



COLLECTIVE AGREEMENT

BETWEEN

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

AND

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175**

TERM

NOVEMBER 4, 2023 – NOVEMBER 3, 2026

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COLLECTIVE AGREEMENT

**BETWEEN: HIS MAJESTY IN RIGHT OF CANADA AS REPRESENTED BY THE STAFF OF THE
NON-PUBLIC FUNDS
CANADIAN FORCES BASE NORTH BAY
GROUP: OPERATIONAL CATEGORY (ALL EMPLOYEES)
(hereinafter called “the Employer”)**

**AND: UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175
(hereinafter called “the Union or the Bargaining Agent”)**

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

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the United Food and Commercial Workers Canada, Local 175, certified by the Public Service Labour Relations Board on 19 March 1985, as exclusive Bargaining Agent for all employees of the Employer in the Operational Category employed at the Canadian Forces Base at North Bay in Ontario save and except managers/category II employees.

ARTICLE 3 – INTERPRETATION AND DEFINITIONS

- 3.01 For the purpose of this Agreement:
- (a) Full-time Employee means an employee who has completed their probationary period and is normally employed for thirty-two (32) or more hours per week.

- (b) Part-time Employee means an employee who has completed their probationary period and is normally employed on a continuing basis for more than thirteen and one third (13 ⅓) 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. Probationary employees shall have all the entitlements accorded in this Agreement to “Full-Time Employees” or “Part-Time Employees” (whichever is appropriate) unless expressly stated otherwise and except for entitlements that are necessarily inconsistent with their status as probationary employees. The probationary period shall normally not exceed:
 - 1. Supervisory: four (4) calendar months.
 - 2. Non-supervisory: three (3) calendar months.

In circumstances where an employee has not successfully passed their probationary period, the Employer and the Bargaining Agent may agree to extend the probationary period.

In this Agreement, expressions referring to employee or the masculine or feminine gender are meant for all employees, regardless of gender.

3.02

Definitions

- (a) “Bargaining Agent” means the United Food and Commercial Workers (UFCW), Local 175.
- (b) “Continuous service” means the duration of uninterrupted employment with the Employer.
- (c) “Employee” means anyone who is a member of the Bargaining Unit.
- (d) “Employer” means the Staff of the Non-Public Funds, Canadian Forces operating as the Canadian Forces Morale and Welfare Services.
- (e) “Steward” is defined as an elected frontline representative of the Union. Their duty is to give the unionized employee advice based on the Collective Agreement, and support for first level grievance.
- (f) “Union Representative” is an employee of the Union who is representative of the Union members.
- (g) “Union” means the United Food and Commercial Workers, Local 175.

- 3.03 The terms of this Agreement shall apply to and only to full-time and part-time employees except where otherwise specifically stated.
- 3.04 Notwithstanding the provisions of Article 3.01 (a), a part-time employee relieving a full-time employee absent due to illness, vacation or any other leave of absence for a period of six (6) months or less will not be considered a full-time employee for the purpose of this Agreement. If a part-time employee relieves a full-time employee for a continuous period in excess of six (6) months they will become a full-time employee and their seniority as a full-time employee will date back to their first day so employed.
- 3.05 Official Texts – Both the English and French texts of this Agreement shall be official.

ARTICLE 4 – STATE SECURITY

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

ARTICLE 5 – MANAGERIAL RIGHTS

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

- (a) To plan, direct and control operations; to determine methods, processes, equipment and other operating matters; to determine the location of facilities and the extent to which these facilities or parts thereof shall operate;
- (b) To direct the working forces including the right to decide on the number of employees, to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline employees including suspension and discharge for just cause;

and it is expressly understood that all such rights and responsibilities not specifically covered or modified by this Agreement shall remain the exclusive rights and responsibilities of the Employer. Such rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.

- 5.02 New employees may be released during their probationary period for cause. The Employee shall have access at the third level of the grievance procedure but may not refer a grievance to adjudication.

ARTICLE 6 – FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

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

ARTICLE 7 – CHECK-OFF

- 7.01 Subject to the provisions of this Article, the Employer will deduct, as a condition of employment, an amount equal to the bi-weekly membership dues established by the Bargaining Agent from the pay of all employees in the Bargaining Unit. Where an Employee does not have sufficient earnings in respect of any bi-weekly period to permit deductions, the Employer shall not be obligated to make such deductions from subsequent salary.
- 7.02 For the purpose of applying Article 7.01, deductions from pay for each Employee in respect of each bi-weekly period will start with the first bi-weekly payroll period of employment to the extent that earnings are available.
- 7.03 The Employer agrees to remit dues together with a list of Employees from whom deductions have been made as identified in Article 7.06 to the Union, by e-mail, at its e-mail address remit@ufcw175.com by the fifteenth (15th) day following the end of two (2) consecutive payroll periods, except for circumstances beyond the Employer's control.
- 7.04 The total Union dues deducted will appear on the T4 forms.
- 7.05 The Employer shall remit to the Bargaining Agent, within fifteen (15) calendar days following date of hire the United Food and Commercial Workers Union Membership Application Form signed by the new employee. Further, the Employer shall collect membership initiation fees as may be established by the Bargaining Agent and forward application forms and such fees to the Bargaining Agent with the regular monthly dues remittance.
- 7.06 The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail (remit@ufcw175.com) being attached to the remittance cheque. The information provided shall be on a

standard spreadsheet in Microsoft Excel or other similar software program acceptable and adaptable to the Bargaining Agent. The spreadsheet will be in a format provided by the Bargaining Agent and the Employer will provide the following current information, as known by the Employer.

1. S.I.N. (where authorized by the employee)
2. Employee number, if applicable
3. Full name (Last/First/Initials)
4. Full address, including City and Postal Code
5. Home Telephone number (including area code)
6. Mobile Telephone Number (including area code)
7. Email Address
8. Date of hire
9. Rate of pay
10. Classification
11. Full-time or part-time designation
12. Union dues deducted (or the reason a Deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting.
13. Total dues deducted
14. Back dues owing
15. Vacation pay breakdown of dues owing (when requested)
16. Initiation fees deducted
17. Total initiation fees deducted
18. The list will also advise the Bargaining Agent of all employee terminations and the effective date.

7.07 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.

7.08 The Bargaining Agent shall provide the Employer with thirty (30) days written notice of any increase or decrease in the amount of dues to be deducted from the Bargaining Unit employees.

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.

- 8.02 The Bargaining Agent shall determine the jurisdiction of each Steward, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure.
- 8.03 The Bargaining Agent shall notify the Employer promptly, within ten (10) business days and in writing of the names and jurisdiction of its Stewards whenever changes are made.
- 8.04 The Employer will recognize a negotiating committee consisting of not more than three (3) Bargaining Unit members as selected by the Bargaining Agent as well as representatives of the Bargaining Agent.

ARTICLE 9 – REPRESENTATION

- 9.01 A Steward shall obtain the permission of their manager before leaving their work to investigate complaints that lie within the jurisdiction agreed to in Article 8, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the Steward shall report back to 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 a representative 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 Employer or its delegate. The purpose of such access is to be for the observance of working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented. Such access shall not cause disruptions to outlet operations.
- 9.04 The Bargaining Agent may be permitted, subject to availability, to utilize the Employer's premises and facilities to conduct meetings of the employees provided:
 - (a) The meeting is attended by employees outside their working hours; and
 - (b) The Employer is advised within fifteen (15) calendar days prior to the meeting date.

The Bargaining Agent shall ensure the 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 Within thirty (30) days of hire, new employees will be allowed fifteen minutes to meet, one-on-one, with a Union Representative for the purpose of informing the employee of the existence of the Union and its role in the workplace.
- 9.06 When an Employee is on approved leave for Union business, their pay shall continue as normal and any time spent on Union leave where authorized by the Union shall be billed to the Union.
- 9.07 Negotiating Committee Wages
- (a) Upon written request from the Union, the Employer shall grant leave of absence to two (2) employees, one per outlet, for the purpose of collective bargaining with the Employer.
 - (b) Negotiation Preparation Leave: Upon one (1) weeks' notice, in writing from the Union, the Employer shall grant one (1) day off without pay to the Union Bargaining Committee for the purpose of negotiation preparations.
 - (c) Ratification Meeting Leave: Upon one (1) weeks' notice, in writing from the Union, the Employer shall grant one (1) day off without pay to the Union Bargaining Committee for the purpose of attending the Ratification Meeting(s).
 - (d) Reviewing Final Collective Agreement Leave: Upon one (1) weeks' notice, in writing from the Union, the Employer shall grant one (1) day off without pay to the Union Bargaining Committee for the purpose of reviewing the final collective agreement document before signature.
 - (e) The time off with pay in Articles 9.07 (c), (d), and (e) shall be considered as hours worked.
- Negotiations
- 9.08 It is agreed and understood that the Employer and the Union will incur the cost of production and distribution of the Collective Agreement on an alternating basis. The production of this Agreement will be the responsibility of the Union.
- 9.09 The Employer shall pay fifty percent (50%) of the cost of the meeting rooms for all negotiations.
- 9.10 The Employer agrees to provide bulletin boards at a place accessible to the employees for the use of the Bargaining Agent to post notices of interest to its members.

- 9.11 The posting of notices regarding Bargaining Agent meetings, names of Stewards, social and recreational events will not require the approval of the Employer.

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 bears the primary responsibility for ensuring that safe conditions prevail within the workplace and shall take appropriate and effective measures, both preventative and corrective, to protect the health and safety of all employees.
- 10.02 The Employer and the Union agree that Part II of the *Canada Labour Code*, and the Canada Occupational Health and Safety Regulations as amended from time to time, with all rights, functions, powers, privileges and obligations as defined under the Code/Regulations, shall apply.
- 10.03 Members of the Bargaining Unit who attend safety meetings called by the Employer shall be paid for all such time under the terms of the Collective Agreement.
- 10.04 The Employer agrees to maintain adequate heat in all of its places of operation and shall not require an Employee to work under unsafe conditions.
- 10.05 It is the responsibility of the Employee and the Employer to observe the health and safety regulations that are applicable in the workplace and to ensure that the safety equipment that is available is being worn and/or used properly. In addition, it is the responsibility of both the Employer and employee to immediately advise of any unsafe working conditions.

ARTICLE 11 – HOURS OF WORK

- 11.01 The normal hours of work for full-time Employees shall not exceed eight (8) hours in a day and forty (40) hours in a week exclusive of unpaid meal periods. The normal hours of work for part-time employees shall not exceed eight (8) hours in a day and shall be less than thirty-two (32) hours per week. A week shall include a period of seven (7) consecutive days starting at 0001 hours Monday morning and ending the following Sunday night at 2400 hours. This shall not be construed as guaranteeing an Employee minimum or maximum hours of work per day or week.
- 11.02 Once in every three (3) week period, full-time employees shall be scheduled two (2) consecutive days off, which shall be either a Friday and a Saturday, a Saturday and a Sunday, or a Sunday and a Monday combination. This is a minimum standard and

not a maximum. This requirement may be waived by mutual consent. The Employer agrees to endeavour to schedule employees off a Saturday/Sunday combination once in every third week period subject to operational requirements.

- 11.03 (a) A work schedule shall be posted in each outlet by each Thursday noon showing the scheduled daily working hours for each employee covered by this Agreement for the following two (2) week period. The schedule posted for the second week shall be tentative and subject to finalization by the Employer by noon of the Thursday preceding that week. If a schedule is not posted by Thursday noon, the schedule for the previous week will apply.
- (b) No change shall be made in such schedule except for circumstances beyond the control of the Employer. In this instance, the change in schedule would apply to the area of the operation where the problem arose and affect only those employees. When such changes are necessary the employees will be given notice as far in advance as possible.
- (c) The Employer shall forward to the Bargaining Agent or Steward a copy of the schedule as posted for each outlet when requested.
- 11.04 Employees shall provide their availability at least five (5) days prior to the schedule being posted.
- 11.05 Meal periods are unpaid and shall be provided as follows:
- (a) Employees working five (5) consecutive hours or more are entitled to an uninterrupted meal period of not less than thirty (30) minutes, and no more than sixty (60) minutes. The meal period shall be scheduled as close to the midpoint of the work period as possible.
- (b) The meal period in operations that employ only one (1) person shall remain as per past practice unless changes are mutually agreed upon.
- 11.06 Each employee shall be granted a rest period of fifteen (15) minutes during each period of work of three and one half ($3\frac{1}{2}$) hours in their normal work day, except in those operations which normally employ only one person the rest period shall remain as per past practice unless changes are mutually agreed upon. Rest periods shall not be allocated within one (1) hour of a meal period or within one (1) hour of starting or quitting time.
- 11.07 Employees in the Bargaining Unit who request additional hours shall be offered any available additional hours within their job titles, in their outlet based on 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, do not

conflict with existing schedules and the additional hours do not result in the change of status of an employee. Available additional hours are defined as those scheduled to be worked on a regular and recurring basis by casual employees or hours, which become available due to scheduled absences of Bargaining Unit employees. If employees cannot work the additional hours claimed then they forfeit all rights to the hours.

- 11.08 No full-time employee shall be scheduled to work a split shift unless otherwise mutually agreed.
- 11.09 There shall be a minimum of ten (10) hours from the time the employee concludes one (1) scheduled work shift and commences the next scheduled work shift, unless otherwise mutually agreed.
- 11.10 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.

- (a) The manager of the affected outlet will endeavor to advise employees as soon as possible prior to the commencement of their shift not to report to work.
- (b) In the event an outlet 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 pre-approved time off prior to the closure day will not be entitled to compensation.
- (c) 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.
- (d) In the case of a late arrival authorized 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.

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

11.11 Senior employees shall not be scheduled to work less hours than junior employees in the same job title in the same outlet, provided they are available and able to work the hours required.

11.12 In the event an employee wishes to change a shift with another qualified employee, they shall first submit such request in writing to the supervisor. Should the request be granted, the Employer shall not be liable for any claims of non-compliance with the Collective Agreement nor for any premium pay or overtime resulting from the shift change. Any such request for a shift change shall not be unreasonably denied.

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

11.14 Employees scheduled, called in or called back to work and who actually report shall receive a minimum of four (4) hours pay at the applicable rate of pay for those 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.

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

Notwithstanding the provisions of this Article, leave earned under this Article in one calendar year shall not carry over to a future calendar year. Any outstanding leave after this period will be paid out in equivalent cash.

12.03 Overtime shall be offered first, to the Employees with the most seniority on the shift in the outlet which requires the overtime work, and thereafter in decreasing order of seniority, provided the employee is in the job category for the nature of the work required and is capable of performing the work. If no Employee wishes to work the

overtime, the Employer shall assign the work to a junior employee who is capable of performing the work.

ARTICLE 13 – SENIORITY

13.01 Definitions:

- (a) Full-time seniority shall be defined as the total length of continuous full-time employment in the Bargaining Unit covered herein. An employee's seniority as a full-time employee shall date from the employee's first day of continuous full-time work in the Bargaining Unit.
- (b) Part-time seniority shall be defined as the total length of continuous part-time employment in the Bargaining Unit covered herein. An employee's seniority as a part-time employee shall date from the employee's first day of continuous part-time work in the Bargaining Unit.
- (c) 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 as appropriate.
- (d) The Bargaining Unit shall be divided into the following operations called outlets:
 - Messes
 - Museum
 - CANEX Express Mart
 - Fitness and Wellness Centre

13.02 Where two (2) or more employees on a seniority list have the same first day of paid employment, the seniority ranking for those employees will be determined as follows:

- (a) The names of the employees tied will be drawn by a lot conducted jointly by the Parties and listed in the order that they are drawn.
- (b) This procedure will be applied only on the first occasion of the tie coming into existence.
- (c) A Steward shall be present during this process.

- 13.03 A full-time employee given part-time status in accordance with Article 13.07 of this Agreement will retain seniority as a full-time employee for twelve (12) months. At the end of this period the full-time employee will be given the choice of accepting severance pay and termination of employment or conversion to part-time status with the maintenance of all seniority accrued both as a full-time and part-time employee.
- 13.04 Part-time employees who are selected for a full-time position with the Employer will be credited with fifty percent (50%) of their part-time seniority to a maximum of two (2) years towards the full-time position.
- 13.05 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) They have been laid-off for a continuous period of twelve (12) months;
 - (d) 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, and e-mail, 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 and telephone number and e-mail, if applicable;
 - (e) They overstay a period of leave granted by the Employer in accordance with Articles 15 and 16 without securing an extension of such leave; and
 - (f) They absent them self 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.
- 13.06 The change of employment status from full-time to part-time in accordance with Article 13.07, lay-off and recall from lay-off shall be by outlet. Employees in the outlet shall be selected in accordance with their seniority within the Bargaining Unit. Senior employees have preference over junior employees provided the senior employee has the experience, ability, and skill to do the job required.
- 13.07 When a full-time employee is laid off in accordance with Article 13.06 and there is part-time work available in their outlet they shall be offered the part-time work

provided they are able and qualified to perform the work. If the employee accepts the part-time work they shall receive the rate of pay of the job in which they are placed. A full-time employee who accepts part-time work shall be retained on the lay-off list and shall be eligible for recall to a full-time position for a period of twelve (12) months in accordance with the provisions of this Article.

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

- (a) The vacancy will be offered, on the basis of seniority, to any employee on the lay-off list of the outlet concerned provided they are of the same classification level or higher than the classification level of the vacant position and provided they have the necessary qualifications, experience, ability, and skill 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 as per Article 13.08 (a), it is to be posted in accordance with Article 13.09. If any qualified and interested employees in the outlet apply for the vacancy, the applicant with the most seniority in the outlet will be given the job provided the applicant's job title and classification level is the same as the vacant position and is capable of performing the work to the satisfaction of the Employer;
- (c) If the vacancy cannot be filled in accordance with Article 13.08 (a) or (b), members of the Bargaining Unit employed in the outlet who applied for the position will be considered. The successful applicant for the position will be selected in accordance with Article 13.09;
- (d) If there is no qualified or successful applicant within the outlet, the Employer will consider members of the Bargaining Unit who applied for the position. The successful applicant for the position will be selected in accordance with Article 13.09; and
- (e) If the Employer determines that there is no qualified or successful applicant within the Bargaining Unit, the Employer may hire someone from outside the Bargaining Unit. The Employer determinations in sub-paragraphs (b), (c) and (d) above are subject to review by the Grievance and Adjudication provisions of the Agreement.

13.09 Vacancies that cannot be filled in accordance with Article 13.08 (a) will be posted for a total of five (5) working days. Members of the Bargaining Unit interested in the position may apply, in writing, during this five (5) day period to the responsible officer named in the poster.

- 13.10 Applicants will be selected in accordance with the order of precedence outlined in Article 13.05 (b), (c) and (d). The poster shall indicate the job title and description of the job opening, rate of pay, the approximate starting date and the qualifications required. Except for vacancies filled in accordance with the provisions of Article 13.05 (a) or (b), selection of the successful applicant will be determined by the Employer by considering qualifications, experience, skill, and ability to perform the job. When these considerations are judged equal the employee with the greatest seniority will be selected.
- 13.11 Only an employee who applied for a vacancy and was not selected may submit a grievance concerning any determination made by the Employer regarding the filling of the vacancy. The grievance must be submitted within the five (5) working days following the day on which the candidates were advised of the results.
- 13.12 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 positions and three (3) months for non-supervisory positions. 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 should the employee not wish to continue in this 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.
- 13.13 An employee's seniority will continue to accrue during any period of absence or lay-off.
- 13.14 Separate seniority lists for full-time and part-time employees shall be provided to the Bargaining Agent annually. The list will be by outlet, one for full-time and one for part-time and will contain employee's full name, job title and seniority date.
- 13.15 A full-time employee in the outlet shall have preference over a part-time employee provided the full-time employee has the qualifications, experience, skill, and ability to do the job.
- 13.16 In this Article, the Employer is to be the judge of qualifications, experience, skill, and ability but agrees that such decisions will not be made in an arbitrary or discriminatory manner.
- 13.17 For the purpose of this Agreement the term "qualifications" where used in the Collective Agreement shall deem to be defined as the following: Job requirements in terms of training, education, experience, or equivalency, as necessary for the position, or as required by legislation.

ARTICLE 14 – DESIGNATED HOLIDAYS

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

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

14.02 (a) A full-time employee is entitled to designated holidays with pay listed in Article 14.01 when: the employee works their scheduled day before and their scheduled day after the designated holiday unless the absence is due to personal injury or illness or other reasons satisfactory to the Employer;

(i) The employee is not on an authorized leave of absence without pay.

(b) Part-time employees shall be paid four point six percent (4.60%) of gross regular earnings as designated holiday pay every pay period. If a part-time employee works on that day, the employee will be paid at a rate of one and one half (1½) times their rate of pay for the hours worked on that day.

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

(a) Paid at the rate of one and one-half (1½) times their regular rate for the hours worked in addition to their regular wages for the day; or

(b) Paid at the rate of one and one-half (1½) times their regular rate for the hours worked and be given a holiday with pay at some other time convenient to them and the Employer.

- 14.04 If a full-time employee is not entitled to a paid designated holiday and the employee is required to work on a holiday they must be paid at one and one-half (1½) times their regular rate.
- 14.05 When a designated holiday falls on a day that is a non-working day for a full-time employee, the employee is entitled to and shall be granted a day off with pay at a time convenient to the employee and the Employer.

ARTICLE 15 – VACATION LEAVE

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

<u>Continuous Full-time Employment</u>	<u>Entitlement</u>
• In the 1 st year:	10 working days
• In the 2 nd to 6 th years:	15 working days
• In the 7 th to 15 th years:	20 working days
• In the 16 th and 17 th years:	23 working days
• In the 18 th to 26 th years:	25 working days
• In the 27 th to 28 th years:	27 working days
• On completion of 28 years:	30 working days

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

- 15.02 On termination of employment, the employee is entitled to any vacation pay owed to them in respect to any prior completed year of employment and vacation pay for any portion of the year completed at the time of termination at their current wage.
- 15.03 Calculations for vacation entitlement shall be based on the anniversary date of employment of the employee.

- 15.04 Subject to operational requirements, the Employer shall make every reasonable effort to schedule an employee's vacation at a time acceptable to them based on seniority.
- 15.05 An employee shall give the Employer at least one (1) month's notice in writing regarding the actual dates on which they desire to take a vacation of five (5) or more working days. Leave for shorter periods may be granted provided sufficient notice is given.
- 15.06 Vacation leave shall not be cumulative from year to year under normal circumstances.
- 15.07 It is recognized that occasionally vacations cannot be taken during the vacation period because of illness, job requirements or other exceptional circumstances. In such cases vacations may be carried over to the next vacation period with the approval of the Employer. Applications for vacation carry-over shall be submitted in writing.
- 15.08 When holidays as defined in Article 14.01 fall within the Employee's paid vacation period, the Employee will be permitted to either take the equivalent extra days of vacation with pay consecutive with their vacation or take the equivalent days of vacation at a time mutually agreed upon.
- 15.09 The Employer shall schedule the Saturday prior to the commencement of an Employee's vacation period as the Employee's Saturday off in that three (3) week period. This provision may be waived at the request of the Employee. When operationally possible, the Employer shall schedule the Sunday prior to the commencement of the employee's vacation as the employee's Sunday off.
- 15.10 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.
- 15.11 The vacation leave entitlement of an Employee who has completed five (5) years of continuous part-time service at CFB North Bay and whose status is changed from part-time to full-time will be based on the total completed years of employment as a part-time and full-time employee. A part-time Employee who has completed less than five (5) years of continuous part-time service at CFB North Bay will be credited with one-half (½) of his part-time service towards their full-time vacation entitlement.
- 15.12 If a full-time Employee becomes sick while on vacation leave and submits a doctor's 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 lost as a result of the sickness shall be re-credited to their vacation record. It is recognized that the Employer will determine the sufficiency of any doctor's certificate proffered by an Employee. The Employer will not act in an arbitrary or discriminatory manner in exercising that right.

15.13 Part-time employees will be paid vacation pay as follows:

- In the 1st year of employment: four (4)% of annual gross earnings
- In the 2nd to 6th years of employment: six (6)% of annual gross earnings
- In the 7th to 15th years of employment: eight (8)% of annual gross earnings
- In the 16th and 17th years of employment: nine point two (9.2)% of annual gross earnings
- In the 18th to 26th years of employment: ten (10) % of annual gross earnings
- In the 27th to 28th years of employment: ten point eight (10.8) % of annual gross earnings
- In the 28th and subsequent years of employment: twelve (12%) of annual gross earnings

Part time employees shall be paid their vacation entitlement on a bi-weekly basis.

15.14 It is understood that full-time Employees will have preference over part-time employees.

15.15 Prior Service CAF Dependant

- (a) As of 1 December 2020, full time employees who are dependants of a CAF member and experience a break in service solely as a result of being posted from one location to another, will have their previous service counted for the purpose of their vacation entitlement outlined in the Agreement.
- (b) As of 1 December 2020, any vacation entitlement credits will be applied to their future calculation of vacation entitlement outlined in the Agreement.
- (c) Retroactivity: only employees currently on strength in the bargaining unit as of December 14, 2023, and who qualify will be credited vacation leave entitlements for the time that was not previously counted.

15.16 Vacation leave may be requested and used in hourly increments, to be approved based on operational requirements and will not be unreasonably denied.

ARTICLE 16 – LEAVE GENERAL

16.01 Sick Leave

- (a) Full-time employees who are medically unable/unfit to work because of non-occupational illnesses or injuries are entitled to take up to seventeen (17) consecutive weeks of sick leave at full pay upon commencement of employment.
- (b) Full-time employees must contact their manager prior to their start time on the first day of absence to notify them of the absence and the expected return date.
- (c) If the absence is expected to be in excess of five (5) consecutive working days, full time employees are to follow the Return to Work Support Program (RTWSP) requirements.
- (d) When the full-time employee is eligible to receive income replacement benefits from a third party source (for e.g. provincial, WCB, or private car insurance, crime victims compensation, etc.) while on sick leave, they must:
 - (i) Notify the Employer of this possibility and must apply for such income replacement benefits, and
 - (ii) Notify the Employer if they receive income replacement benefits from a third party source while on sick leave in order for paid sick leave to be offset/reduced accordingly.
- (e) Managers and the full-time employees may refer to the Return to Work policy currently in force, which may be amended at any time by the Employer and the Employment Accommodation policy for additional information on absences relating to non-occupational illnesses and injuries.
- (f) Full-time employees on leave without pay (including pregnancy or parental leave) are not eligible for paid sick leave.

16.02 Reinstatement of Sick Leave

- (a) A full-time employee who:
 - (i) Was on an approved leave without pay will have their full paid sick leave benefits reinstated once the full-time employee returns to regular full-time employment (i.e. full duties, full hours) for five (5) consecutive working days;
 - (ii) Has taken less than seventeen (17) weeks of sick leave for an illness/injury will have their full paid sick leave benefits reinstated after they have returned from sick leave to regular full-time employment (i.e. full duties and full hours) for fourteen (14)

consecutive working days for the same illness/injury or five (5) consecutive working days for a new illness/injury;

- (iii) Has taken seventeen (17) weeks of sick leave for an illness/injury will have their full paid sick leave benefits reinstated after they have returned from sick leave or Long Term Disability (LTD) to regular full-time employment (i.e. full duties, full hours) for seventeen (17) consecutive weeks for the same illness/injury or five (5) consecutive working days for a new illness/injury.

16.03 (a) Long Term Disability

- (i) If a full-time employee has exhausted their sick leave benefits under Article 16.01 and remains medically unable to work due to the same illness/injury, they may be eligible for Long Term Disability (LTD) benefits provided that they meet the eligibility criteria of the LTD Program.
- (ii) Length of service and seniority continues to accrue during approved absences of LTD.
- (iii) Vacation accrual is suspended while an employee is on LTD. Vacation accrual will be reinstated once the full-time employee completes the progressive return to work program and returns to regular full-time employment (i.e. full duties, full hours).
- (iv) Accumulated vacations balances may be paid out at the request of the full-time employee either at the end of the sick leave period or during the period of LTD. The Employer may also initiate a vacation payout if it is unlikely the full-time employee will return to work.
- (v) A full-time employee is not eligible to take vacation days in order to delay the commencement of the LTD benefit.

- (b) Part-time employees who have completed their probationary period may be granted up to a maximum of sixteen (16) hours of paid sick leave per fiscal year.

16.04 Pregnancy Leave without Pay

For clarity, pregnancy leave only applies to the Employee that actually gives birth.

- (a) An employee has the right to leave without pay in the following circumstances:
 - (i) an employee who provides the Employer with a certificate from a qualified health care provider attesting that they are pregnant is

entitled up to seventeen (17) weeks, which leave may commence no earlier than twelve (12) weeks prior to the estimated date of delivery and end no later than seventeen (17) weeks following the actual day delivery;

- (b) The end of the pregnancy leave can be extended depending on unique circumstances such as the hospitalization of the newborn. Employees 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.

16.05 Pregnancy Leave Allowance

- (a) An employee who has been granted pregnancy leave shall be paid a pregnancy leave allowance provided they meet the following eligibility requirements:
 - (i) They have completed six (6) months continuous employment before the commencement of their pregnancy leave;
 - (ii) 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.
- (b) An employee who meets the requirements outlined at Article 16.05 (a) above, 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:
 - (i) 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;
 - (ii) 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
 - (iii) Where the employee has received the full fifteen (15) weeks in (ii) 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.

- (c) 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.
- (d) 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.

16.06 Parental and Adoption Leave without Pay

- (a) 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;
- (b) The leave period may commence as the employee elects:
 - (i) 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;
 - (ii) In the case of the spouse acknowledged on the birth certificate, on the expiration of the employee's pregnancy leave;
 - (iii) In the case of adoptive spouses, on the day the child is born or comes in their actual care.
- (c) The combined amount of parental or adoption leave that may be taken by two (2) SNPF employees will not exceed sixty-three (63) weeks.
- (d) 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.

16.06 Pregnancy, Parental and Adoption Leave

- (a) 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.

- (b) An employee will not be entitled to receive pensionable service for any periods of leave in which they have not made pension contributions.
- (c) 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.
- (d) Length of service and seniority continues to accrue during absences on pregnancy, parental or adoption leave.

16.07 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 leave with pay 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. The bereavement leave specified in Article 16.07 is to be taken consecutively unless otherwise granted by the Employer in writing.
- (b) For the purpose of this Agreement, immediate family will comprise anyone of the following; sibling, parent or parent-in-law, husband or wife, (including common-law spouse resident with the employee) child (including step child, foster child or ward of the employee), grandparents, grandchild; and distant relatives will be any of the following: parent's siblings, spouse's sibling and spouses grandparents or any relative permanently residing in the employee household or with whom the employee resides.
- (c) Should the periods mentioned above contain one or more non-working days (for example, Sunday or day off), the Employee may claim payment only for the actual days of work they will have missed.
- (d) Should the day of interment be a different day than that of the funeral, the employee will have the option of saving one (1) of their paid days of bereavement to be used on the date of interment.

- (e) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in Article 16.07 (a) above.
- (f) When the death of a family member, listed above, occurs while an employee is on shift and the employee is notified while at work, they shall be entitled to leave work with pay for the remainder of their shift without any such remainder of the shift being considered the first day of bereavement leave pay.
- (g) 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.

16.08 Jury Duty

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

16.09 Court Leave with Pay

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

- (a) In or under the authority of a court of justice or before a grand jury;
- (b) Before a court, judge, justice, magistrate or coroner;
- (c) Before the Senate or House of Commons, 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 to appear as a witness. This does not apply if the employee is excused as a witness for the rest of the day or days and fails to report back to work, or if witness duty occurs on the employee's regular scheduled day off. The employee must promptly notify the Employer that they have been summoned as a witness.

16.10 Adoption and Birth Leave

- (a) A part-time employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption or birth of their child; and
- (b) At the employee's option such leave shall be granted on the day of or on the day following the adoption/birth.

16.13 Leave of Absence without Pay

- (a) 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. An employee requesting a Leave without Pay shall first use up any accrued paid vacation leave. Under no circumstances shall any leave of absence be approved for a period in excess of twelve (12) months.
- (b) At the discretion of the authorized manager a leave of absence may be extended for up to a further six (6) months and will not be unreasonably denied, subject to operational requirements.
- (c) Once an employee has taken the total leave of absence without pay provided for in this Article, they must return to work for twelve (12) consecutive months prior to being eligible to take another leave of absence without pay. Any accumulated vacation leave and/or compensatory time must be taken prior to granting leave without pay.
- (d) An employee on leave of absence without pay exceeding two (2) weeks may continue group benefits and/or pension provided the employee pays both the Employer's and their share of the premiums and contributions. An employee's election to either continue or suspend group benefits and/or pension for the duration of the leave is irrevocable and binding. An elected

option cannot be changed after the leave has commenced.

- (e) An Employee will not be entitled to receive pensionable service for any periods of leave of absence without pay for which they have not made pension contributions.
- (f) An employee returning from leave without pay may be reinstated in the position occupied at the time the leave commenced, providing that the position is available. If unavailable, the Employer may return the employee into a comparable position for which they are qualified.

16.14 Military Leave

- (a) An employee may be granted leave of absence without pay, during the period that, as a member of the Reserve, the employee is required to be absent from their position for annual training, attending essential service parades, on duty necessitated by the declaration of a disaster pursuant to section 34 of the *National Defence Act*, on duty with their unit to combat a local emergency such as flood or fire when a disaster has not been declared, on duty or reserve training pursuant to section 33 of the *National Defence Act*, or for taking a prescribed course for the purpose of qualifying for a higher rank.
- (b) Length of service continues to accrue during absences of up to twelve (12) months on military leave.
- (c) An employee may continue group benefits coverage for up to twelve (12) months while on military leave 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.

16.15 Family Related Leave

The Employer shall grant up to five (5) days family related leave with pay in a fiscal year to full-time 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 dependent family member to medical or dental appointments or to appointments with appropriate authorities in school or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for family members to minimize their absence from work. An employee requesting this leave provision must notify their supervisor of the appointment as far in advance as possible;

- (b) For the temporary care of a sick member of the employee's immediate family;
- (c) For the needs directly related to the birth of an employee's child. This leave may be divided into two (2) separate periods and granted on separate days;
- (d) For the needs directly related to the adoption of the employee's child. This leave may be divided into two (2) separate periods and granted on separate days;
- (e) To attend school functions if the supervisor was notified of the function as far in advance as possible;
- (f) To provide for the employee's child in the case of an unforeseeable closure of the school daycare facility;
- (g) To attend an appointment with a legal or paralegal representative or with a financial representative if the supervisor was notified of the appointment as far in advance as possible;
- (h) For urgent situations not attributable to the employee;
- (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 the paragraphs above shall not exceed five (5) working days for full-time employees and twenty-five (25) hours for part-time employees in any fiscal year.

For the 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 employee's home or with whom the Employee permanently resides.

At the employee's option, leave for family related responsibilities may be taken in half (1/2) day increments.

16.16 Subject to operational requirements 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.

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

16.17 Leave for Pregnant Employees

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.

16.18 Compassionate Care Leave

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.

16.19 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) When possible, 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 have not been 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
- (f) 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.

16.20 Domestic Violence Leave

- (a) The parties recognize that employees may be subject to domestic Violence in their personal lives and that this may affect their attendance at work.
- (b) 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:
 - (i) Obtain care and support for themselves or their child following a physical or psychological injury, or
 - (ii) Use an organization that assist victims of domestic violence, or
 - (iii) Obtain counselling services, or
 - (iv) Move temporarily or permanently, or
 - (v) Obtain legal or police assistance, or
 - (vi) To prepare for legal proceedings (civil or criminal).
- (c) This leave will not exceed five (5) paid shifts in any fiscal year, at times convenient to the employee.
- (d) 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.

- (e) The Employer 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.
- (f) 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.
- (g) 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 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 arising from the classification process, is entitled to present a grievance in the manner prescribed in Article 17.10 except that,

- (a) Where there is another administrative procedure provided by or under any Act of Parliament, other than the *Canadian Human Rights Act*, to deal with their specific complaint, such procedure must be followed; and
 - (b) Where the grievance relates to the interpretation or application of this Collective Agreement or arbitral award, the employee is not entitled to present the grievance unless they have the approval of and are represented by the Union.
- 17.05 Subject to and as provided in Part II of the *Federal Public Sector Labour Relations Act* as may be amended from time to time, the Union may present a group grievance on behalf of a group of employees who feel aggrieved by the interpretation or application, common in respect of those employees, of this Collective Agreement or arbitral award other than a matter arising from the classification process, in the matter prescribed in this Article except that, where there is another administrative procedure provided by or under any Act of Parliament, other than the *Canadian Human Rights Act*, to deal with the specific complaint, such procedure must be followed.
- 17.06 An employee or the 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 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 At the request of an employee/group of employees who has presented a grievance, their Union Representative or Steward shall have the right to consult with the local Human Resources Manager or a representative of Employment & Labour Relations 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 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 employees' grievance at the first or second level of the grievance process within fifteen (15) days after the grievance is presented, and within twenty-five (25) days where the grievance is presented at the final level.

17.15 The time limits stipulated in the grievance procedure may be extended by mutual agreement between the Employer, the grievor, and the 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 of the grievance process.
- 17.18 An employee or the Union on behalf of a group of employees who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless in the opinion of the Employer, it was not possible for the employee/Union to comply with the prescribed time limits.
- 17.19 Where an employee or the Union on behalf of a group of employees has presented a grievance up to and including the final level with respect to disciplinary action resulting in discharge, suspension or a financial penalty, and the grievance has not been dealt with to the employee's/group of employees' satisfaction, they may refer to the grievance to adjudication in accordance with the provisions of the *Federal Public Sector Labour Relations Act* and Regulations as may be amended from time to time.
- 17.20 When a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of them or 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 An employee shall be paid for services rendered at a rate of pay specified in Appendix "A". Where a part-time employee is converted to full-time status in the same job level they shall retain their current rate of pay. Where an employee is the successful candidate in a job competition for a position of a higher classification they

shall be placed on the grid commensurate with their length of service, to a maximum of twelve (12) months.

- (a) Employees accepting a position within the Bargaining Unit, that is at the same pay band or lower than their previous substantive position, who have previous continuous service with the Employer will be placed at the increment of the wage grid commensurate with their length of service with the Employer.
- (b) Employees accepting a position within the Bargaining Unit, that is at the same pay band or lower than their previous substantive position, who have previous but discontinuous service within five (5) years of the commencement date of their position within the Bargaining Unit, will have fifty percent (50%) of that service credited towards their length of service for the purpose of placement on the wage grid.

18.02 Employees shall not be paid less than the higher of the Federal Minimum Wage or the Ontario Provincial Minimum wage.

18.03 Acting Appointment

- (a) When an employee is given an acting appointment in writing by the Employer to a CAT I position in a higher classification within the Bargaining Unit, 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 ten percent (10%), or at the last step of that pay level if this results in a pay increase of less than ten percent (10%).
- (b) 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 ten percent (10 %), or at the last step of that pay level if this results in a pay increase of less than ten percent (10 %).
- (c) 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 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. 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 ten percent (10%), or at the last step of that pay level if this results in a pay increase of less than ten percent (10%).

- (d) 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.
- (e) 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.

18.04 Payments provided under the provisions of Articles 12 (Overtime), 14 (Designated Holidays) and 11 (Hours of Work) shall not be pyramided; that is, an employee shall not receive more than one (1) form of compensation for the same service. An employee will be compensated at the highest eligible rate for the service.

ARTICLE 19 – CONSULTATION

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

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

- (a) Group Life Insurance

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

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

ARTICLE 20 – EMPLOYEE FILES

20.01 A written copy of all disciplinary actions taken by the Employer regarding the conduct of an employee which becomes part of an employee's permanent record will be given to the Employee concerned. A Steward will be present at disciplinary hearings unless the employee requests that they do not attend.

20.02 Notice of disciplinary action which may have been placed on the personnel file of an employee, other than disciplinary action taken to address one or more incidents of harassment, 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. A document or written statement related to disciplinary action taken to address one or more incidents of harassment will stay in an employee's file for twenty-four (24) months.

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 all employees, upon request.

20.04 A job description shall be supplied to all employees at time of hire.

20.05 Upon written request submitted twenty-four (24) hours in advance to the Employer, an employee will have visual access to their own personnel file. Access to an employee's personnel file will be limited to once (1) per year.

ARTICLE 21 – CREATION OF A NEW JOB

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

ARTICLE 22 – REST ROOMS

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

ARTICLE 23 – UNIFORMS

23.01 Uniforms which the Employer requires shall be furnished to the employee by the Employer without charge. Uniforms shall be replaced on an as-needed basis, subject to normal wear and tear, as determined by the Employer.

23.02 An annual allowance of two hundred and fifty (\$250.00) dollars shall be provided to those employees who are required to wear safety footwear under the provisions of Part II of the *Canada Labour Code* as may be amended from time to time. This allowance shall be paid no more frequently than once a year on presentation of a sales receipt.

ARTICLE 24 – MEETINGS

24.01 Members of the Bargaining Unit who attend mandatory meetings called by the Employer, shall be paid a minimum of four (4) hours pay at their regular rate of pay.

ARTICLE 25 – SHORTAGES

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

- (a) Employees assigned responsibility for, and who have sole control and access of non-public fund property, stock or cash will be required to reimburse the Employer for any shortages that occurred during the period that the employee had such responsibility, control and access; and
- (b) The Employer reserves the right to implement disciplinary action, including suspension or discharge in circumstances where a particular employee has consistently demonstrated an inability to safeguard the Employer's interests and assets. Any disciplinary action will be subject to the normal grievance and adjudication procedures.

ARTICLE 26 – SEVERANCE PAY

- 26.01 Full-time and part-time employees whose employment is terminated by the Employer for administrative reasons beyond the control of the employee are entitled to severance pay and notice or pay in lieu of notice. Factors considered beyond employee control are:
- (a) Permanent closing of the base;
 - (b) Permanent closing of a facility;
 - (c) Reduction of the work force; and
 - (d) Reorganization.
- 26.02 The severance pay entitlement for full-time and part-time employees shall be at a rate of two (2) weeks for the first year of continuous service as appropriate and one (1) week for each completed additional year of continuous service, up to a maximum of twenty-eight (28) weeks.
- 26.03 Notice or salary entitlement in lieu of notice;
- (a) Probationary and part-time employees two (2) weeks; and
 - (b) Full-time employees one (1) month.
- 26.04
- (a) Full-time and part-time employees who have ten (10) or more years of full-time and/or part-time service with the Employer whose employment ends because of medical incapacity or death shall receive an allowance equivalent to half (0.5) a week's average weekly pay for each completed year of continuous service, to a maximum of fifteen (15) week's pay.
 - (b) For the purposes of this Article only, an employee whose employment ends because of medical incapacity is defined as an employee whose employment is terminated by the Employer for medical incapacity.
 - (c) In the case of death, the allowance shall be payable to the employee's estate.

ARTICLE 27 – TERM OF AGREEMENT

- 27.01 This Agreement shall be in force and effect from November 4th, 2023 to November 3rd, 2026, and in accordance with the provisions of the *Federal Public Sector Labour Relations Act*.
- 27.02 Either party may give the other party notice of renewal and/or amendment of this Collective Agreement at any time within four (4) months prior to the expiry of this Collective Agreement. The parties shall endeavour to meet within fifteen (15) days of such notice being received.
- 27.03 When possible the parties agree to sign the Collective Agreement within thirty (30) days of completion and approval of the edits made by both parties.

Signed at North Bay and Ottawa, Ontario this 16th day of May, 2024.

FOR THE UNION:

FOR THE EMPLOYER:

Jesse Wilson
Negotiating Committee Member

Ian Poulter
CEO, Staff of Non Public Funds, CF

Richard Eberhardt
Union Representative

Andrea Kelly
Lead Negotiator / SELRO Staff of the
Non Public Funds, CF

APPENDIX "A" – PAY GRID FOR 22 WING NORTH BAY

4-Nov-23	START	END PROB	12 MOS	18 MOS	24 MOS	36 MOS
1	\$17.15	\$17.41	\$17.66	\$17.92	\$18.18	\$18.69
2	\$17.32	\$17.58	\$17.84	\$18.10	\$18.36	\$18.88
3	\$17.49	\$17.76	\$18.02	\$18.28	\$18.54	\$19.07
4	\$18.00	\$18.27	\$18.54	\$19.20	\$19.91	\$22.65
5	\$20.20	\$21.00	\$21.79	\$22.47	\$23.32	\$26.52
6	\$22.09	\$22.67	\$23.37	\$23.94	\$24.63	\$28.18
7	\$23.60	\$24.26	\$24.96	\$25.62	\$26.37	\$30.11

4-Nov-24	START	END PROB	12 MOS	18 MOS	24 MOS	36 MOS
1	\$17.49	\$17.75	\$18.02	\$18.28	\$18.54	\$19.07
2	\$17.67	\$17.93	\$18.20	\$18.46	\$18.73	\$19.26
3	\$17.84	\$18.11	\$18.38	\$18.65	\$18.91	\$19.45
4	\$18.36	\$18.64	\$18.91	\$19.59	\$20.31	\$23.10
5	\$20.60	\$21.42	\$22.23	\$22.92	\$23.79	\$27.05
6	\$22.53	\$23.12	\$23.84	\$24.42	\$25.12	\$28.74
7	\$24.07	\$24.75	\$25.46	\$26.14	\$26.90	\$30.71

4-Nov-25	START	END PROB	12 MOS	18 MOS	24 MOS	36 MOS
1	\$17.84	\$18.11	\$18.38	\$18.65	\$18.91	\$19.45
2	\$18.02	\$18.29	\$18.56	\$18.83	\$19.10	\$19.64
3	\$18.20	\$18.47	\$18.75	\$19.02	\$19.29	\$19.84
4	\$18.73	\$19.01	\$19.29	\$19.98	\$20.72	\$23.56
5	\$21.01	\$21.85	\$22.67	\$23.37	\$24.26	\$27.59
6	\$22.98	\$23.58	\$24.32	\$24.91	\$25.63	\$29.32
7	\$24.55	\$25.24	\$25.97	\$26.66	\$27.44	\$31.33

Pay Notes:

- A. Subject to ratification by the Union and the Employer, effective 4 November 2023 the attached pay grid shall be put into effect. Employees will be placed on the new pay grid in accordance with their current seniority. Their rates of pay will then increase on the dates indicated on the grid to the extent indicated of the grid.

- B. In the event that the provincial or federal minimum wage increases during the life of the Agreement, the following shall apply:
- C. 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.
- D. 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.
- E. 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.
- F. Minimum Wage Adjustment Grid Formula

PB	START	END PROB	12 MOS	18 MOS	24 MOS	36 MOS
1	Minimum Wage	PB1 Start + 1.5%	PB1 Start + 3%	PB1 Start + 4.5%	PB1 Start + 6%	PB1 Start + 9%
2	PB1 Start + 1%	PB2 Start + 1.5%	PB2 Start + 3%	PB2 Start + 4.5%	PB2 Start + 6%	PB2 Start + 9%
3	PB2 Start + 1%	PB3 Start + 1.5%	PB3 Start + 3%	PB3 Start + 4.5%	PB3 Start + 6%	PB3 Start + 9%
4	PB3 Start + 1%	PB3 end prob + 1%	PB3 12 MOS + 1%	PB3 18 MOS + 1%	PB3 24 MOS + 1%	PB3 36 MOS + 1%
5	PB4 Start + 1%	PB4 end prob + 1%	PB4 12 MOS + 1%	PB4 18 MOS + 1%	PB4 24 MOS + 1%	PB4 36 MOS + 1%
6	PB5 Start + 1%	PB5 end prob + 1%	PB5 12 MOS + 1%	PB5 18 MOS + 1%	PB5 24 MOS + 1%	PB5 36 MOS + 1%
7	PB6 Start + 1%	PB6 end prob + 1%	PB6 12 MOS + 1%	PB6 18 MOS + 1%	PB6 24 MOS + 1%	PB6 36 MOS + 1%

LETTER OF UNDERSTANDING #1

Re: Workers Compensation Claims

As per the commitment given during contract negotiations, 22 Wing, the Employer will advance to full-time employees, upon request who have submitted a claim to WSIB, subject to the following conditions:

- (a) That the claim has been approved by the WSIB;
 - (b) The advance will not exceed the estimated amount that would be due to the employee from WSIB;
 - (c) That the employee agrees to reimburse the Employer the full amount of the advance within seven (7) days of receipt of the funds from WSIB;
 - (d) That should at any time the claim be denied, the employee will reimburse the Employer the amount of the advance immediately; and
 - (e) The disbursement of the advance will coincide with the regular pay schedule.
-

LETTER OF UNDERSTANDING #2

Re: Breaks for NPF Staff – Article 11.04

All NPF outlets: For scheduled shifts that reflect a single person operation the following will apply;

Fifteen (15) minute breaks will be added onto the end of the shift and paid if break is not taken, or

The appropriate manager will administer this mutual agreement with documentation that would be placed on personnel file.

LETTER OF UNDERSTANDING #3

Re: Education and Training Trust Fund Contributions

The Employer shall contribute five hundred (\$500.00) within two (2) weeks of ratification and a further five hundred dollars (\$500.00) on the anniversary date in each year of the Agreement thereafter to the Union's Education and Training Trust Fund.

LETTER OF UNDERSTANDING #4

Re: Personal Appointments

Employees agree to provide the Employer with as much notice of appointments as possible prior to the posting of the work schedule for the week in question. In turn, the Employer will make its best efforts to accommodate the employee's request not to be scheduled to work at the time of their appointment and that such employee will not lose hours as a result of such approved request.

LETTER OF UNDERSTANDING #5

Re: Bargaining Unit Work

The parties acknowledge that non-Bargaining Unit employees shall not perform work normally performed by Bargaining Unit employees except in circumstances when qualified employees are not available. Upon request, the Steward, or designate, shall be informed of all the details, including who is to perform, or has performed the work.

Notwithstanding the forgoing, the parties recognize that the Employer has a genuine need to employ temporary and casual employees who may or may not be members of the Bargaining Unit and the Employer's right to offer sufficient work to continue to employ those individuals is recognized subject to the terms and conditions of this Agreement.

LETTER OF UNDERSTANDING #6

Re: Training

This letter will confirm that where the Employer requires employees to attend training that the Employer deems necessary for the performance of the employee's job, the Employer shall

provide the training or pay for the cost of external courses. Notwithstanding, the Employer will not pay for the cost of external courses for new employees who have been hired upon condition of completing a course or obtaining a certification.

Any employee who is required by the Employer to take a course shall have:

- (a) The fee of the course paid for;
- (b) If attendance is during working hours the time spent at the course shall be paid for at the rates and conditions provided under this Agreement as though such employee was at work. All training hours spent shall be paid at the regular rate.
- (c) If the course requires travel they will be reimbursed for fuel costs or transportation to the course in accordance with the Employer's policies.

LETTER OF UNDERSTANDING #7

Re: Temporary Employees

The Employer and the Union agree to the following regarding the Employer's hiring of temporary employees within the Bargaining Unit:

1. The Employer and the Union agree that the Employer can hire temporary employees within the Bargaining Unit for the following reasons:
 - (a) To replace employees who have temporarily vacated their substantive position for reasons such as temporary assignment, leave (either with or without pay), deployment or other similar circumstances, or;
 - (b) To perform work for a specific fixed-term non-recurring purpose (herein referred to as "project work"). It is understood that if the funding or duration for a project position is unknown, the position will be posted and filled as an indeterminate position.
2. The Employer shall advise the Union whenever a temporary employee is hired and shall inform the Union of the reason for their engagement as a temporary employee, the duration of the employment, the job being performed, the outlet at which the person is working, the person being replaced and in the case of project work shall provide information which establishes that work conforms with the definition of project work.
3. Temporary employees hired within the Bargaining Unit shall be hired for a specified period of time (herein referred to as "the term"). While employed, they shall be

afforded all of the rights and privileges of the Collective Agreement between the Employer and the Union; however they shall not have any right to be laid off or recalled (i.e. the layoff/recall provisions of the Collective Agreement do not apply to temporary employees within the Bargaining Unit) nor shall they have the right to notice, payment-in-lieu of notice or severance pay when their employment ends at the end of their term.

4. If a temporary employee is hired for project work and the term of their temporary employment is extended such that they are engaged for a continuous period of 12 or more months, the employee shall automatically become an indeterminate employee with all appropriate rights and entitlements. The parties agree that in the event that project work for a particular position becomes reoccurring, the position created to perform the project work shall become indeterminate and shall be filled in accordance with the staffing provisions of the Collective Agreement. For the purposes of this paragraph, reoccurring shall be defined as a position being staffed for similar terms multiple times for the same project work for three (3) consecutive years.
5. If the Employer is required to end the term of the temporary employee's employment earlier than the end date set out in their letter of offer, the Employer shall provide the employee, the lesser of:
 - (a) Compensation equal to the remainder of the term of the employee's temporary employment; or
 - (b) Formal notice or payment-in-lieu of notice equal to the notice period outlined in the Collective Agreement.

The parties agree that the reduction of the term of the temporary employee's employment shall be for appropriate business reasons and shall not be exercised in an arbitrary manner. The Employer shall inform the Union of the reasons for the reduction of the term.

6. At the end of the term of the temporary employee's employment, the temporary employee's employment shall end and they shall not be entitled to notice, payment-in-lieu of notice or severance pay. The Employer shall notify the Union that the temporary employment has come to an end.
7. Notwithstanding the preceding, if the temporary employee applies for a job within the Bargaining Unit within twelve (12) months of the date their temporary employment ended, they shall be considered an employee within the Bargaining Unit during the staffing process with the amount of seniority they had as of their last day of their temporary employment. Further, if they are rehired by the Employer in a job with the same job title and classification level within the Bargaining Unit within twelve (12) months of the date the employee's temporary employment ended, the employee's

previous seniority shall be reinstated and their rate of pay at the time of rehire shall take into consideration their previous temporary employment.

8. Current temporary employees who were not hired for the reasons outlined in paragraph 1 shall be reclassified as indeterminate employees and shall have all rights under the Collective Agreement.

LETTER OF UNDERSTANDING #8

Re: Multiple Employment

1. With the approval of managers of the applicable outlets and subject to the conditions of the Letter of Understanding, interested and qualified employees within the Bargaining Unit can engage in multiple employment by working additional hours in a casual position different from their substantive position.
2. The parties agree that the purpose of this Agreement is to allow employees the ability to work additional hours for the Employer 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 (primary position) and the hours worked in the second position will not be included in the determination of the employee's status.
 - (b) The employee will have no seniority in the second position nor will the time worked in the second position be used to calculate the employee's seniority within the Bargaining Unit or the applicable outlet(s).
 - (c) There must not be a conflict between the work schedules of the employee's substantive position and the employee's second position.
 - (d) While working in the substantive position, the employee shall be paid the rate of pay relating to their substantive position. While working in the second position, the employee shall be paid the rate of pay associated with the second position.
 - (e) The compensation received while working in the second job 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 job will not be considered overtime hours and will be excluded from the calculation of the employee's entitlement to overtime pay. The employee is not entitled to take paid leave from the second position.

- (f) The employee may not receive two 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 second position while on sick leave (whether paid or unpaid) from the primary position).
- (g) In the event the employee is subject to any disciplinary action resulting from misconduct while in either position, subject to the provisions of Article 20 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 either for misconduct or for reasons not attributable to the employee, such discharge will apply to both the employee's substantive and second position.
- (h) The Employer will on a quarterly basis provide to the Union a report outlining the usage of both unionized and non-unionized workers in these specialty positions.

LETTER OF UNDERSTANDING #9

Re: Recognition of Prior Service in the Canadian Forces in the Calculation of Vacation Entitlement

The parties agree to the following:

1. Effective 1 April 2012 and subject to the provisions of this Letter of Understanding, any employee within the Bargaining Unit who has qualifying prior service in the Canadian Armed Forces will have this service included in the calculation of their vacation entitlement outlined in their Collective Agreement.
2. For the purposes of this Letter of Understanding, qualifying prior Canadian Armed Forces service shall be any period of former Canadian Armed Forces service as either a member of the Regular Force or Reserve Force Class B or C that is at least six (6) continuous months in duration and during which time the employee was not earning vacation as an NPF employee. For greater certainty, prior, current or future Canadian

Armed Forces service earned during any period where the employee also earned or received vacation pay with/from NPF does not count as qualifying prior Canadian Armed Forces service.

3. In order to be eligible for the inclusion of qualifying prior Canadian Armed Forces service credit in the calculation of their vacation entitlement, the employee must provide their local HR Office with an acceptable record of their qualifying prior Canadian Armed Forces service. Acceptable records include confirmation of:
 - (a) Service as a contributor under the *Canadian Forces Superannuation Act*;
 - (b) Service that has been elected as pensionable service under sub-paragraph 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 but that can be validated to the satisfaction of the Employer.

4. For the purpose of including any qualifying prior Canadian Armed Forces service in the calculation of the employee's vacation entitlement:
 - (a) Any employee who provides the acceptable record of their qualifying prior Canadian Armed Forces service to the Employer prior to 1 January 2013 will have any qualifying prior Canadian Armed Forces service count retroactively from either, 1 April 2012 or the employee's start date as a full-time/part-time employee, whichever occurs later.

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

LETTER OF UNDERSTANDING #10

Re: Signing Page Concerning Letters of Understanding

The Employer and Union agree that the following list of Appendices and Letters have been agreed to and form part of the Collective Agreement and by signing this letter, it has the effect of signing each letter in the list. The list is as follows:

1. Workers Compensation Claims
2. Breaks for NPF Staff

3. Education and Training Trust Fund Contributions
4. Personal Appointments
5. Bargaining Unit Work
6. Training
7. Temporary Employees
8. Multiple Employment
9. Recognition of Prior Service in the Canadian Forces in the Calculation of Vacation Entitlement
10. Signing Page Concerning Letters of Understanding

Signed at North Bay and Ottawa, Ontario this 16th day of May, 2024.

FOR THE UNION:

Jesse Wilson
Negotiating Committee Member

Richard Eberhardt
Union Representative

FOR THE EMPLOYER:

Ian Poulter
CEO, Staff of Non Public Funds, CF

Andrea Kelly
Lead Negotiator / SELRO Staff of the
Non Public Funds, CF