

(c) Effective July 1st, ***2020*** and subject to ratification the attached pay grid labeled July 1st, ***2020*** shall be put into effect.

(d) Effective July 1st, ***2021*** and subject to ratification the attached pay grid labeled July 1st, ***2021*** shall be put into effect.

(e) Effective July 1st, ***2022*** and subject to ratification the attached pay grid labeled July 1st, ***2022*** shall be put into effect.

(f) Retro pay: employees on the payroll of the Employer will receive the appropriate percentage increase per hour on all hours paid for the period of time from the expiry of the old Agreement, (June 30th, ***2019***), until the end of the pay period prior to the implementation of the new wage scales. The words "on the payroll of the Employer" shall include all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, Short Term Disability, Long Term Disability, Workers' Compensation, Maternity Leave, or Parental Leave.

(g) Unless otherwise expressly stipulated, the provisions of this Collective Agreement shall become effective on the date it is ratified by the Union and the Employer.

(h) The Agreement will expire on June 30th, ***2023***.

Letters of Understanding

Between

The Staff of the Non-Public Funds, CFB Edmonton
and
The United Food and Commercial Workers Canada Union, Local No. 401

Letter of Understanding #1 – Health Care Insurance Premiums

During recent contract negotiations for the Operational Category Employees of the United Food and Commercial Workers Canada Union, Local No. 401 at CFB Edmonton, discussions took place regarding Health Care Premiums. The Employer shall, for full-time employees, pay sixty ($60.00) dollars (family) and thirty ($30.00) dollars (single) towards the premiums for Alberta Health Care Insurance Plan.

The Employer shall, for part-time employees with one (1) year continuous service, pay eighteen ($18.00) dollars towards premiums for Alberta Health Care Insurance premiums.

Letter of Understanding #2 – Job Descriptions

The Employer agrees to review all bargaining unit job descriptions for accuracy on a regular basis, and in any event, at least once (1X) every year.

Letter of Understanding #3 – Call-Ins

Call-ins are to be done in order of seniority, as long as the employee is available and it does not result in an overtime situation.

Letter of Understanding #4 – Distribution of Additional Hours

Weekly available hours of work within the employee's outlet beyond those hours scheduled pursuant to Article 11.03 shall be scheduled to the most senior employee first and thereafter in decreasing order of seniority, providing the employee has the ability to perform the work required and is available and willing to work the hours.

Letter of Understanding #5 – Credit for Previous Service

New and existing employees having previous comparable experience as determined by the Employer will commence employment at the start rate of their respective pay band. Upon satisfactory completion of the probationary period as defined in Article 3.01, the Employer will initiate the process to move the employee forward on the pay grid to an increment commensurate with their previous comparable experience. The employee will be paid retroactively at the increased pay increment rate for the probationary period with the exception of the first ten (10) working days, which will remain at the start rate. New employees shall receive written notification showing any credit granted for the previous experience.

Credit for previous experience shall not be recognized by the Employer if the employee has been out of the industry for five (5) years, unless the Employer agrees to do so.

The Employer shall be solely responsible for the application of this article but shall not act in an arbitrary or discriminatory manner in its application.

Letter of Understanding #6 – Recognition of Prior Service in the Canadian Forces in the Calculation of Vacation Entitlement

The parties agree to the following:

(a) Effective April 1st, 2012 and subject to the provisions of this Letter of Understanding, any employee within the bargaining unit who has qualifying prior service in the Canadian Forces will have this service

included in the calculation of ***the employees*** vacation entitlement outlined in ***their*** Collective Agreement.

(b) For the purposes of this Letter of Understanding, qualifying prior Canadian Forces service shall be any period of former Canadian Forces service as either a member of the Regular Force or Reserve Force Class B or C that is at least six (6) continuous months in duration and during which time the employee was not earning vacation as an NPF employee. For greater certainty, prior, current, or future Canadian Forces service earned during any period where the employee also earned or received vacation pay with/from NPF does not count as qualifying prior Canadian Forces service.

(c) In order to be eligible for the inclusion of qualifying prior Canadian Forces service credit in the calculation of ***the employees*** vacation entitlement, the employee must provide ***their*** local HR Office with an acceptable record of ***their*** qualifying prior Canadian Forces service. Acceptable records include confirmation of:

(i) Service as a contributor under the Canadian Forces Superannuation Act;

(ii) Service that has been elected as pensionable service under sub-paragraph 6.(1)(b)(iii)(C) of the Public Service Superannuation Act; or

(iii) Service as Reserve Force Class B or C for which (i) and (ii) do not apply but that can be validated to the satisfaction of the Employer.

(d) For the purpose of including any qualifying prior Canadian Forces service in the calculation of the employee's vacation entitlement:

(i) Any employee who provides the acceptable record of ***their*** qualifying prior Canadian Forces service to the Employer prior to April 1st, 2013 will have any qualifying prior Canadian Forces service count retroactively from either, April 1st, 2012 or the employee's start date as a full-time/part-time employee, whichever occurs later.

(ii) Any employee who provides the acceptable record of ***their*** qualifying prior Canadian Forces service to the Employer on or after April 1st, 2013 will have any qualifying prior Canadian Forces service count from either, the first day of the vacation year in which the acceptable record was provided or ***the employees*** start date as a full-time/part-time employee, whichever occurs later.

Letter of Understanding #7 – Multiple Employment

(a) With the approval of the Managers of the applicable outlets and notice to the Union, 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 specialty position (which includes non-union part-time positions or casual positions) different from ***their*** substantive position.

(b) The parties agree that the purpose of this Letter of Understanding is to allow employees the ability to work additional hours for the Employer without affecting their status, benefits, or entitlements. The following are the terms and conditions relating to multiple employment:

(i) The employee's status shall remain that of the employee's substantive (primary position) and the hours worked in the second position will not be included in the determination of the employee's status.

(ii) 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).

(iii) There must not be a conflict between the work schedules of the employee's substantive position and the employee's second position.

(iv) 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.

(v) The compensation received while working in the second job will be subject to union dues, as applicable. However, the hours and compensation from the second job will be excluded from the calculation of the employee's pensionable earnings or pensionable service, the determination of the employee's insured benefits (e.g. Group Life Insurance or LTD 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 annual leave or vacation pay). Further, the hours worked in the second job will not be considered overtime hours and will be excluded from the calculation of the employee's weekly hours of work/normal hours of work and in the determination of the employee's entitlement to overtime pay. The employee is not entitled to take paid leave from the second position.

(vi) The employee may not receive two (2) types of pay for the same hours of work (e.g. the employee cannot receive paid time off from ***their*** primary 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 primary position.

(vii) In the event the employee is subject to any disciplinary action resulting from misconduct while in either position, subject to the provisions of Article 21 of the Collective Agreement, such measures will apply to both the employee's substantive and second position and will be taken into consideration when determining any future disciplinary action relating to either the

employee's substantive or second position. Further, in the event that the employee is discharged from employment for misconduct, such discharge will apply to both the employee's substantive and second position. 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*** primary employment.

Letter of Understanding #***8*** – Wage Adjustment for Potential Changes to the Provincial Minimum Wage

In the event that the Provincial minimum wage increases ***beyond that which has been negotiated during the term of this Agreement, the parties agree to meet within sixty (60) days to negotiate increases to the current pay grid(s) in order to meet the new minimum standards.***

If the parties are unable to come to an agreement within sixty (60) days the matter shall be referred to mediation.

Letter of Understanding #9 – Domestic Violence

The Employer recognizes that workplace violence can stem from incidents of domestic violence. The Employer and the Bargaining Agent recognize that violence includes incidents of domestic violence entering the workplace. Domestic violence is any form of violence between intimate partners. The violence can be physical, sexual, emotional, or psychological abuse, including financial control, stalking, and harassment. It occurs between mixed or same sex intimate partners, who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

Should employees experience incidents of domestic violence which could affect the employee's presence and/or performance in the workplace, employees are encouraged to notify their Supervisors

and/or Managers as soon as possible. Managers and Supervisors are encouraged to offer measures of support and provide assistance where possible, such as referral to community services, and the Employer's EFAP program. The Employer may grant the employee access to their leave provisions in situations of Domestic Violence, in addition, employees are encouraged to seek a leave of absence without pay as needed to deal with matters related to domestic violence, and subject to operational requirements, such requests will not be unreasonably withheld. Requests submitted under the terms of this Article will be treated as confidential by the Employer. The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer and the bargaining agent agree that an employee's culpability in relation to performance issues or potential misconduct may be mitigated if the employee is dealing with an abusive or violent situation and the misconduct or performance issue can be linked to that abusive or violent situation.

<u>Letter of Understanding #10 – COVID-19/Pandemic</u>

Should a second wave or another global pandemic occur, the parties agree to meet to discuss potential reduction of work and lay-offs that may be contemplated within thirty (30) days of the onset of the health crisis.

Signed this 15 day of May, ~~2020~~ 2021.

Canadian Forces Base
Edmonton

United Food and Commercial
Workers Canada Union,
Local No. 401

Employer Committee:

Amy Lecompte
For Adam Gamwell

Sean N. Cantelon
Chief Executive Officer
Staff of the Non-Public Funds
Canadian Forces

Union Committee:

Auty Brooks
Dan Syzek
Thomas Jennings
Sam Nuako
Michelle Cahill
Lee Clarke

This Agreement was ratified on ***September 18th, 2020.***