

AGREEMENT

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 UNION
LOCAL 864**

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

GROUP: OPERATIONAL CATEGORY (ALL EMPLOYEES)

**CANADIAN FORCES BASE AT HALIFAX
INCLUDING 12 WING SHEARWATER
EXPIRY DATE: **31 MARCH 2025****

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

ARTICLE 2: RECOGNITION

2.01 The Employer recognizes the United Food and Commercial Workers Union, Local 864, certified by the Public Service Staff Relations Board on 1 May 1985, as exclusive Bargaining Agent for all employees of the Employer in the Operational Category employed at the Canadian Forces Base at Halifax in Nova Scotia save and except managers/category II employees.

2.02 The Employer recognizes the United Food and Commercial Workers Union, Local 864, certified by the Public Service Staff Relations Board on 25 June 1982, as exclusive Bargaining Agent for all employees of the Employer in the Operational Category employed at the 12 Wing at Shearwater in Nova Scotia 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 employed

on a continuing basis for thirty-two (32) or more hours per week.

- b. Part-time employee means an employee who has completed their probationary period and is normally employed on a continuing basis for more than thirteen and one third (13 $\frac{1}{3}$) hours and less than thirty-two (32) hours per week.

- c. Probationary Employee means a new employee who is carrying out the tasks of a full-time or part-time employee but has not been granted full-time or part-time status. The probationary period shall not normally exceed:
 - (1) supervisory employees : four (4) calendar months ;
or
 - (2) non-supervisory employees: three (3) calendar 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.

The Employer may, in its own discretion, (and in consultation with the Bargaining Agent) extend the probationary period for a further period equal to the original probationary period specified above, or a lesser period in the event that the employee's evaluation is unsatisfactory upon conclusion of the original probationary period.

3.02 Notwithstanding the provisions of Article 3.01(a), a part-time employee relieving another Bargaining Unit 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 another Bargaining Unit 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 leave, the six (6) month limit will be extended as required to accommodate the employee on Pregnancy leave.

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

3.04 Part-time employees shall not be paid for the benefits provided for in this Agreement unless otherwise indicated.

ARTICLE 4: STATE SECURITY

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

ARTICLE 5: MANAGERIAL RIGHTS

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

- a. to plan, direct and control operations; to determine methods, processes, equipment and other operating matters; to determine the location of entities and the extent to which these entities 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 provisions of this Agreement.

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

ARTICLE 6: FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

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

ARTICLE 7: CHECK-OFF

7.01 Subject to the provisions of this Article, the Employer will, as a condition of employment deduct every two (2) weeks an amount equal to two (2) times the weekly membership dues established by the Bargaining Agent 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 two (2) week period will start with the first full calendar month of full-time and part-time employment to the extent that earnings are available.

7.03 The Employer agrees to remit dues electronically together with a list of employees from whom deductions have been made to the Bargaining Agent by automatic deposits by the fifteenth (15th) day following the end of each calendar month, except for circumstances beyond the Employer's control. In addition, a list of new full-time, new part-time and terminated employees will be provided monthly to the Bargaining Agent. This list will identify the employees by job title, work location and date of hire and address. The remittance statement shall be provided in the form of an email, (epcdues@eastlink.ca), The information provided shall be on a standard spreadsheet in Excel, Quattro or other software program

acceptable and adaptable to the Bargaining Agent. The spreadsheet shall be in a format provided by the Bargaining Agent and the Employer will provide the following information as known to the Employer:

- S.I.N (where authorized by the employee)
- Employee number, if applicable
- 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
- Initiation fees deducted

The list will also advise the Bargaining Agent and the effective date

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

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

7.06 The Employer agrees to provide each new Bargaining Unit employee with a copy of the Collective Agreement and a copy of the Union's membership form. The Bargaining Agent shall be responsible for supplying the Employer with the Union membership forms. The Union Steward will be invited to attend the employee orientation meeting.

ARTICLE 8: APPOINTMENT OF STEWARDS

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

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

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

ARTICLE 9: LEAVE FOR STEWARDS AND ACCESS TO PREMISES

9.01 A Steward shall obtain the permission of their manager before leaving their work to investigate with fellow employees complaints that lie within the jurisdiction agreed to in 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 Bargaining Agent will be granted access to the Employer's premises upon request and following the consent of the Employer. Such request shall be made twenty-four (24) hours in advance to the local Senior Manager. 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. Such access shall not disrupt entity operations.

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

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

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 an accident prevention program. The Employer and the Bargaining Agent recognize that the environment standards are those issued under the *Canada Labour Code* Part II as may be amended from time to time and as interpreted by the Local Occupational Health & Safety Committee.

10.02 It is the responsibility of the employee to observe the safety rules, to wear and use safety equipment according to instructions and to immediately advise their supervisor of any unsafe working conditions. Situations which are not promptly resolved shall be dealt with at the next Joint Safety and Health Committee meeting.

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

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

10.05 An annual allowance of two hundred fifty dollars (\$250) 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 annually upon presentation to the Employer of a valid sales receipt confirming the employee's purchase of the safety footwear.

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 (except for entities such as messes, clubs, or recreation facilities located at CFB Halifax where the nature of the operation necessitates an irregular distribution of hours, unless changes are mutually agreed upon between the employee and the Employer). The Bargaining Agent will be advised prior to any changes being implemented. A week is defined as a period of seven (7) days to fall between 0001 hours Monday morning and 2400 hours the following

Sunday night. This does not constitute a guarantee of hours per day or per week.

11.02 A work schedule shall be posted on the appropriate bulletin board showing the scheduled daily working hours for each employee covered by this Agreement for the following two (2) week period. The schedule will be posted by Thursday of each week. If a schedule is not posted by Thursday, the schedule for the previous week will apply. After Thursday, no changes in schedule for the following week will be made, except where changes are necessary due to circumstances beyond the control of the Employer. Where such changes are necessary, the employee will be given notice as far in advance as possible.

- 11.03
- a. Employees working six (6) consecutive hours or more are entitled to an uninterrupted and un-paid meal period of net less than thirty (30) minutes and no more than sixty (60) minutes. The meal shall be scheduled as close to the mid-point of the work period as possible.
 - b. The meal period in operations that employ only one (1) person shall remain as per past practice unless changes are mutually agreed upon.
 - c. under normal circumstances an employee will not be required to work during their meal period. If due to operational requirements an employee is required to work during their meal period, the employee will be paid for that period at the applicable rate of pay.

11.04 Attendance during Storms or Hazardous Conditions

Definitions

Hazardous conditions

Conditions, often resulting from a storm that may include poor road conditions, poor visibility, power outages, flooding and often result in advisories from traffic authorities or law enforcement on the use of public highways, and/or advisories from police, Emergency Management Office or other agencies.

Storms

Adverse weather conditions such as heavy snowfall, freezing rain, ice, tropical storm, hurricane, or blizzard conditions.

The manager of the affected entity will endeavour to advise employees as soon as possible prior to the commencement of their shift not to report to work.

In the event an entity is closed due to a storm or hazardous conditions, previously scheduled employees will be granted leave with pay for the regularly scheduled work hours for that shift, unless alternate working arrangements have been made with their manager. Employees on preapproved time off prior to the closure day will not be entitled to compensation.

Employees who are at work and are sent home by their manager will be paid for the balance of their scheduled workday at their regular rate of pay.

In the case of a late arrival authorised by the Employer, an employee who reports to work at the rescheduled start time shall be paid their regular rate of pay for the period of the full scheduled shift. In the event the employee does not report to work at the rescheduled start time, they will only be paid for the actual time worked at their regular rate of pay.

The decision to close an entity is the responsibility of the Senior Manager of each entity. It is expected that Managers will act in good faith when responding to all related requests.

11.05

a. Once in every three (3) week period, full-time employees, employed in a continuous operation shall be scheduled two (2) consecutive days off, which shall be either a Friday and a Saturday, Saturday and Sunday or a Sunday and Monday combination. This is a minimum standard and not a maximum. Upon the written request of an employee and with approval of the Employer, this provision may be rendered void.

b. Subject to operational requirements, part-time employees may, once in every four (4) week period, have the option of taking a Friday/ Saturday, Saturday/ Sunday, or Sunday/Monday combination off.

11.06 The Employer agrees that except for the period 1 September to 31 December inclusive, day shift full-time employees will only be required to work two (2) nights per week unless the employee voluntarily chooses to work more than two (2) nights per week.

11.07 Nothing in this Agreement, other than the provisions of Article 11.12 shall be construed as guaranteeing an employee minimum or maximum hours of work.

11.08 Employees shall not be scheduled to work a split shift unless otherwise mutually agreed.

11.09 In the event employees wish to change a shift with another employee in the same job title in the same entity 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 Article 11.02, or any premium pay/overtime, resulting from the shift change.

11.10 Each employee shall be granted a paid rest period of fifteen (15) minutes during each period of work of at least three (3) hours in their normal workday. 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. Employees, who, due to operational requirements cannot take an uninterrupted fifteen (15) minute rest period, will be paid for the fifteen (15) minutes at their regular rate of pay.

11.11 Any member of the Bargaining Unit called into work or called back to work and actually reports shall receive a minimum of three (3) hours pay at the applicable rate of pay for those hours. Employees in the Bargaining Unit shall not be scheduled for shifts of less than three (3) hours unless otherwise mutually agreed.

11.12 Weekly available hours of work within the employees entity shall be scheduled to the most senior employee first and thereafter in decreasing order of 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 the existing hours do not result in the change of status of an employee, and providing the employee is available and willing to work the hours.

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 they 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. However, employees who work a

compressed workweek shall be paid one and one-half (1^{1/2}) times their regular rate of pay for the overtime in excess of forty (40) hours per week. Where an average of one hundred and sixty (160) hours is used for four (4) weeks, overtime shall be paid for all hours worked in excess of one hundred and sixty (160) hours. The four (4) week period corresponds to two (2) consecutive two (2) week pay periods.

12.02 Overtime shall be compensated in money except where on request of an employee and with the approval of the Employer overtime may be compensated in equivalent leave with pay. An employee may only take accumulated compensatory leave up to a maximum of forty (40) hours. All hours worked beyond this maximum will be automatically paid in the affected pay period.

12.03 Overtime shall be offered first to the employee with the most seniority in the entity 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 no employee wishes to work the overtime, the Employer shall assign the work to a junior employee who is capable of performing the work.

12.04 When an employee is required to work seven (7) consecutive days they shall be paid at a rate of pay of not less than two (2) times their regular rate of pay for the seventh (7th) day.

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. 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. A part-time employee who is selected for a full-time position will be credited with half of their part-time seniority.

- 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 full-time or part-time seniority of an employee transferred from one entity 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 as applicable in the new entity. (NOTE: this does not affect entitlement to vacation or sick leave or other benefits which are based on length of employment/service);
- d. Probationary employees shall have no rights under the seniority provision of this Agreement during the probation period outlined in Article 3.01(c). The seniority of a 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 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 entities:

CANEX (CANEX S-24A, CANEX Shearwater Express Mart and Windsor Park)

Shearwater Messes
Officers Mess (Halifax)

Chief and Petty Officers Mess (Halifax)
Junior Ranks Mess (Halifax)
Curling Club
Shearwater Yacht Club
Food Services
Hartlen Point Forces Golf Club
Fitness and Sports Facilities – **Halifax/Shearwater**
Falls Lake Recreation Entity
Community Recreation
Base Accommodations
Shearwater Aviation Museum
Shearwater Arena

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. they voluntarily leave their employment with the Employer;
- b. they are discharged for just cause;
- c. 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;
- d. they have been laid-off for a continuous period of **twelve (12) months**;
- e. they have been laid-off and are recalled to work and fail 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 they had been requested by the Employer, in writing by registered mail **or email**, to return to work. In

order to be eligible for recall from lay-off the employee must provide the Employer with their current mailing address, **email** and telephone number;

- f. they overstay of a period of leave granted by the Employer in accordance with Articles 15 and 16 without securing an extension of such leave;
- g. they are 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 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; and
- h. they are a probationary employee and are rejected on probation.

If a term employee is rehired by the Employer to a position in the Bargaining Unit within twelve (12) months of the date that the employees "term" employment ended, the employee will be credited with one half (0.5) of their term employment period to a maximum of two (2) years for seniority purposes.

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 entity. Employees in the entity shall be selected in accordance with their seniority within the entity. Senior employees have preference over junior employees provided the senior employee has the qualifications, experience, skill and ability to do the job required. (For example, a full-time supervisor will be entitled to bump the junior full-time non-supervisor in the entity; the full-time non-supervisor will be entitled to bump the junior part-time non-supervisor in the entity.)

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 their entity they shall be offered the part-time work provided they have the qualifications experience, skill, and ability to do the work. If they accept the part-time work they shall receive the rate of pay of the job in which they are placed in accordance with their length of service. A full-time employee who accepts or rejects 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.

b. A full-time employee who is given part-time status in accordance with Article 13.04(a) will retain seniority as a full-time employee for 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 the maintenance of all seniority accrued both as a full-time and part-time employee.

13.05 A full-time employee who is laid-off or accepts part-time work in accordance with the provisions of Articles 13.03 and 13.04 may continue the benefits listed in Article 19.02, with the exception of Long-Term Disability Insurance for a period of twelve (12) months. The employee will be responsible for both the employee and Employer share of the premiums.

13.06 Job Vacancies

Subject to the appropriate approvals job vacancies shall be posted within seven (7) days. 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 full-time lay-off list of the entity concerned provided they is of the same classification level or higher than the classification level of the vacant position and provided they have the necessary qualifications experience, skill, and ability, 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 so that qualified and interested employees in the entity may apply. An employee's performance will be judged in accordance with Article 13.08. The vacancy will be filled as follows:
 - (1) by the applicant with the most seniority in the same job title as the vacancy provided, they are capable of performing the work to the satisfaction of the Employer;
 - (2) by the senior applicant in the entity provided they have the qualifications and are capable of performing the work to the satisfaction of the Employer;
 - (3) by applicants in the Bargaining Unit who applied for the position. The successful applicant for the position will be selected in accordance with the provisions of Article 13.13; and
 - (4) 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.

c. if the vacancy is supervisory and cannot be filled in accordance with Article 13.06(a), it is to be posted in accordance with Article 13.07 so that qualified and interested employees may apply. The vacancy will be filled as follows:

- (1) any member of the Bargaining Unit employed in the entity interested in the position will be considered. The successful applicant for the position will be selected in accordance with Article 13.13,
- (2) if there is no qualified or successful applicant within the entity, the Employer will consider any member of the Bargaining Unit who applied for the position. The successful applicant for the position will be selected in accordance with Article 13.13, and
- (3) 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 which cannot be filled from the full-time and part-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-day (5) period, in writing, to the responsible officer named in the poster. The poster shall indicate the job title and description of the job opening, rate of pay, the approximate starting date and the qualifications required.

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 four (4) months for supervisory employees and three (3) months for non-supervisory employees. 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 their former position or to a position equivalent to their former position without loss of seniority.

13.09 Employees selected by competition to fill a vacancy will not be permitted to apply for another position during the assessment period.

13.10 Grievances

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 results.

13.11 Seniority Lists

Separate seniority lists for full-time and part-time employees shall be posted twice a year. The seniority date for each employee shall be considered correct if no objection is made within three (3) weeks of the first day of posting of the initial list on which the employee's name appears. Copies of these seniority lists will be provided to the Bargaining Agent.

13.12 Precedence

A full-time employee shall have preference over a part-time employee in matters of layoff, recall from layoff and promotion, and scheduling of hours and overtime provided the full-time employee has the qualifications, experience, skill, and ability to do the job.

13.13 Selection

Selection of the applicant will be determined by the Employer by considering qualifications, experience, skill, and ability to perform the job. When these considerations are judged relatively equal, the employee with the greatest seniority will be selected.

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. Natal Day
- g. Labour Day
- h. **National Day for Truth and Reconciliation**
- i. Thanksgiving Day
- j. Remembrance Day
- k. Christmas Day
- l. Boxing Day

In the event that the Federal government declares a statutory holiday not listed above, the holiday shall be recognized and will be added to this Article.

14.02 A full-time employee is 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 holiday, unless the absence is due to provable personal injury or illness;
- b. They have been employed with the Employer a minimum of thirty (30) calendar days; and
- c. They are not on an authorized leave of absence without pay.

14.03 A full-time employee who is entitled to a designated holiday and is required to work on that holiday will be reimbursed in the following manner based on the employee's choice of:

- a. paid at the rate of one and one-half ($1\frac{1}{2}$) times their regular rate for the hours worked in addition to their regular rate for the day; or
- b. paid at the rate of one and one-half ($1\frac{1}{2}$) their regular rate for the hours worked and be given a holiday with pay at some other time convenient for them and the Employer. If the holiday cannot be taken within sixty (60) days of the calendar date of the holiday, the employee will be paid for the holiday at their regular rate of pay.

14.04 When a designated holiday falls on a day that is a non-working day for an employee, a full-time employee is entitled to and shall be granted a day off with pay at a time convenient to them and the Employer.

14.05 If a full-time employee is not entitled to a paid designated holiday and they are required to work on a designated holiday they

will be paid at one and one-half (1^{1/2}) times their regular rate of pay for the time worked by them on that day.

14.06 When calculating hours of work, employees entitled to holiday pay shall have that day considered a day worked.

14.07 Part-time employees shall be paid four-point-six percent (4.6%) of their gross regular earning as a designated holiday pay every pay period. If a part-time employee works on a designated holiday, the employee will be paid at a rate of one and one-half times (1^{1/2}x) their rate of pay for the hours worked on that day.

14.08 In the event that entities are open on Christmas day, the Employer will first seek volunteers to work that day. If there are no volunteers the Employer has the right to schedule employees in reverse order of seniority.

ARTICLE 15: VACATION LEAVE

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

Continuous Full-Time Employment

Entitlement

In the 1st year

10 working days

In the 2nd to 6th year

15 workings days

In the 7th to 15th year

20 working days

In the 16th to 17th year

23 working days

In the 18 th to 26 th year	25 working days
In the 27 th year	27 working days
In the 28 th and subsequent years	30 working days

15.02 On termination of full-time 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 hourly rate of pay.

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

15.04 Subject to operational requirements the Employer shall make every reasonable effort to schedule an employee's vacation at a time acceptable to them. In the event that two (2) employees in the same entity request the same or overlapping vacation periods, the request of the senior employee in the entity will be granted. A senior employee will not be subsequently able to request a vacation period previously selected by another employee and whose vacation request was approved by the Employer.

15.05 The vacation schedule shall be posted prior to the vacation period and such vacations shall be granted on the basis of seniority by entity. Employees must submit vacation requests by 31 March of each year. The Employer will finalize, approve, and post the vacation schedule by 30 April of each year. A senior employee will not be able to request a vacation period already selected by an employee whose vacation request was already approved by the Employer. No changes will be made to the schedule once it has been approved, unless changes are mutually agreed upon.

15.06 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.

15.07 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.

15.08 Subject to operational requirements, the Employer may schedule the day prior to the commencement of an employee's vacation period, of five (5) days or more, as the employees' day off for that period.

15.09 When holidays as listed 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.

15.10 If a full-time employee becomes sick while on vacation leave and submits a medical certificate covering the period of sickness, they shall have the vacation for the period covered by the certificate converted to sick leave. The days of vacation have as a result of the sickness shall be re-credited to their vacation record.

15.11 Part-time employees shall be paid vacation pay as follows:

<u>Continuous Part-time Employment</u>	<u>Entitlement</u>
In the 1 st year	4% of yearly gross income
In the 2 nd to 6 th year	6% of yearly gross income
In the 7 th to 15 th year	8% of yearly gross income

In the 16 th to 17 th year	9.2% of yearly gross income
In the 18 th to 26 th year	10% of yearly gross income
In the 27 th year	10.8% of yearly gross income
In the 28 th	12% of yearly gross income

This entitlement shall be paid on a bi-weekly basis effective November 8, 2004.

15.12 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 15.04 will apply to part-time employees, and in cases where operational requirements dictate it is agreed that full-time employees will have preference over part-time employees.

15.13 Vacation Carry Over

Vacation leave shall not be cumulative from year to year under normal circumstances. It is realized that occasionally employee's vacations cannot be taken during the vacation period because of illness, job requirements or other exceptional circumstances. Where in any vacation year, an employee has not used all of the

vacation leave accredited to the employee, the unused portion of the employee's vacation, to a maximum of ten (10) days may be carried over into the following vacation year, subject to approval by the Employer. Such approval shall not be unreasonably withheld. Such days carried over must be utilized by December 31 of the year following the year in which they would be earned.

15.14 For the purpose of calculating vacation leave entitlement, the Employer will recognize any former service in the CAF for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service.

Prior, current or future CAF service earned during any period where the employee also earned or received vacation pay with/from the Employer does not count as qualifying CAF service.

Eligible employees will need to fill the Request for Recognition of Prior Service in Canadian Forces for Vacation Purposes and provide the local Human Resources Office with an acceptable record of their prior service as a former member of the CAF.

Acceptable records includes confirmation of:

- (a) service as a contributor under the *Canadian Forces Superannuation Act*;
- (b) service that has been elected as pensionable service under clause 6 (1) (b) (iii) (C) of the *Public Service Superannuation Act*; or
- (c) service as Reserve Force Class B or C for which (a) and (b) do not apply, that can be validated to the satisfaction of the Employer.

Retroactivity: only employees currently on strength in the Bargaining Unit as of the date of ratification and who qualify will be

credited vacation leave entitlements for the time that was not previously counted.

ARTICLE 16: LEAVE GENERAL

16.01 Sick Leave Plan

- a. **Full time employees shall be entitled to seventeen (17) weeks of paid sick leave (100% salary).**
- b. **Part time may be granted up to a maximum of sixteen (16) hours of paid sick leave per fiscal year.**
- c. **Sick leave may be taken in hourly increments.**
- d. The following conditions govern the entitlement to sick leave:
 - (1) The employee must notify their manager of their absence prior to their regular starting time on the first day of absence or as soon as possible, at which time they will indicate the reason for the absence and the expected date of return.
 - (2) A medical certificate signed by a doctor must be provided for each absence in excess of three (3) working days for part-time employees and five (5) for full-time employees. The Employer reserves the right to require a medical certificate for any period of illness that occurs provided that the employee is advised in writing of the requirement beforehand. Prolonged illness or frequent illness may require additional certificates from a doctor mutually agreed upon.

- (3) An employee on Pregnancy leave in accordance with Article 16.02 will not be eligible for coverage under the sick leave plan.
 - (4) Sick leave is not cumulative from year to year nor does it have any cash value.
- d. The full-time employee's sick leave benefits are reinstated after the employee has returned to work from sick leave for thirty (30) calendar days for the same disability or after the employee has returned to work for seven (7) continuous working days if the disability is for a new cause.

Pregnancy Leave Without Pay

16.02 For clarification, Pregnancy leave only applies to the employee that actually gives birth. An employee has the right to leave without pay in the following circumstances:

- (a) An employee who provides the Employer with a certificate from a qualified health care provider attesting that they are pregnant is entitled to up to seventeen (17) weeks, which leave may commence or earlier than twelve (12) weeks prior to the estimated date of delivery and end to later than seventeen (17) weeks following the actual date of delivery;
- (b) The end of the Pregnancy leave can be extended depending on unique circumstances such as the hospitalization of the newborn. Employee must consult the Canada Employment Insurance program for more information on eligibility and inform their local HR Office if they are approved for another type of leave under the Employment Insurance program.

Pregnancy Leave Allowance

An employee who has been granted Pregnancy leave shall be paid a Pregnancy leave allowance provided they meet the following eligibility requirements:

- (a) They have completed six (6) months continuous employment before the commencement of their Pregnancy leave;
- (b) Following their Pregnancy leave and/or Parental leave, the employee must return to work for a period of time equal to the Pregnancy leave unless the date is modified with the Employer's consent or unless the employee is then entitled to another leave provided for in this Agreement.

An employee who meets the requirements outlined in the above Article, shall receive the Pregnancy leave allowance and the payments will be based on the employee's regular average earnings in a two (2) week period:

- (a) Where the employee is subject to a waiting period before receiving the pregnancy benefits, they are eligible to receive ninety-three percent (93%) of their weekly gross pay;
- (b) For each week that the employee receives a pregnancy benefit under the *Employment Insurance Act*, they are eligible to receive the difference between ninety-three percent (93%) of their weekly gross pay and the pregnancy benefit; and
- (c) Where the employee has received the full fifteen (15) weeks in (b) above and remains on Pregnancy leave without pay, they are eligible to receive the additional week(s) of Pregnancy leave allowance at ninety-three percent (93%) of their weekly gross pay.

Employees who receive the Pregnancy leave allowance but are unable to return to work for the period equal to their Pregnancy

leave allowance, they will be indebted to the Employer for the percentage of the allowance determined pro-rated to the number of weeks worked after their return.

If the employee has been posted to another location due to their spouse being transferred will not be indebted to the Employer for the amount of the Pregnancy leave allowance.

Parental and Adoption Leave without Pay

16.03 Where an employee has or will have the actual care and custody of their newborn child or adopts a child, that employee is entitled to and shall be granted a leave of absence without pay for either:

- (i) A single period of up to thirty-seven (37) consecutive weeks in the fifty-two-week (52) period; or**
- (ii) A single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period;**

The leave period may commence as the employee elects:

- (a) In the case of the employee who gives birth, on the expiration of any leave of absence taken for pregnancy purposes, or on the day the child is born or comes into the employee's care and custody;**
- (b) In the case of the spouse acknowledged on the birth certificate, on the expiration of the employee's pregnancy leave;**
- (c) In the case of adoptive spouses, on the day the child is born or comes in their actual care.**

The combined amount of parental or adoption leave that may be taken by two (2) SNPF employees for parental leave will not exceed sixty-three (63) weeks.

An employee is to give at least four (4) weeks' notice in writing of the intent to take parental or adoption leave and any change in length of leave intended to be taken.

Pregnancy, Parental and Adoption Leave

The employee shall along with the request for pregnancy, parental or adoption leave without pay, notify the Employer in writing of the options concerning their pension and group insurance benefits. If these benefits are to be continued, arrangements will be made for the employee to make the necessary contributions. If an employee elects to continue their pension and/or group insurance benefits during pregnancy, parental or adoption leave, the Employer will continue to pay its applicable share of the premiums and contributions.

An employee will not be entitled to receive pensionable service for any periods of leave in which they have not made pension contributions.

An employee returning from pregnancy, parental or adoption leave 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 pay and benefits unless other arrangements have been agreed to by all parties concerned. If during the period of leave, the pay and benefits of the group to which the employee belongs are changed, the employee is entitled, upon return from leave, to receive the same pay and benefits that the employee would have received had the employee been working when the change occurred.

Length of service and seniority continues to accrue during absences on pregnancy, parental or adoptive leave.

16.04 Bereavement Leave

- a. An employee will be given leave with pay for five (5) days immediately following the death of a member of their immediate family and for one (1) day in the case of a distant relative. In addition, they 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 any one of the following; brother or sister, mother or father (or alternatively stepfather, stepmother, or foster parent), father-in-law or mother-in-law, spouse (including common law spouse resident with the employee), son or daughter (including son or daughter of common-law spouse) stepchild or ward of the employee, grandchildren and grandparents. Distant relatives will be any of the following; brother-in-law or sister-in-law; son-in-law or daughter-in-law, aunt, uncle and spouse's grandparents.
- c. Should the periods mentioned above contain one or more non-working days (for example, Sunday or day off), the employee may claim leave with pay only for the actual days of work they will have missed.
- d. A common-law spouse relationship exists when, for a period of at least one year, an employee has lived with a person publicly represented that person to be their spouse and continues to live with the person as if that person were their spouse.

- e. It is recognised 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 sub-Article 16.10(a) above.
- f. The Employer recognizes that families may take different forms due to a variety of factors such as cultural norms or personal circumstances. The Employer appreciates that the relationships formed under such norms or circumstances are valuable and significant to the Employee. The Employer 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.

16.05 Court Leave

In the event an employee is summoned for jury duty, or 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 witnesses before it; or
- e. before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;

the Employer agrees to make up the difference, if any, between the amount paid to them for witness fees, and the amount they would have earned had they worked on the day they were required to appear as a witness. This does not apply if the employee is excused from witness duty 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 they receive 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 twenty-four (24) months. 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. An employee will not continue to accrue seniority during time spent on leave of absence without pay in excess of two (2) weeks, with the exception of employees on lay-off, or those on leave granted in accordance with Article 16.02. An employee requesting leave of absence without pay shall first use up any accrued vacation leave.

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

16.08 An employee is not entitled to leave with pay or designated holidays that occur during periods they is on leave of absence without pay, under suspension or on layoff.

16.09 Leave for Family Related Responsibilities

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

- (a) To take a dependant 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 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 employees' child in the case of an unforeseeable closure of the school daycare entity.
- (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 fiscal year.**
- (i) **To attend house hunting related to relocation/posting/transfer to another geographical location.**
- (j) The total leave with pay, which may be granted under this Article shall not exceed five (5) working days in any fiscal year.

For the purposes of this Article family is defined as spouse (or common-law spouse resident with the employee), dependent children, grandchildren or any relative permanently residing in the employees' home or with whom the employee permanently resides.

16.10 Paid Personal Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, an 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.

This leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

16.11 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 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 Employer 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.

16.12 Union Training/Education Leave without Pay

An employee shall be granted a leave of absence to attend union training or education activities, subject to Article 16.12. Where the leave of absence is less than two (2) weeks the Employer shall continue to pay its share of benefit premiums, should the employee elect to continue coverage.

16.13 Leave Without Pay for Relocation of Spouse

A full-time or part-time employee whose spouse is being relocated/posted/transferred to another geographical location for work reasons may be granted relocation leave without pay for up to twelve (12) months provided that they meet 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 proof of the spouse's relocation/posting/transfer;
- c. 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);
- d. 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 that they are not successful in obtaining another NPF position at the new location during their leave.
- e. the employee must ensure their previous location has their current contact information; and

An employee may continue group benefits and pension coverage provided the employee pays both the Employer's and their share of contributions. The employee shall, along with the request for relocation leave, notify the Employer in writing of the options concerning the pension and group benefits coverage.

Length of service is retained but does not accrue during the leave period.

If the employee receives an offer of employment at their new location or returns to their original location and is rehired within the twelve (12) month leave period, their reemployment will be treated as continuous service and their relocation leave will automatically end effective the day before the employee starts working in the new position.

16.14 For each routine medical appointment, a pregnant employee will be granted up to three decimal seven five (3.75) hours of reasonable time off with pay.

16.15 Compassionate Care Leave

- (a) Provided that the employee has provided confirmation that they have applied and are eligible to receive Employment Insurance Compassionate Care benefits, a full-time or part-time employee shall be eligible to receive up to six (6) months Compassionate Care Leave without pay.

If an employee elects to keep their pension or insured benefits while on Compassionate Care Leave without pay and pays their portion of the pension contributions and/or benefits premiums, the Employer will continue to pay its portion of the pension contributions and/or benefits premiums.

An employee shall, along with the request for Compassionate care leave, notify the Employer in writing of the options concerning the pension and group benefits coverage.

- (b) An employee returning from Compassionate care leave 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 pay and benefits. If during the period of leave, the pay and benefits of the group to which the employee belongs are changed, 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 change occurred. An employee on leave will be notified in writing if such a change took place.
- (c) Length of service continues to accrue during absences on Compassionate care leave.

16.16 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 Employer 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 Employee 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 Employer 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.

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 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 Employer shall designate a senior representative for the first, second and third 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.

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 those 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, they is not entitled to present the grievance unless they has the approval of and is 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 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 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 employee's 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 employee's 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: PAY

18.01

- a. An employee shall be paid for services rendered at the hourly rate of pay specified in Appendix A for their job title in accordance with the time limits outlined in the pay grid.
- b. An employee shall not be paid less than the greater of the federal or provincial minimum hourly rate of pay.

18.02 When an employee is required in writing by the Employer to temporarily perform the duties of a higher classification in the Bargaining Unit for one (1) or more consecutive working days, they shall be paid as if they has been appointed to that higher classification level for that period from the first (1st) day. In that case, for the period of the acting appointment, the employee shall be paid a rate of pay in pay level of that higher classification that results in a pay increase of at least five percent (5%), or at the last step of that pay level if this results in a pay increase of less than five percent (5%). When an employee is required by the Employer to temporarily perform the duties of a lower classification, they shall be paid the rate of pay for their regular position.

18.03

- a. When an employee is given an acting appointment in writing by the Employer to a CAT I position in a higher

classification outside the Bargaining Unit for less than thirty (30) consecutive days, the employee shall remain a member of the Bargaining Unit and their status and terms and conditions of employment, excluding their pay, shall remain unchanged. For the period of the acting appointment, the employee shall be paid a rate of pay in the pay level of the acting position that results in a pay increase of at least five percent (5%), or at the last step of that pay level if this results in a pay increase of less than five percent (5%).

- b. When an employee is given an acting appointment in writing by the Employer to a CAT I position in a higher classification outside of the Bargaining Unit for thirty (30) or more consecutive days, for the period of the acting appointment the employee will cease to be a member of the Bargaining Unit and their status and terms and conditions of employment shall be those of the acting position. Effective the first day of the acting appointment, the employee shall be paid a rate of pay in the pay level of the acting position that results in a pay increase of at least five percent (5%), or at the last step of that pay level if this results in a pay increase of less than five percent (5%). At the conclusion of the acting appointment, the employee's status and terms and conditions of employment, including their pay, shall revert to those of their substantive position. Notwithstanding the above, during the period of the acting appointment the employee shall continue to accrue their seniority and Union dues shall continue to be deducted from their salary.
- c. When an employee is given an acting appointment in writing by the Employer to a CAT II position for less than thirty (30) consecutive days, the employee shall remain

a member of the Bargaining Unit and their status and terms and conditions of employment, excluding their pay, shall remain unchanged. For the period of the acting appointment, the employee shall be paid the greater of either the salary range minimum of the CAT II position or their substantive salary plus five percent (5%) of the salary range maximum of the CAT II position, without exceeding the salary range maximum.

- d. When an employee is given an acting appointment in writing by the Employer to a CAT II position for thirty (30) or more consecutive days, for the period of the acting appointment the employee will cease to be a member of the Bargaining Unit and their status and terms and conditions of employment shall be those of the acting position. Effective the first day of the acting appointment, the employee shall be paid the greater of either the salary range minimum of the CAT II position or their substantive salary plus five percent (5%) of the salary range maximum of the CAT II position, without exceeding the salary range maximum. At the conclusion of the acting appointment, the employee's status and terms and conditions of employment, including their pay, shall revert to those of their substantive position. Notwithstanding the above, during the period of the acting appointment the employee shall continue to accrue their seniority and union dues shall continue to be deducted from their salary.

18.04 Payments provided under the provisions of Articles 11 (hours of work & call-in, and reporting pay), 12 (overtime), 14 (designated holidays) shall not be pyramided, that is an employee shall not receive more than one (1) compensation for the same service. An employee will be compensated at the highest eligible rate for the service.

ARTICLE 19: CONSULTATION

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

19.02 It is agreed that the following matters will be the 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 20: EMPLOYEE FILES

20.01 After the Employer becomes aware of the occurrence of an alleged act of misconduct, the Employer shall notify the affected employee within ten (10) business days of any potential disciplinary action. Furthermore, the Employer shall proceed with an investigation and imposition of disciplinary measure (if appropriate) without an unreasonable delay. A written copy of all disciplinary actions taken by the Employer regarding the conduct of an employee, which becomes part of an employee's personnel file, will be given to the employee concerned. The Union Representative, or if unavailable, another employee will be present at disciplinary hearings unless the employee requests that the Union Representative or other employee does not attend.

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

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

20.04 Employees shall have access to their employee file provided they give the Employer twenty-four (24) hours written notice.

20.05 An employee's job description shall be supplied to them at the time of hire upon request to the Human Resources Office, or when it is amended. The Employer agrees to review all Bargaining Unit job descriptions for accuracy on a regular basis, and in any event at least once every two (2) years.

ARTICLE 21: CREATION OF A NEW JOB

21.01 When a new job, with duties that differ from existing jobs is created within the Bargaining Unit, the Employer will promptly inform the Bargaining Agent, (usually within two (2) weeks). The job will be evaluated in accordance with the NPF Job Evaluation Program and placed in the appropriate pay category.

21.02 Where the job duties of an existing job change or expand, the parties agree to meet and review with the employee(s) affected.

ARTICLE 22: BULLETIN BOARDS

22.01 The Employer agrees to provide bulletin boards in each entity of each entity 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 Employer.

ARTICLE 23: REST ROOMS

23.01 The Employer agrees to continue to provide existing rest rooms to employees. Employees shall cooperate with the Employer in keeping the rest rooms in a clean and sanitary condition.

ARTICLE 24: UNIFORMS

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

ARTICLE 25: MEETINGS

25.01 Employees who attend meetings called by management shall be compensated as follows:

- a. employees who attend meetings on a work day will be paid for all time spent in the meeting at their regular rate of pay;

- b. employees who are not scheduled to work at the time of the meeting will be paid a minimum of three (3) hours pay at their regular rate of pay, if called in.

ARTICLE 26: CASH SHORTAGES

26.01 Shortages that occur to Non-Public Fund property, stock or cash shall be recovered in accordance with the following:

- a. Employees assigned responsibility for, and who have sole control and access to 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. Any recovery of shortage that occur in situations where two (2) or more employees are assigned responsibility for, and have access to non-public fund property, stock or cash, will be limited to such amounts as can be found to have been caused by a particular employee. Only the employee found responsible will be required to reimburse the Employer for the shortage.
- c. Employees who have been assigned responsibility and control of non-public fund property, stock or cash shall not avoid this obligation to reimburse the Employer for shortages solely because they permitted some other person access to the NPF property, stock or cash; and
- d. The Employer reserves the right to implement disciplinary action, including suspension or discharge, in circumstances where a particular employee has consistently demonstrated an inability to safeguard the Employer's interests and assets. Any disciplinary action

will be subject to the normal grievance and adjudication procedure.

ARTICLE 27: SEVERANCE PAY

27.01 Full-time and part-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 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 control are:

- a. permanent closing of a entity;
- b. reduction of the work force; and
- c. reorganization.

27.02 Severance pay entitlements for full time and part time employees shall be as follows:

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.

27.03 Notice or salary in lieu of notice shall be as follows:

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

ARTICLE 28: GENERAL

Official Texts

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

ARTICLE 29: DURATION OF AGREEMENT

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

Implementation of Collective Agreement

This letter will confirm the following understanding reached during recent Collective Agreement negotiations between the Employer, Staff of the Non-Public Funds, Canadian Forces and the United Food and Commercial Workers Union, Local 864:

It is the intention of the Employer to implement the terms of the Agreement the Monday following ratification by the Union membership.

29.02 This Agreement shall expire on **31 March 2025**.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT

Signed this 16th day of August, 2024

For the Union:

Signed by:



17D255B45476493...
Craig Farrell
Union Representative
UFCW Local 864

For the Employer:



42B46DD7F5E24B1...
Ian Poulter
Chief Executive Officer
Staff of the Non-Public Funds
Canadian Forces

Signed by:



42B46DD7F5E24B1...
Andrea Kelly
Senior Labour &
Employment Relations Officer
Staff of the Non-Public
Funds Canadian Forces

APPENDIX "A" - PAY NOTES

- A. Effective April 1, 2022, the appropriate pay grid outlined at Appendix B will be put into effect. **Employees actively on strength on the date of ratification and all former employees who ceased working for the Employer after March 31, 2022, due to the posting of a military family member to another military facility shall receive full retroactive pay to March 31, 2022, for all hours worked and/or paid. Employees actively on strength as of the date of ratification** 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.
- B. Effective April 1, 2023, the appropriate pay grid outlined in Appendix B will be put into effect. 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.
- C. Effective April 1, 2024, the appropriate pay grid outlined in Appendix B 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.
- F. 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).

G. Minimum Wage Adjustment

In the event that the federal or provincial minimum wage increases during the life of the Agreement results in the Pay Band 1 Start Rate of the grid in effect at the time of the change falling below the federal or provincial minimum wage, 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.

Minimum wage adjustment grid formula

DATE OF MINIMUM WAGE INCREASE	START	END PROB	12 MOS	24 MOS	36 MOS
1	MW	PB1 SR+1.5%	PB1 SR+3%	PB1 SR+6%	PB1 SR+9%
2	PB1 SR+1%	PB2 SR+1.5%	PB2 SR+3%	PB2 SR+6%	PB2 SR+9%
3	PB2 SR+1%	PB3 SR+1.5%	PB3 SR+3%	PB3 SR+6%	PB3 SR+9%
4	PB3 SR+1%	PB3 3M+1%	PB3 12M+1%	PB3 24M+1%	PB3 36M+1%
5	PB4 SR+1%	PB4 3M+1%	PB4 12M+1%	PB4 24M+1%	PB4 36M+1%
6	PB5 SR+1%	PB5 3M+1%	PB5 12M+1%	PB5 24M+1%	PB5 36M+1%
7	PB6 SR+1%	PB6 3M+1%	PB6 12M+1%	PB6 24M+1%	PB6 36M+1%
8	PB7 SR+1%	PB7 3M+1%	PB7 12M+1%	PB7 24M+1%	PB7 36M+1%

APPENDIX B – PAY GRIDS

April 1-22	START	3 MOS	12 MOS	24 MOS	36 MOS
1	\$17.23	\$17.49	\$17.75	\$18.27	\$18.79
2	\$17.41	\$17.67	\$17.93	\$18.45	\$18.97

3	\$17.57	\$17.84	\$18.10	\$18.63	\$19.16
4	\$17.75	\$18.02	\$18.29	\$18.82	\$19.35
5	\$18.75	\$19.03	\$19.31	\$19.88	\$20.44
6	\$19.00	\$19.29	\$19.57	\$20.14	\$20.71
7	\$19.30	\$19.59	\$19.88	\$20.46	\$21.95
8	\$19.60	\$19.89	\$20.19	\$22.98	\$24.86

April 1-23	START	3 MOS	12 MOS	24 MOS	36 MOS
1	\$17.75	\$18.02	\$18.28	\$18.82	\$19.35
2	\$17.93	\$18.20	\$18.46	\$19.01	\$19.54
3	\$18.10	\$18.38	\$18.65	\$19.19	\$19.73
4	\$18.28	\$18.56	\$18.84	\$19.38	\$19.94
5	\$19.31	\$19.60	\$19.89	\$20.47	\$21.05
6	\$19.57	\$19.86	\$20.16	\$20.74	\$21.33
7	\$19.88	\$20.18	\$20.48	\$21.07	\$22.60
8	\$20.19	\$20.49	\$20.79	\$23.67	\$25.60

April 1-24	START	3 MOS	12 MOS	24 MOS	36 MOS
1	\$18.29	\$18.56	\$18.83	\$19.38	\$19.93
2	\$18.47	\$18.75	\$19.02	\$19.58	\$20.13
3	\$18.65	\$18.93	\$19.21	\$19.77	\$20.33
4	\$18.83	\$19.12	\$19.41	\$19.97	\$20.54

5	\$19.90	\$20.19	\$20.49	\$21.09	\$21.69
6	\$20.16	\$20.46	\$20.77	\$21.37	\$21.98
7	\$20.48	\$20.79	\$21.09	\$21.71	\$23.29
8	\$20.80	\$21.11	\$21.42	\$24.39	\$26.37

Letter of Understanding #1

Displacement of Full Time Employees

This letter will confirm the following understanding reached during recent Collective Agreement negotiations between the Employer, Canadian Forces Base Halifax (including 12 Wing Shearwater), and the United Food and Commercial Workers Union, Local 864:

The Employer agrees that non-Bargaining Unit employees shall not be used to such an extent that it results in the displacement of full-time Bargaining Unit employees.

Should any changes to existing NPF positions become necessary during the term of this Agreement and such changes result in the displacement of employees, the Employer agrees to meet with the Bargaining Agent to discuss alternate employment prior to any change coming into effect.

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

Letter of Understanding #2

Available Additional Hours

This letter will confirm the following understanding reached during recent collective agreement negotiations between the Employer, Canadian Forces Base Halifax (including 12 Wing Shearwater), and the United Food and Commercial Workers Union, Local 864:

Employees in the Bargaining Unit who request additional hours shall be offered any available additional hours within their job titles, in their entity based on their seniority, provided the additional hours do not result in overtime and do not conflict with existing schedules and do not result in a change of status of employees.

Available additional hours are defined as those not scheduled to be worked on a regular and recurring basis.

Employees shall not be able to get out of hours already scheduled or limit their availability by reason of claiming additional hours. If employees cannot work the additional hours claimed then they forfeit all rights to the hours.

With respect to mess dinners and mess functions, **where operations permit**, Bargaining Unit employees of the applicable mess will be given first opportunity to work the dinners/functions. This does not apply to volunteer workers.

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

Letter of Understanding #3

Hours Averaging

This letter will confirm the following information provided during recent Collective Agreement negotiations between the Employer, Canadian Forces Base Halifax (including 12 Wing Shearwater), and the United Food and Commercial Workers Union, Local 864:

Where the nature of an operation necessitates an irregular distribution of hours (e.g. where an employee could work extended hours one day and none the next), normal hours of work may be determined by averaging over a period of consecutive weeks. At CFB Halifax the averaging method is utilized in some messes, clubs and facilities.

This averaging method is based over a four (4) week period.

For the purposes of calculating over time, any hours worked over one hundred and sixty (160) hours during the averaging period, will be paid as overtime.

Calculation of entitlement for leave with pay or non work holiday pay, for employees who do not regularly work the full forty (40) or thirty-seven and a half (37.5) hours per week, as applicable, it is necessary to prorate:

- Prorating is the average weekly hours of work over the preceding two (2) pay periods as a proportion of the number of hours in the full work week. For example, an employee who works 35 hours, 40 hours, 33 hours and 32 hours in the past four (4) weeks, the average weekly hours are 35 (i.e. $35+40+33+32 = 140$ hours/4 weeks = 35 per week or seven (7) hours per day.
- If an employee submits a total number of hours on a leave form, these hours will be converted into days, with a day not exceeding eight (8) hours.

Example: If an employee submits a leave form for 12 hours, $1\frac{1}{2}$ days would be deducted from their vacation balance. (i.e. $12 \text{ hrs}/8 \text{ hrs} = 1\frac{1}{2}$ days)

Sick leave: When an employee who has an irregular distribution of hours during their work week, is off due to illness, they will be paid for the hours for which they were scheduled.

If an illness continues over an extended period of time, then it would become necessary to calculate the average weekly hours of work. This would be done by prorating the average weekly hours over the two (2) pay periods preceding the occurrence of the illness.

This letter of information will not form part of the Collective Agreement.

Letter of Understanding #4

Employees who receive the Pregnancy leave allowance but are unable to return to work **for** the period of time outlined in Article 16.08 (b) due to circumstances that, in the opinion of the Employer, are beyond the control of the employee, will not be indebted to NPF for the amount of the Pregnancy leave top up allowance paid out. The Employer shall not act in an arbitrary or discriminatory manner in its assessment of the employee's situation.

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

Letter of Understanding #5

The Union Representative and the Human Resources Manager shall meet every six (6) months and review the number of casuals utilized at CFB Halifax.

Letter of Understanding #6

This letter of understanding will confirm that the Base info telephone line **and CFB Halifax social media platforms** can be accessed for information on Base closures in the event of weather conditions or other incidents that cause the Base to cease operations.

CFB Halifax	902 721 8325
12 Wing Shearwater	902 720 1305

Letter of Understanding #7

Multiple Employment

The parties agree to the following:

1) With the approval of the managers of the applicable entities and subject to the conditions of this letter of understanding, interested and qualified employees within the Bargaining Unit can engage in multiple employment by applying for a casual position different from their substantive position.

2) A Bargaining Unit member who applies for a casual position must identify to the hiring manager, and to the manager of their substantive position, that **they are** seeking multiple employment pursuant to the terms of this letter of understanding. The approval of both said managers will be required before the applying Bargaining Unit member will be granted an interview for the sought casual position.

3) The parties agree that the purpose of this Agreement is to allow employees the ability to work additional hours for the Employer in a casual position (herein referred to as “the second position”) 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 casual position will not be included in the determination of the employee's status.
- b. The employee will have no seniority in the casual position nor will the time worked in the casual position be used to calculate the employee's seniority within the Bargaining Unit or the applicable entity(s).
- c. There must not be a conflict between the work schedules of the employee’s substantive position and the employee’s casual 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 casual position, the employee shall be paid the rate of pay associated with the casual 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 job will be excluded from the calculation of the employee's pensionable earnings or pensionable service, the determination of the employee's insured benefits (for e.g. Group Life Insurance or LTD coverage), and the determination of the employee's other benefits or entitlements (including but not limited to Worker's Compensation benefits, 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 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.
- f. The employee is not entitled to take paid leave from the second position.
- g. The employee may not receive two (2) types of pay for the same hours of work (for 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.

In the event the employee is subject to any disciplinary action, subject to the provisions of Article 20.02 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.

Letter of Understanding # 8 - Union Education and Training Trust Fund.

The Employer shall contribute three hundred dollars (\$300.00) each year of the collective agreement to Local 864's Union Education and Training Trust Fund.

Letter of Understanding # 9 – Employee Usage of Personal Vehicle

- 1. Employees who are asked by the Employer to use their personal vehicle for work related duties have the right to refuse to do so unless it is a specific requirement of their work duties as stated in their Job Description.**
- 2. Employees who have received written authorized permission from the Employer to use their personal vehicle for work related duties must complete a mileage claim form and shall be reimbursed at the prevailing kilometric rate as published on the Employer website under Mileage and Meal Rate Tables.**
- 3. Employees who use their personal vehicle for work related duties are solely responsible for informing their personal insurance provider that they are using their personal vehicle for occasional business use. In such**

circumstances, the employee shall be responsible for paying any additional insurance premium costs incurred.

This letter will not form part of the Agreement.