

AGREEMENT

BETWEEN

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

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

GROUP: OPERATIONAL CATEGORY AND  
ADMINISTRATIVE SUPPORT CATEGORY (ALL EMPLOYEES)

CANADIAN FORCES BASE SUFFIELD

EXPIRY DATE: 31 MARCH 2023

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## PART I – GENERAL PROVISIONS

### ARTICLE 1 – PURPOSE OF AGREEMENT

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

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

### ARTICLE 2 – INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement, effective September 1<sup>st</sup> 2008:

- (a) “Full-time employee” means an employee who has completed **their** probationary period and is employed on a continuing basis for thirty-two (32) or more hours per week.
- (b) “Part-time employee” means an employee who may be employed on a continuing basis but works less than thirty-two (32) hours per week and more than thirteen and one-third ( $13\frac{1}{3}$ ) hours per week.
- (c) “Probationary employee” means a new employee who is carrying out the tasks of a full time or part time employee but has not been granted full time or part time status. **The probationary period for an employee shall not normally exceed:**
  - (i) **supervisory employee**                      **four (4) calendar months;**  
**or**
  - (ii) **non-supervisory employee**              **three (3) calendar months.**

The Employer may, in consultation with the Union, extend the probationary period by up to a further two (2) months or a lesser period in the event that the employee’s evaluation is unsatisfactory upon conclusion of the original probationary period.

- (d) “Term Employee” means an employee who is carrying out the tasks of a full-time or part-time employee but who is hired on a temporary basis for a term of at least three (3) months but not more than twelve (12) months, with the possibility of extension at the mutual agreement of the Bargaining Unit and the Employer, for the purpose of:
- (i) replacement of permanent employees who are on leave with or without pay, or,
  - (ii) short-term assignments, or,
  - (iii) non-recurring work.

### **ARTICLE 3 – STATE SECURITY**

3.01 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 4 – MANAGERIAL RIGHTS AND RESPONSIBILITIES**

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

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

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

4.02 Such rights will not be exercised in a manner inconsistent with the express provisions of this Agreement and shall be exercised in a reasonable manner.

4.03 New employees may be released during the probationary period for just cause. The employee may have access to the grievance process but may not refer a grievance to adjudication unless the release is disciplinary in nature. When a probationary employee is released the Employer shall provide a copy of the release letter to the Local Union President.

## **ARTICLE 5 – LEGISLATION AND THE COLLECTIVE AGREEMENT**

5.01 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 to the applicable law.

## **PART II – UNION SECURITY AND STAFF RELATIONS MATTERS**

### **ARTICLE 6 – RECOGNITION**

6.01 The Employer recognizes the Public Service Alliance of Canada, certified by the Public Service Labour Relations Board on 15 December, 2006, as exclusive Bargaining Agent for all employees of the Staff of the Non-Public Funds, Canadian Forces, employed at the Canadian Forces Base Suffield, save those above the rank of supervisor.

6.02 The parties also recognize the order of the Public Service Labour Relations Board dated 5 February 2007, declaring that the position of Human Resources Assistant at CFB Suffield is excluded from the Bargaining Unit by virtue of being a managerial or confidential position.

### **ARTICLE 7 – INFORMATION, STATEMENT OF DUTIES AND EMPLOYEE FILES**

#### **7.01 Information to Union**

The Employer agrees to supply the Union, including the Local, quarterly, with the name, classification and employment status of each Bargaining Unit employee. This would include notice concerning new employees, employees

whose employment has terminated, and employees who are on approved leave with or without pay.

7.02 In the interest of good labour relations the Employer shall inform the Local President of the creation of any new Bargaining Unit positions or the elimination of existing Bargaining Unit positions. The Employer will make every effort to inform the **Local** Union President before the creation or elimination is actioned.

### 7.03 Information for Employees

- (a) The Employer agrees to supply each employee and all new employees with a copy of the Collective Agreement within one (1) month after receipt from the printer.
- (b) On commencing employment, new employees shall also be provided by the Employer with an Employer's orientation package referencing additional policies applying to NPF employees and a Union orientation package as provided by the Union.

### 7.04 Statement of Duties

Upon written request, an employee shall be provided in writing with a complete and current statement of duties and responsibilities of **their** position including the positions classification level and rating.

### 7.05 Employee Files

Upon written request made by an employee to the Human Resources Office the employee file of that employee shall be made available once per calendar year for **their** examination in the presence of an authorized representative of the Employer.

## **ARTICLE 8 – CHECK-OFF**

8.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues established by the Union from the pay of all full-time and part-time employees in the Bargaining Unit.

The appropriate proportionate deductions will be made on a bi-weekly basis.

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

8.02 For the purpose of applying **Article** 8.01, deductions from pay for each employee in respect of each month will start with the first pay period during the first full calendar month of employment to the extent that earnings are available.

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

8.04 The Employer agrees to remit dues together with a list of employees (including names, job title, pay band, hourly wage, employee status, personal mailing address, and phone number) from whom deductions have been made to the Union at [dues-cotisations@psac-afpc.com](mailto:dues-cotisations@psac-afpc.com) by the fifteenth (15<sup>th</sup>) day following the end of each calendar month, except for circumstances beyond the Employer's control.

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

## **ARTICLE 9 – APPOINTMENT OF REPRESENTATIVES**

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

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

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

## **ARTICLE 10 – LEAVE FOR REPRESENTATIVES AND ACCESS TO PREMISES**

10.01 A representative shall obtain the permission of **their** manager through **their** immediate supervisor, before leaving **their** work to investigate issues that lie within the jurisdiction agreed to at Article 9, to meet with Management for the



purpose of dealing with grievances and to attend meetings called by Management. Such permission will not be unreasonably withheld. The representative shall report back to **their** manager or immediate supervisor, where practicable, before resuming **their** normal duties.

10.02 A representative will not receive pay for time spent performing the tasks outlined in **Article** 10.01 above during their regular scheduled time off, except for when such tasks are being performed during meetings called by the Employer.

10.03 When operational requirements permit, the Employer **shall** grant leave without pay to a maximum of three (3) employees for the purpose of attending **both contract preparatory with the PSAC Negotiator and** negotiation meetings, conciliation board or arbitration tribunal meetings concerning the Non-Public Funds employees at CFB Suffield.

**10.04 Subject to operational requirements and with at least one (1) week's notice, the Employer shall grant leave without pay to a reasonable number of designated employees to participate in Union events, training conferences or conventions. Shorter notice may be provided by mutual agreement of the parties.**

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

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

**10.07 When an employee is on approved leave without pay under this Article, their pay shall continue as normal and any time spent on Union leave without pay, where authorized by the Union, shall be billed to the approving body, either the UNDE component, the Local or the PSAC.**

## **ARTICLE 11 – BULLETIN BOARDS**

11.01 The Employer agrees to provide adequate space on new or existing bulletin boards for the use of the Union to post notices of interest to its members.

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

## **ARTICLE 12 – CONSULTATION**

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

12.02 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

12.03 The Employer agrees that the benefits mentioned in **Article** 12.02 above will not be reduced as a result of the signing of this Agreement.

## **ARTICLE 13 – LABOUR MANAGEMENT RELATIONS COMMITTEE**

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

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

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

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

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

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

**13.07 Agenda items must be provided at least two (2) weeks in advance of a set meeting. In the event no agenda items are provided, the set meeting will be cancelled or postponed.**

## **ARTICLE 14 – DISCIPLINE AND DISCHARGE**

14.01 Disciplinary measures are intended to be corrective rather than punitive in nature. **Discipline including suspension and/or discharge shall only be imposed for just cause.** They should serve to:

- (a) correct an employee's misconduct by deterring similar acts of misconduct in the future; and
- (c) motivate that employee to observe required standards of conduct.

### **14.02 Discipline. Suspension and Discharge Application**

Before disciplinary action can be taken against an employee:

- (a) there must have been an incident or act calling for a reaction,
- (b) there must be proof of the employee's involvement in the incident or commission of the act, and

- (c) the employee must be aware of the grounds for the laying of a charge taken against them and be given an opportunity to present their version of the facts.

#### 14.03

- (a) The Employer shall advise an employee of their right to Union representation when they are required to attend a meeting, with the Employer, the purpose of which is to conduct fact-finding as part of an investigation into an incident or to attend a meeting where discipline will be issued to an employee.

If following the completion of the investigation, the Employer determines that an employee will be disciplined, then the Employer shall advise the Union and the employee, where practicable, a minimum of two **(2)** days in advance of such a meeting.

- (b) In the event that an employee has been disciplined, such employee will be provided in writing, the reasons which caused the discipline and the corrective action required, with a copy provided to the Local Union President.

**14.04** Any preliminary investigation into the alleged misconduct of an employee shall be initiated without unreasonable delay **and in any case normally within five (5) business days following the incident that gave rise to the investigation.**

#### 14.05

- (a) Failure to draw unsatisfactory behaviour promptly to an employee's attention may be construed as condonation of that behaviour and may prejudice any contemplated disciplinary action.
- (b) New employees may be released during the probationary period for cause.

**14.06** Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed if there was no further disciplinary action recorded during the two (2) years.

#### 14.07 Failing to Report to Work

An employee who fails to report for duty for four (4) consecutive working days without informing the Employer of the reason for **their** absence will be presumed to have abandoned **their** position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

### **ARTICLE 15 – CASH AND STOCK SHORTAGES**

15.01 It is the responsibility of the Employer to provide secure facilities for the storage of cash and stock.

15.02 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.

15.03 A grievance arising out of the reimbursement of cash shortages pursuant to **Articles** 15.01 and 15.02 above may be referred to adjudication if needed. The Union and the Employer agree not to object to an adjudicator dealing with the merits of the case on grounds of an alleged lack of jurisdiction.

### **ARTICLE 16 – GRIEVANCE PROCEDURES**

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

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

16.03 A three-level grievance procedure is provided to employees. The Employer will post on the bulletin boards, the positions of the officials designated

by the Employer to handle each of the three (3) levels of the Grievance Procedure. The Union is to be supplied with copies of said postings.

16.04 Subject to and as provided in Part 2 of the ***Federal Public Sector Labour Relations Act*** as may be amended from time to time, an employee who feels aggrieved by the interpretation or application of the Collective Agreement or arbitral award, or by any matter, action or lack of action by the Employer 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 this Article 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 the Collective Agreement or an arbitral award, **they are** not entitled to present the grievance unless **they have** the approval of and is represented by the Union.

16.05 Subject to and as provided in Part 2 of the ***Federal Public Sector Labour Relations Act*** as may be amended from time to time, the Union may present a group grievance on behalf of a group of employees who feel aggrieved by the interpretation or application, common in respect of those employees, of this Collective Agreement or arbitral award other than a matter arising from the classification process, in the manner prescribed in this Article. 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.

16.06 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 and security of Canada.

16.07 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 NPF Human Resources Office.

16.08 An employee has the right to be represented by a Union representative in the grievance procedure at any level and at either, or both, the informal discussion (oral complaint) stage, or when the formal written grievance is being considered.

16.09 At the request of an employee/group of employees who have presented a grievance, the Union representative shall have the right to consult with the person designated to reply on the Employer's behalf at any level in the grievance procedure. At levels other than the final level the request for consultation may be made orally.

16.10 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 bypassed by the mutual consent of the Employer, the employee/group of employees and the Union representative.

16.11 An individual or a group grievance shall be presented:

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

after the day on which the employee/group of employees are notified orally or in writing, or where the employee/group of employees are 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.

16.12 When an employee, or the Union on behalf of a group of employees, is not willing to accept the response to a grievance submitted to the first or second

level and wish 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.

16.13 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.

16.14 The Employer shall 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.

16.15 The time limits stipulated in the grievance procedure may be extended by mutual agreement between the Employer, the grievor(s) and the Union representative.

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

16.17 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.

16.18 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.

16.19 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 or group of employee's satisfaction, they may refer the grievance to adjudication in accordance with the provisions of the ***Federal Public Sector Labour Relations Act*** and Regulations, as may be amended from time to time.



16.20 When a grievance that may be presented to adjudication is a grievance relating to the interpretation or application in respect of **them** of a provision of a Collective Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Union for the Bargaining Unit to which the Collective Agreement or arbitral award applies signifies in prescribed manner:

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

### Harassment and Discrimination Grievance

16.21 The Employer and the Union recognize that an employee may file a grievance alleging that the terms and conditions of **their** employment have been affected by discrimination on any prohibited ground, as defined in the *Canadian Human Rights Act*, or harassment, as defined in the Employer's harassment policy.

16.22 In the event that an employee chooses to grieve discrimination or harassment, the grievance shall be submitted immediately to the third and final level of the Employer's grievance process. Notwithstanding the timelines set forth in this Article, the Employer shall reply to a grievance regarding discrimination or harassment within ninety (90) days after the grievance is presented.

16.23 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination or harassment. The selection of the mediator will be by mutual agreement.

## ARTICLE 17 – HEALTH AND SAFETY

17.01 The Employer will continue to make provisions for the occupational safety and health of employees.

17.02 The Employer and the Union agree that the provisions on Part II of the *Canada Labour Code*, as may be amended from time to time, apply for the purposes of occupational safety and health.

17.03 Members who are selected by the Union to attend health and safety meetings called by the Employer shall be paid for all such times and mileage for travel incurred, under the terms of the agreement.

17.04 Subject to operational requirements, the Employer agrees to accommodate a pregnant employee who obtains a medical certificate stating that her workplace contains some risks for her health or the health of the foetus **or the health of her breast-feeding child. The employee, whether or not she has been assigned to another job, is deemed to continue to hold the job that she held at the time she ceased to perform her job functions and shall continue to receive the wages and benefits that are attached to that job for the period during which she does not perform the job.**

## **ARTICLE 18 – PROTECTIVE CLOTHING. UNIFORMS AND FOOTWEAR**

18.01 Where the Employer requires an employee to wear a uniform, the Employer shall issue, without charge, sufficient uniforms for that employee, including protective clothing. The Employer agrees to replace uniforms as required at its discretion to maintain the professional appearance of its staff. Where feasible the Employer will assume the cost of altering any uniforms that need adjustment.

18.02 Employees agree to keep their uniforms clean and presentable and not to wear their uniforms outside of the workplace when not travelling to or from the workplace. Where the Employer requires an employee to wear a uniform and where the Employer requires that uniform to be dry cleaned, the Employer will pay the cost of the dry cleaning. Furthermore, the Employer shall pay for the cleaning of the uniforms before they are handed on to new employees.

18.03 The Employer shall provide a sufficient number of parkas without charge to employees for use in the following workplaces:

Warehouse;  
Gas Bar;  
Receiving Area,  
Freezers and Arena.

18.04 An annual allowance of one hundred and **seventy-five** (\$175.00) 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 payable once per year on presentation of proof of purchase.

18.05 In the case where the employee has not used **their** annual allowance of one hundred and **seventy-five** dollars (\$175.00) the allowance can only be carried

over to the following year to a maximum of three hundred **and fifty** dollars (\$350.00).

## **ARTICLE 19 – REST ROOMS**

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

## **ARTICLE 20 – HARASSMENT**

**20.01 The *Canada Labour Code*, Part II, establishes the process for the Employer to prevent workplace harassment and violence from happening, responding to situations in which harassment or violence have occurred and importantly, supporting victims of harassment and violence.**

**20.02 Harassment and Violence means any action, conduct or comment, including of a sexual nature that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an Employee, including any prescribed action, comment or conduct (the *Canada Labour Code*, Part II, subsection 122(1)). The Employer's policy on Workplace Harassment and Violence Prevention outlines the process to respond to any related occurrences.**

20.03 The Employer and the Union recognize that the Employer has a policy and guidelines regarding the prevention of harassment as defined under the *Canadian Human Rights Act* that allows its employees the substantive right to grieve or file a harassment complaint for issues involving harassment, including sexual harassment and abuse of authority (such as retribution for reporting abuses of office or "whistle-blowing"), as defined in the policy. This policy protects the rights of employees to work in an environment free from such harassment as defined under the *Canadian Human Rights Act* and confirms that harassment will not be tolerated in the workplace.

20.04 An employee who has concerns regarding harassment may either file a harassment complaint in accordance with the provisions of the Employer's harassment policy and guidelines or file a grievance in accordance with the relevant provisions of Article 16.

20.05 The Employer and the Union recognize that this Article does not create any substantive rights outside of those created in the Employer's **Workplace Harassment and Violence Prevention**, dated **01 January 2021**, as agreed to by UNDE, do not form part of this Agreement. The Employer confirms its intention to maintain a harassment **and violence prevention** policy and consult with UNDE regarding any amendments to the policy. A copy of the revised policy will be provided to PSAC and UNDE.

20.06 The Employer will keep the appropriate Union representatives informed of ongoing developments for each situation under the resolution process. All incidents shall be reported at the joint Occupational Health & Safety Committee meetings.

### PART III – WORKING CONDITIONS

#### ARTICLE 21 – HOURS OF WORK

21.01

(a) Operational Category

The normal hours of work shall not exceed eight (8) hours in a day and forty (40) hours in a week. A week will include a period of seven (7) consecutive days starting at 0000 hours Monday and ending the following Sunday at 2400 hours.

(b) Administrative Support Category

The normal hours of work for employees performing office work outside the CANEX operational facilities shall not exceed seven and one-half (7½) hours in a day and thirty-seven and one-half (37½) hours in a week.

21.02 A work schedule shall be posted on the appropriate bulletin board showing the scheduled working hours for each employee covered by this Agreement for the following week. The schedule shall be posted by Thursday of each week. If a schedule is not posted by Thursday, the schedule for the previous week shall apply, however the rescheduling shall not adversely affect an employee's entitlement under **Article** 21.04. After Thursday no changes in schedule for the following week shall be made, except where changes are necessary due to circumstances beyond the control of the Employer. Where such

changes are necessary, the employee shall be given notice as far in advance as possible.

21.03 Provided sufficient advance notice is given in writing and with the approval of the Employer or **their** delegate, employees may exchange shifts. The Employer and the Union agree that there shall be no increase in cost to the Employer or changes in employee status as a consequence of any shift exchanges.

21.04 Once in every two (2) week period and at the discretion of the Employer or **their** delegate, employees shall be scheduled two (2) consecutive days off, which shall be either a combination of Friday-Saturday, Saturday-Sunday or Sunday-Monday. Upon written request of an employee and with the approval of the Employer and consultation with the Union this provision may be rendered void for a specific period of time. At the discretion of the Employer, employees who normally work between Friday and Monday shall have their two (2) consecutive days off scheduled on combinations of days other than the above. **No employee will be required to work more than six (6) consecutive days in a work schedule.**

21.05 If an employee is scheduled to work in accordance with **Article** 21.04 above and **they** report to work and there is no work available, **they** shall be paid a minimum of three (3) hours pay at **their** regular rate.

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

21.07 Additional hours which become available will be offered first to Bargaining Unit employees in their job title in their outlet, on an equitable basis among those employees who are readily available and who have the qualifications, experience, ability and skill to perform the work. The Employer or **their** delegate may first attempt to distribute additional hours in such a way that it will not result in an additional cost to the Employer, and will not conflict with existing schedules. The distribution of additional hours will not result in a change of status of the employee. Available additional hours are those hours which become available due to scheduled or unscheduled absences of Bargaining Unit employees or changes in operational requirements.

21.08 Provided that they are available to work the hours required, employees shall not be scheduled to work fewer hours than less senior employees in the same job title and in the same outlet.

21.09 All work schedules shall be written in ink or in a computerized format.

21.10 No employee shall be required to work a new shift unless a minimum of eight (8) hours has passed since the previous day's work period ended unless otherwise mutually agreed.

21.11 Wash-Up time

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

21.12 Rest Periods and Meal Periods

- (a) Each employee shall be granted a rest period of fifteen (15) minutes during each working period of three point seven five (3.75) hours or more. Such rest periods shall not be allocated within one (1) hour of starting or quitting time. An employee will not be entitled to more than two (2) rest periods in a seven and one-half (7½) or an eight (8) hour work day as applicable.
- (b) With the approval of the Employer or **their** delegate an employee who is not granted a rest period as a result of operational requirements shall be compensated at **their** regular rate of pay in addition to any other remuneration **they** may be entitled to.
- (c) Employees working six (6) consecutive hours are entitled to an unpaid meal period of not less than thirty (30) minutes, and no more than sixty (60) minutes. The meal period shall be scheduled as close to the mid-point of the work period as possible.

Except in those operations, which normally employ only one person, the meal periods shall be uninterrupted.

- (d) The meal and rest periods in operations that employ only one (1) person shall remain as per past practice unless changes are mutually agreed upon.

For greater certainty, past practice means that at the Employer's discretion, an employee may:

1. take the meal or rest periods;
  2. be paid for the meal period at the applicable rate of pay;
  3. be paid for the rest period at the regular rate of pay; or
  4. be granted equivalent compensatory time off at the employee's regular rate of pay
- (e) Upon written request of an employee where the employee has obtained the Union's concurrence, and with the approval of the Employer, this provision may be rendered void for a specific period of time.

#### 21.13 Major Storm and Any Unforeseen Occurrences

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

- (a) Employees advised by the Employer not to report to work will be paid for the scheduled work hours at the regular rate of pay; and
- (b) Employees who are at work and are sent home by the Employer will be paid for the balance of the scheduled shift at the regular rate of pay.

#### 21.14 Variable Hours for Administrative Category Employees

- (a) Notwithstanding the provisions of **Article** 21.01, upon the written request of an employee and the approval of the Employer, an employee may complete the weekly hours of employment in a period of other than seven and one-half (7½) hours in a day and thirty-seven and one-half (37½) hours in a week provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) days, the employee works an average of and thirty-seven and one-half (37½) hours per week.
- (b) In every fourteen (14), twenty-one (21) or twenty-eight (28) days, the employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.

21.15 Terms and Conditions Governing the Administration of Variable Hours of Work

Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

21.16 For greater certainty, the following provisions shall be administered as provided herein:

- (a) Overtime shall be compensated for all work performed in excess of an employee's scheduled hours of work at time and one half (1½). Overtime shall be compensated on days of rest in accordance with **sub-Articles 22.01 (b) and (c)**.
- (b) Leave: Earned leave credits, other leave entitlements and designated holidays shall be equal to seven decimal five (7.5) hours per day. When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

21.17 Variable Schedules

- (a) The scheduled hours of work of any day shall be set forth in a variable schedule and may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.
- (b) Such schedules shall provide an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule. The maximum life of a schedule shall be twenty-eight (28) days.
- (b) Whenever an employee changes **their** variable hours or no longer works variable hours, all appropriate adjustments will be made.

**21.18 In the event of a lockout or a legal strike by another Bargaining Unit, the Employer shall not require any employee to cross a picket line to perform duties ordinarily carried out by the picketers. When entry to the workplace**



is blocked to the point of creating a danger for the employee (as defined in section 122(1) of the *Canada Labour Code*), then the employee shall notify their manager. Once reported, if the Employer is unable to assist the employee with reporting to work or if no alternative work arrangements are available, then the worker shall receive their normal pay for the day.

## **ARTICLE 22 – OVERTIME**

22.01 When an employee is required to work in excess of the normal hours of work stipulated in **Article 21.01**, **they are** entitled to overtime compensation for each completed period of fifteen (15) minutes of overtime worked by **them** at the rate of time and one-half (1½) except as provided in (a), (b) and (c) following:

- (a) double time (2 x) for all overtime worked in excess of eight (8) overtime hours on the normal working day;
- (b) double time (2 x) for all overtime worked in excess of eight (8) consecutive overtime hours on a day of rest; and
- (c) double time (2 x) for overtime on the second and subsequent days of rest provided that these days of rest are contiguous with the first day of rest.

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

Employees placed in acting positions in accordance with **Article 29.05** of this Agreement shall be compensated for overtime as per Article 22. Overtime must be approved in advance.

22.02 Overtime shall be compensated in money except where, on request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.

- (a) The duration of this leave shall equal the number of overtime hours multiplied by the appropriate rate. The compensation of such leave shall be calculated at the employee's regular rate at the time when the overtime hours were worked. At the end of the fiscal year, any unused compensatory leave shall be carried over to the next year at the employee's request and with the Employer's approval. The Employer shall grant compensatory leave at times convenient to both the

employee and the Employer. Such requests shall not be unreasonably denied.

- (c) If an employee becomes ill during a period of compensatory leave and such illness is supported by a medical certificate, the employee shall be granted sick leave and **their** compensatory leave shall be restored.

22.03 Overtime shall be offered first on an equitable basis among those employees who are readily available in the outlet which requires the work, provided the employee has the qualifications, experience, ability and skill to perform the work. If no employee wishes to work the overtime, the Employer shall assign the work to a junior employee who has the qualifications, experience, ability and skill to perform the work.

#### 22.04 Premium Pay

Hours worked between 6:00 PM and midnight on Christmas Eve (December 24) Christmas Day and on New Year's Eve (December 31) and New Years Day shall be compensated at two times (2 x) the employee's regular hourly rate.

#### 22.05 Overtime Meal Allowance

An employee who works three (3) or more hours of overtime;

- (a) immediately before the employee's scheduled hours of work; or
- (b) immediately following the employee's scheduled hours of work and who has not been notified of this requirement prior to the completion of their previous shift shall be reimbursed for one (1) meal in the amount of **thirteen** dollars (\$13.00) except where meals are provided by the Employer. Reasonable time, to be determined by the Employer shall be allowed the employee in order that the employee may take an unpaid meal break either at or adjacent to the employee's place of work.

### **ARTICLE 23 – CALL-IN AND CALL-BACK**

23.01 When an employee who is not scheduled to work that day is called in and reports to work **they** shall receive a minimum of three (3) hours pay at **their** applicable rate of pay. The employee is entitled to overtime pay at the applicable

rate if total hours worked in the work week exceeds thirty-seven and one-half (37½) hours for administrative support employees or forty (40) hours for operational employees.

23.02 If an employee who has completed **their** scheduled hours in a day is called back to work and returns to work, **they** shall be entitled to a minimum of three (3) hours pay at one and one half times (1½ x) **their** regular rate of pay, provided that the period worked by the employee is not contiguous to the employee's normal hours of work and **they were** not notified of such overtime requirement prior to completing **their** last period of work. The employee is entitled to overtime pay at the applicable rate if total hours worked in the day exceeds seven and one-half (7½) hours for administrative support employees or eight (8) hours for operational employees.

## **ARTICLE 24 – SENIORITY**

### 24.01 Definitions

- (a) Seniority for full-time employees shall be defined as total length of continuous full-time employment in the Bargaining Unit;
- (b) Seniority for part-time employees shall be defined as total length of continuous part-time employment in the Bargaining Unit;
- (c) Probationary employees shall have no right under (a) and (b) above under the seniority provisions of this Agreement until the conclusion of the probationary period as specified in **sub-Article** 2.01(c) of this Agreement, at which time an employee's seniority shall date back to **their** first day of continuous employment;
- (d) Outlets: the seniority of an employee with regards to layoff, recall from layoff or any other provision set out in this Article shall be by outlet. The Operational Category Bargaining Unit shall be divided into the following operations called outlets:

CANEX SuperMart  
Crowfoot Officer's Mess  
Crowfoot WO's and Sgt's Mess  
Crowfoot JR Ranks Mess  
Base Officer's Mess  
Base WO's and Sgt's Mess

Base JR Ranks Mess  
**Jubilee Arms Bar and Restaurant**  
Fitness and Recreation Centre  
Library

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

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

- (a) voluntarily leaves **their** employment with the Employer;
- (b) is discharged for just cause;
- (c) has been laid-off for a continuous period of twelve (12) months;
- (d) has been laid-off and is recalled to work and fails to return to work or to give in writing valid reasons for **their** inability to do so five (5) working days, (three weeks in the case of seasonal employees) prior to the date **they have** had been requested by the Employer, in writing by registered mail, to return to work. In order to be eligible for recall from lay-off the employee must provide the Employer with **their** current mailing address and telephone number;

For the purpose of this Article, “seasonal employee” is defined as an employee who is appointed to a position which is not continuous throughout the year but recurs in successive years. Seasonal employees shall be entitled to all applicable provisions of the Collective agreement in accordance with their status.

- (e) overstays a period of leave granted by the Employer in accordance with Articles 26, 27, and/or 28 of this Agreement without securing an extension of such leave; or

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

24.04 Vacancies within the Bargaining Unit that are initially anticipated to be three (3) months in duration or longer will be filled accordingly:

- (a) The vacancy shall be offered first, on the basis of seniority, to any employee on the layoff list of the outlet concerned provided **they are** of the same classification of the vacant position or higher and provided **they have** the necessary qualifications, experience, ability, and skill to do the job required.
- (b) If the vacancy cannot be filled in accordance with **sub-Article 24.04(a)** above, a notice of competition shall be posted for seven (7) calendar days **on the** notice boards and interested employees shall apply in writing to the responsible officer named in the poster. The notice of competition shall contain a summary of duties, the qualifications for the position and its classification and wage rate. An employee in the outlet where the vacancy occurs shall be given first opportunity to fill the position provided **they have** the qualifications, experience, ability and skill to do the job required. Where the Employer determines that there is more than one (1) employee in the outlet concerned with equal qualifications to fill the vacancy, the more senior employee will be given preference.
- (c) If the vacancy cannot be filled in accordance with **sub-Article 24.04(b)** above then an employee in the Bargaining Unit shall be given first opportunity to fill the position provided **they have** the qualifications, experience, ability and skill to do the job required. Where the Employer determines there is more than one (1) employee in the Bargaining Unit with equal qualifications to fill the vacancy, the more senior employee will be given preference.
- (d) Following the foregoing if there is no qualified applicant, the Employer may appoint any person it desires to fill the position.

24.05 If, at any time within sixty (60) days of being awarded the job in accordance with **Article 24.04** above, the employee requests to be returned to **their** former job or the employee cannot satisfactorily perform the job, **they** shall be returned to **their** former position or a similar position and former wage rate without loss of seniority.

24.06 Only an employee who applied for a competition and was not selected at the stage in the process outlined in **Article 24.04** above at which **they were** entitled

to be considered may submit a grievance regarding the competition. The grievance must be submitted at the first level of the grievance procedure within the ten (10) working days following the day on which the employees were advised of the name of the successful candidate.

24.07 When a full-time employee is laid-off due to lack of work and there is part-time work available in the Bargaining Unit, if the full-time employee so requests, **they** shall be given preference to work such part-time work if **they are** able and qualified to perform such work. **The employee** shall be paid at the hourly rate of pay of the job title of the part-time work. A full-time employee who works part-time hours in accordance with this Article will retain seniority as a full-time employee for 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 as a full-time and part-time employee.

24.08 Within sixty (60) days of the signing of this Collective Agreement a separate seniority list for full-time and part-time employees shall be posted in outlets for a period of three (3) weeks in accordance with **Article** 24.01 above. The seniority date for each employee shall be considered correct if no objection is made within three (3) weeks of the first day of the posting of the initial list on which the employee's name appears. The Employer shall provide the Local with revised seniority lists semi-annually.

24.09 In this Article, the Employer **shall assess qualifications, experience, ability and skills** but agrees that such decisions will not be made in an arbitrary or discriminatory manner.

24.10 Should a Bargaining Unit position become vacant and is not posted within thirty (30) calendar days the Employer shall notify the Union in writing.

## **ARTICLE 25 – DESIGNATED HOLIDAYS**

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

- New Year's Day
- Good Friday
- Easter Monday
- Sovereign's Birthday (Victoria Day)
- Canada Day
- First Monday in August

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

One additional holiday when proclaimed by an Act of Parliament as a National Holiday

25.02 There shall be no payment for designated holidays which occur within a period of leave without pay.

25.03 The method of granting designated holidays varies when a full-time employee is employed either in a continuous or a non-continuous operation. The definition of continuous operation which would apply to employees is any operation or service normally carried on without regard to Sundays or public holidays. This would include, but not be limited to, Messes, operational military fitness requirements, recreational activities, food services and the CANEX SuperMart.

25.04 When a full-time employee is engaged in a continuous operation, and is entitled to a holiday on which **they are** required to work, the following applies:

- (a) The employee shall be paid, in addition to **their** regular rate of pay for that day, at one and one half times ( $1\frac{1}{2}$  x) **their** regular rate of pay for the time worked by **them** on that day; or
- (b) The employee shall be paid at one and one-half times ( $1\frac{1}{2}$  x) **their** rate of pay for the hours worked on the designated holiday and be given a day off with pay at some other time which may be by way of addition to **their** annual vacation or at a time convenient to **them** and the Employer.

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

- (a) When a holiday falls on a day that is a non-working day for a full-time employee, the employee is entitled to and shall be granted a holiday with pay at some other time. This may be by way of an addition to **their** annual vacation or granted as a holiday with pay at a time convenient to **them** and **the** Employer. Except that, when New Year's Day, Canada Day, Remembrance Day, Christmas Day or Boxing Day falls

on a Sunday or Saturday that is a non-working day, the employee is entitled to and shall be granted a holiday with pay on the working day immediately preceding or following the designated holiday.

- (b) A full-time employee who is required to work on a day on which **they are** entitled to a holiday with pay shall be paid in addition to **their** regular rate of pay for that day, at one and one half times ( $1\frac{1}{2}$  x) **their** regular rate of pay for the time worked by **them** on that day.

25.06 A full time employee shall be paid for holidays mentioned in **Article 25.01** above unless they are absent on their scheduled day prior to or following the holiday subject to the following:

- (a) Employees who are sick on either days mentioned in **Article 25.01** above shall be entitled to the paid holiday provided the employee provides proof of the illness or injury, if requested by the Employer during the period of illness or injury; and
- (b) Employees on leave with pay or leave of absence for Union business not in excess of two (**2**) weeks on either of the days mentioned in **Article 25.01** above shall be paid for the holiday.

25.07 A full-time employee who is required to work on a designated holiday shall be paid **their** holiday pay if entitled as per **Article 25.06** above and one and one half times ( $1\frac{1}{2}$  x) **their** hourly rate for the first eight (8) hours worked by **them** on that day and two times (2 x) **their** hourly rate of pay for all hours worked thereafter.

25.08 When a full-time employee works on a holiday following a day of rest on which **they** also worked and received overtime in accordance with **Article 25.07** of this Agreement, **they** shall be paid in addition to the pay that **they** would have been granted had **they** not worked on the holiday, two times (2 x) **their** hourly rate of pay for all time worked.

25.09 Upon completion of thirty (30) days of employment, part-time employees shall be paid four point two five percent (4.25%) of gross regular earnings as designated holiday pay every pay period. If a part time employee works on a designated holiday, the employee will be paid at the rate of one and **one-half** times ( $1\frac{1}{2}$  x) their rate of pay for the hours worked on that day.



## **PART IV – LEAVE PROVISIONS**

### **ARTICLE 26 – VACATION LEAVE**

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

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

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

26.02 In lieu of paid vacation leave, part-time employees are entitled to and shall be paid the following vacation pay at each bi-weekly pay period:

<b><u>Continuous Part-Time Employment</u></b>	<b><u>Entitlement</u></b>
In the 1 <sup>st</sup> year	4% of gross earnings
In the 2 <sup>nd</sup> to 6 <sup>th</sup> year	6% of gross earnings
In the 7 <sup>th</sup> to 15 <sup>th</sup> year	8% of gross earnings
In the 16 <sup>th</sup> to 17 <sup>th</sup> year	9.2% of gross earnings

In the 18 <sup>th</sup> to 26 <sup>th</sup> year	10% of gross earnings
In the 27 <sup>th</sup> year	10.8% of gross earnings
On completion of the 28 <sup>th</sup> and subsequent years	12% of gross earnings

NOTE: entitlement is on gross annual earnings

**26.03** Recognition of Prior Service in the Canadian **Armed** Forces in the Calculation of Vacation Entitlement

**Subject to the provisions of this Article, any employee who has qualifying prior service in the Canadian Armed Forces will have this service included in the calculation of their vacation entitlement outlined in Article 26.01 or 26.02**

- (a) For the purposes of this **Article**, qualifying prior Canadian **Armed** Forces service shall be any period of former Canadian Forces service as either a member of the Regular Force or Reserve Force Class B or C that is at least **six (6)** continuous months in duration and during which time the employee was not earning vacation as an NPF employee. For greater certainty, prior, current or future Canadian Forces service earned during any period where the employee also earned or received vacation pay with/from NPF does not count as qualifying prior Canadian Forces service.
- (b) In order to be eligible for the inclusion of qualifying prior Canadian 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 Forces service. Acceptable records include confirmation of :
  - (i) Service as a contributor under the *Canadian Forces Superannuation Act*;
  - (ii) Service that has been elected as pensionable service under sub-paragraph 6.(1)(b)(iii)(C) of the *Public Service Superannuation Act*; or

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

**26.04** Upon written request, a part-time employee shall be granted time off without pay for vacation purposes based on the vacation entitlement in accordance with Article 26.01. For purposes of vacation scheduling, Articles 26.10 and 26.11 will apply to part-time employees, and in cases where operational requirements dictate it is agreed that full-time employees will have preference over part-time employees.

**26.05** Notwithstanding the above provisions, an employee converting from part-time to full-time status at CFB Suffield may count **their** previous continuous part-time employment at CFB Suffield towards full-time vacation entitlement. Calculation shall be based on the anniversary date of the employment of the employee.

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

**26.07** A full time employee is entitled to vacation leave with pay to the extent of **their** earned credits.

**26.08** Under normal circumstances, employees are required to take vacation leave in the year in which it is earned to the extent of their earned vacation credits.

**26.09** An employee shall give the Employer at least fourteen (14) calendar days notice in writing regarding the actual dates on which **they** wish to take **their** vacation, if the period of vacation is in excess of five (5) days.

**26.10** 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.

**26.11** When a vacation request has been approved by the Employer it cannot be displaced by a subsequent request by an employee with more seniority.

**26.12** An employee is entitled to be informed, upon request, of the balance of **their** vacation entitlement.

26.13 Subject to operational requirements, the Employer may schedule the Saturday prior to the commencement of an employee's vacation period as the employee's Saturday off in that four (4) week period.

26.14 Where, in respect of any period of vacation leave with pay, an employee is granted sick leave on production of a medical certificate that is dated within the period of sickness, the period of vacation leave with pay so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.

26.15 Vacation leave shall not be accumulated from year to year. However, it is realized that occasionally vacation leave cannot be taken in the year it is earned because of illness, job requirements or other exceptional circumstances. In such cases vacation leave 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. The Employer may authorize carry-over of vacation leave not exceeding one (1) year's entitlement.

26.16 On termination of employment or death, the employee or **their** estate 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.

## **ARTICLE 27 – SICK LEAVE**

27.01 All full-time employees who have completed their probation period are entitled to up to seventeen (17) weeks sick leave at full pay.

27.02 The following conditions govern the entitlement to sick leave:

- (a) The employee must contact **their** immediate supervisor prior to or at the beginning of **their** regular starting time on the first day of absence, indicating the reason for the absence and the expected date of return.
- (b) A medical certificate signed by a doctor must be provided for each absence in excess of five (5) working days. The Employer reserves the right to require a medical certificate for any period of illness provided that **the employee is** advised that **they are** required to produce a medical certificate before **they** return to work. Prolonged or frequent illnesses may require additional certificates at the expense of the

Employer, from the employee's doctor or a doctor mutually agreed upon.

- (c) Maternity leave and related disabilities are excluded from the sick leave plan. A pregnant employee who has not commenced maternity leave is eligible for coverage under the sick leave plan including coverage for pregnancy related illnesses.
- (d) The employee's full sick leave benefits are reinstated after they have returned to work for thirty (30) calendar days for the same disability or for five (5) continuous working days if the disability is for a new cause.

27.03 Part-time employees who have completed their probationary period may be granted up to a maximum of **fourteen (14) hours** of paid sick leave per fiscal year. **If the worker is hired later in the fiscal year, then the total number of hours of sick leave shall be prorated, but not to an amount less than eight (8) hours.** The following conditions govern the entitlement to sick leave:

- (a) The employee must contact **their** immediate supervisor on the first day of the absence indicating the reason for the absence and the expected date of return.
- (b) The Employer reserves the right to require a medical certificate for any period of illness, regardless of duration, provided that the employee is advised in writing of the requirement beforehand.
- (c) Employees on maternity leave or any other form of leave are excluded from earning and taking sick leave.
- (d) Sick leave **for part-time employees** is not cumulative from year to year, nor does it have any cash value.

**This leave may be taken in hourly increments.**

#### 27.04 Attendance Management

The Employer will not employ its attendance management policy in an arbitrary manner. Employees who use sick leave for bona fide reasons and adhere to all the requirements regarding the same will not be subject to disciplinary action.

## **ARTICLE 28 – OTHER LEAVE**

### 28.01 **Maternity and Parental Leave**

Any employee who has completed six (6) months of continuous service with the Employer has the right to leave without pay as follows:

- (a) 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 of leave beginning at the earliest **twelve (12)** weeks before the estimated termination date of **their** pregnancy, and ending at the latest seventeen (17) weeks after the date of delivery.
- (b) Where an employee has or will have the actual care and custody of a newborn child or adopts a child, that employee is entitled to and shall be granted a leave of absence from employment **without pay for either:**
  - (i) **a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period; or**
  - (ii) **a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period.**  
**beginning on the day on which the child is born or the day on which the child comes into the employee's care.**
  - (iii) in the case of a **birth mother** employee, on the expiration of any leave of absence taken for maternity purposes, or on the day the child is born or comes into **their** care and custody.
- (c) This leave may be taken at any time in the fifty-two (52) weeks following the time the child is born or is placed in the adoptive parents home.
- (d) Where the employee's child is born with or contracts a condition that requires hospitalization within the period defined in (a) and (b) above and the employee returns to work during all or part of any periods during which the newborn is hospitalized the employee may resume the leave to the extent provided in (a) and (b) above provided that the

leave does not end later than one hundred and four (104) weeks after the child is born or comes into the care of the employee.

- (e) An employee may elect to use earned vacation and compensatory leave credits immediately preceding or following the periods of leave outlined in **sub-Articles 28.01(a)** and (b).
- (f) The aggregate amount of parental leave and adoption leave that may be taken by two **(2)** employees for childcare responsibilities will not exceed **sixty-three (63)** weeks.
- (g) Every employee is to give at least four (4) weeks' notice in writing to the Employer of the intent to take leave pursuant to **Article 28.01** and of any change in length of leave intended to be taken.
- (h) An employee returning from leave provided pursuant to **Article 28.01** shall be reinstated into the position occupied at the time the leave commenced, or if the position no longer exists, in a comparable position in the same location, with not less than the same wages and benefits. If during the period of leave, the salary and benefits of the group to which the employee belongs are changed as a result of a reorganization, and/or renewal of the Collective Agreement, the employee is entitled upon return from leave to receive the same salary and benefits that the employee would have received had **they** been working when the reorganization and/or renewal of the Collective Agreement took place. An employee on leave will be notified in writing if such a change occurred.
- (i) Leave granted under this **Article** shall be counted as "service" for purposes of benefits in **this** Agreement. This shall not apply where an employee terminates employment immediately following leave pursuant to **Article 28.01**.
- (j) The employee shall, along with the request for maternity or parental leave without pay, notify the Employer in writing of the options concerning the 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 her pension and/or group insurance benefits during maternity leave, the Employer will continue to pay its applicable share of the premiums and contributions. If an employee elects to continue their pension

and/or group insurance benefits during parental leave, **they** will be responsible for both the employee and Employer share of the premiums.

## 28.02 Maternity Leave Allowance

- (1) An employee shall be granted a maternity top-up allowance, which shall consist of a total of seventeen (17) weeks of payments, as follows:**
  - (a) where an employee is subject to a waiting period before receiving EI maternity benefits, they are eligible to receive ninety-three percent (93%) of their weekly gross pay;**
  - (b) for each week that the employee receives a maternity benefit pursuant to section 22 of the *Employment Insurance Act*, they are eligible to receive the difference between ninety-three percent (93%) of their weekly gross pay and the EI maternity benefits; and**
  - (c) where an employee has received the full fifteen (15) weeks in (b) and remains on maternity leave without pay, they are eligible to receive the additional week(s) of maternity allowance at ninety-three percent (93%) of their weekly gross pay.**
- (2) In accordance with the following conditions:**
  - (a) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that **they have** applied for and **are** eligible to receive Employment Insurance benefits pursuant to section 22 of the *Employment Insurance Act*, as may be amended from time to time, shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan;**
  - (b) An employee who receives the allowances shall be required to return to work for a period equal to the period of maternity leave taken on the date of expiry of maternity 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; and**
  - (c) Should the employee fail to return to work the employee is indebted to the Employer for the full amount of the two (2) week allowance and the**



fifteen (15) week top-up allowance. However, in the case of an employee whose spouse is transferred the employee will not be required to make the repayments.

### 28.03 Leave for Family Related Responsibilities

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

- (a) To take a dependent family member for medical or dental appointments, or for appointments with appropriate authorities in school or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize **their** absence from work. An employee requesting leave under this 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 or daycare facility.
- (g) To attend an appointment with a legal or paralegal representative or with a financial representative if the supervisor was notified of the appointment as far in advance as possible.
- (h) To attend emergencies beyond the control of the employee.

- (i) **To attend a house-hunting trip for relocation of spouse.**
- (j) The total leave with pay, which may be granted under this **Article** shall not exceed five (5) working days in any fiscal year.

28.04 For the purposes of this **Article**, family is defined as spouse (or common-law spouse, resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), grandchildren or any relative permanently residing in the employee's home or with whom the employee permanently resides.

#### 28.05 Personal Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, a **full-time and part-time** employee shall be granted, in each fiscal year, up to one **(1) shift** of leave with pay for reasons of a personal nature. **The Employer may approve requests with less than the above notice and such requests shall not be unreasonably denied.**

#### 28.06 Leave for Pregnant Employees

The Employer shall grant pregnant employees up to a half (½) day of reasonable time off with pay for the purpose of attending **each** medical appointments relating to the employee's pregnancy. An employee is expected to make reasonable efforts to schedule such appointments in such a way as to minimize her absence from work. An employee requesting **such** leave must notify her supervisor of the appointment as far in advance as possible.

#### 28.07 Bereavement Leave

An employee will be given leave for five (5) consecutive days immediately following the death of a member of **their** immediate family and for one (1) day in the case of a distant relative. In addition, **the employee** may be granted up to two (2) days leave with pay for the purpose of travel related to the death. If required, one or more days referred to in this Article can be carried forward to the day of the cremation or burial if such an event is to occur at a later date, on the condition that the leave does not extend beyond the day following the cremation or burial.

28.08 For the purpose of this Article, immediate family will comprise anyone of the following: spouse (including common-law spouse), **child**, brother or sister, mother or father, step parents, foster parents, father-in-law or mother-in-law, ,

grandparents grandson or grand-daughter, foster child, child of common law spouse and step-child or ward, **brother-in-law, sister-in-law, son-in-law, daughter-in-law** or any relative permanently residing in the employee's home or with whom the employee permanently resides; and distant relatives will be any of the following: aunt, uncle and **their spouse or common law partner**, spouse's grandparents, **niece or nephew**.

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

28.10 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 28.07** above.

#### 28.11 Court Leave with Pay

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

- (a) in or under the authority of a court of justice or before a grand jury;
- (b) before a court, judge, justice, magistrate or coroner;
- (c) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of **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 the employee** for witness fees and the amount **they** would have earned had **they** worked on the day **they were** required to appear as a witness.

When an employee is summoned under the circumstances described above, **they** shall notify **their** Employer as soon as possible. Where practical, an employee is required to return to work for the remainder of the day or days when dismissed by counsel or the third party.

#### 28.12 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 the employee** for jury services and the amount **they** would 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 where practical fails to report back to work, or if jury duty occurs on the employee's regular scheduled day off. The employee must promptly notify the Employer that **they have** been summoned for jury duty.

#### 28.13 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, within a fifty-two (52) week period, of Compassionate Care Leave without pay.**

- (a) An employee returning from compassionate care leave shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the same location, with not less than the same pay and benefits. If during the period of leave, the pay and benefits of the group to which the employee belongs are changed, the employee is entitled, upon return from leave, to receive the same pay and benefits that the employee would have received had **they** been working when the change occurred. An employee on leave will be notified in writing if such a change took place.
- (b) Length of service continues to accrue during absences of compassionate leave.
- (c) An employee shall, along with the request for compassionate care leave, notify **the Employer** in writing of the options concerning the pension and group benefits coverage. An employee on compassionate leave may continue group benefits coverage provided the employee

pays **their** share of contributions; **the Employer** shall continue to pay its share of contributions.

#### 28.14 Work Related Illness and Injury Leave

- (a) An employee will not be dismissed, suspended, laid-off, demoted or disciplined because of absence from work due to work-related illness or injury. Such employee will be subject to wage replacement payments equal to those provided for under *Alberta Workers' Compensation legislation*.
- (b) The Employer shall either reinstate, where reasonably practicable, an employee as soon as possible after having received a physician's certificate stating that the employee is fit to return to work or assign such employee in another position having terms and conditions of employment that will accommodate any workplace restrictions mandated by a physician, should one be available at that time. Should a position not be available at that time, the employee will be entitled to be laid off in accordance with the provisions of Article 24.
- (c) Length of service continues to accrue during absences for work-related illness or injury.
- (d) An employee may continue group benefits coverage provided that **they** continue **their** share of contributions. The Employer shall continue to pay its share of contributions.

#### 28.15 Leave of Absence Without Pay

An employee may be granted leaves of absence without pay provided **they** receive permission in advance from the Employer in writing. Such leave of absence will not be unreasonably withheld. Under no circumstances shall any leave of absence be approved for a period in excess of twelve (12) months. With the exception of leave without pay for Union activities, an employee will not continue to accrue length of service or seniority during periods of leave without pay in excess of two (2) weeks. While on leave without pay an employee will not be eligible for any of the benefits provided for in this Agreement, with the exception of the pension and group insurance benefits. An employee on leave without pay may continue **their** pension and group insurance benefits in which case the employee will be responsible for both the employee and the Employer share of the premiums.

The employee shall be restored to **their** former position or to a similar position at the then prevailing wage rate at the expiration of the leave of absence.

NOTE: Leave of absence without pay shall be granted only after the employee has used up **their** vacation leave credits, including any accumulated vacation leave.

#### 28.16 Leave Entitlement for Part-Time Employees

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

28.17 A part-time employee shall be granted bereavement leave in accordance with Article 28.07.

#### 28.18 Relocation Leave - Leave without pay for Relocation of Spouse

Upon advanced written request to the Employer an employee whose spouse is being relocated, posted, or transferred to another geographical location for work reasons may be granted relocation leave without pay for a period up to twelve (12) months, to assist **them** with **their** transition to another NPF position at a new location without a break in service, however seniority will not accrue during the leave period.

**However, if the employee receives an offer of employment with the Employer at their new location or returns to their original location and is rehired with the Employer 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.**

The employee must provide advance written confirmation that **they are** voluntarily giving up rights to **their** substantive position effective the first (1<sup>st</sup>) day of **their** relocation leave (thus allowing **their** former position to be immediately filled on a permanent basis). The employee must provide written confirmation that **they** will be deemed to have voluntarily resigned from NPF employment effective the last day of **their** relocation leave in the event **they are** not successful in obtaining another NPF position during **their** leave.

The relocation leave will automatically end effective the day before the employee starts working in the new position at another location.

An employee may continue group benefits and/or 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.

## **28.19 Domestic Violence Leave**

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

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

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

This paid leave will not exceed two (2) shifts in any fiscal year, at times convenient to the employee.

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

**The 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.**

**At the request of the employee, the Employer undertakes, in collaboration with the employee, to develop a plan to ensure their safety in the workplace.**

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

**28.20** For the purpose of this Article, "child" shall be defined as an employee's, or an employee's spouse's natural, legally adopted, or stepchild, who is unmarried, unemployed, dependent and under the age of 21 (if not in full-time attendance at an educational institution, in which case under the age of 25), or child of any age if the dependent child has a permanent disability.

**28.21** For the purpose of this Article, "spouse" shall be defined as a person to whom an employee is legally married, or an employee's common law partner (an individual with whom the employee has been living in a conjugal relationship with for at least 12 months), regardless of sex.

## **PART V – PAY AND DURATION**

### **ARTICLE 29 – PAY ADMINISTRATION**

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

**29.02** When a new job is created within the Bargaining Unit with duties and rate of pay which differs from existing jobs, the Employer will promptly inform and discuss with the Bargaining Agent the wage level to be established for the new job and the job duties involved. 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 Appendix "A".

29.03 If an employee feels that their job has changed significantly in a way that may affect the pay level of their job, they can make a written request to the Employer that their job be submitted to the Job Evaluation Committee for review. If the Employer determines that the employee's job has changed significantly in a way that may affect the pay level of the employee's job, the employee's job will be submitted to the Job Evaluation Committee for review.

29.04 An employee recalled from layoff in accordance with the relevant provisions of Article 24 of this Agreement, to a classification with a lower rate of pay than the rate of pay of **their** former classification, shall be paid the rate of pay specified in Appendix "A" for the applicable classification of the lower position. Notwithstanding the foregoing, the employee will retain the seniority of **their** former classification for six (6) months from the date **they were** placed on the layoff list of the outlet concerned.

#### 29.05 Acting Pay

- (a) When an employee is appointed in writing by the Employer to temporarily perform the duties of a higher classification in the Bargaining Unit, **they** shall be paid as if **they have** been appointed to that higher classification level for that period from the first (1<sup>st</sup>) day. In such instances the employee shall be paid at the step of the higher classification that is at least ten percent (10%) above their regular rate of pay or at the top step of the higher classification if it is less than ten percent (10%) above their regular rate of pay.
- (b) When an employee is appointed, in writing, by the Employer to temporarily perform the duties of an employee outside the Bargaining Unit, **they** shall be paid at **their** regular rate plus an additional twenty percent (20%) for that period from the first (1<sup>st</sup>) day.

29.06 An employee temporarily assigned by the Employer to a position with a rate of pay lower than **their** regular rate of pay shall maintain **their** regular rate of pay.

29.07 An employee shall not have **their** rate of pay reduced by reason of a change in the classification of **their** position that is caused other than by the employee **them self**.

## 29.08 Training Allowance

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

## **ARTICLE 30 – SEVERANCE PAY**

30.01 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. Temporary employees are not entitled to receive notice or severance pay when their employment ends due to the expiry of their fixed term(s) of employment. Factors considered beyond the employee's control are:

- (a) permanent closing of a base;
- (b) permanent closing of a facility;
- (c) reduction of the work force; and
- (d) reorganization.

## 30.02 Severance Pay Entitlements

Severance pay entitlements for employees shall be two (2) weeks' compensation for the first year of continuous service and one (1) week's compensation for each additional full year of continuous service, up to a maximum of twenty-eight (28) weeks.

30.03 Continuous service means the duration of uninterrupted NPF employment within the Bargaining Unit.

30.04 For the purposes of this Article, the average weekly pay means full-time and part-time employees' pay calculated using the average of their best fifty-two (52) weeks pay over the last two (2) years of service with **the Employer**.

30.05 Notice or pay entitlement in lieu of notice:

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

30.06 A full-time employee who is reduced to part-time status in accordance with **Article** 24.07 of this Collective 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 of converting to part-time status with the maintenance of all length of service rights accrued both as a full-time and part-time employee.

30.07 If an employee is laid off for one of the reasons cited in **Article** 30.01 above and unless the employee waives **their** right to employment recall, none of the benefits outlined in this section, including the return of pension contributions, are to be paid for a period of twelve (12) months.

30.08

- (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 severance pay equivalent to half (0.5) a week's average weekly pay for each completed year of continuous service to a maximum of fifteen (15) weeks' 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 severance allowance shall be payable to the employee's estate.

**ARTICLE 31 – RECORD OF EMPLOYMENT**

31.01 The Employer acknowledges its obligations to prepare and distribute a Record of Employment on a form prescribed by Employment and Social Development Canada upon the termination of employment, in accordance with provisions of the *Employment Insurance Act* and its regulations, as amended.

## **ARTICLE 32 – COMMUTING ALLOWANCE**

32.01 The Employer shall pay a commuting allowance rate in the following manner:

- (a) The commuting allowance will be payable to all employees commuting to work from outside the HQ area for each day they work.
- (b) The HQ area is defined as the area within a sixteen kilometre (16 km) radius from the CFB Suffield Administration area.
- (c) For the purposes of calculating the commuting allowance, the sixteen kilometre (16 km) radius of the HQ area will be subtracted from the total distance travelled by the employee.
- (d) For the purposes of calculating the commuting allowance, the distance from Medicine Hat to CFB Suffield is calculated as fifty kilometres (50 km).
- (e) For the purposes of calculating the commuting allowance, the distance from Redcliff to CFB Suffield is calculated as forty kilometres (40 km).
- (f) The rate to be paid per eligible kilometre will be the commuting allowance rate (CAR) for NPF employees at CFB Suffield and subject to amendment.
- (g) **The kilometric rate shall be in accordance with [Appendix A - Lower Kilometric Rates \(njc-cnm.gc.ca\)](http://njc-cnm.gc.ca)**
- (h) Commuting allowance will be paid bi-weekly.
- (i) For the purposes of the commuting allowance the maximum distance between the employee's residence and CFB Suffield is fifty kilometres (50 km). Employees living further than fifty kilometres (50 km) from CFB Suffield will not be reimbursed for travel beyond that distance.  
and
- (j) During the life of the Collective Agreement, if the Treasury Board Commuting Allowance kilometric rates change, the CAR will be adjusted appropriately.

- EXAMPLE: i. Each working day, a Medicine Hat employee travels 50 km to and from work = 100 km
- ii. Subtract HQ radius (16 km) each way = 32 km
- iii. Eligible daily total km is 68 km (100 km - 32 km)
- iv. Multiply eligible daily total (68 km) by CAR = daily commuting allowance for each day the employee works.

### **ARTICLE 33 - CONTRACTING OUT**

33.01 The Employer no plans contemplating the closure of NPF outlets at CFB Suffield or the elimination of NPF positions in this Bargaining Unit by reason of contracting-out. If, during the term of this Agreement, the Employer determines that such reorganization is necessary, and it results in the elimination of positions held by employees within the Bargaining Unit, the Employer shall meet with the Local Union representative in order to discuss options for the affected employees. The meeting shall take place as soon as possible prior to the positions being eliminated, and, to the extent possible, and subject to operational constraints, at least sixty (60) days prior to such elimination. This Agreement does not cancel any provision of Article 5 of the Collective Agreement.

### **ARTICLE 34 – BARGAINING UNIT WORK**

34.01 The parties acknowledge that non-Bargaining Unit persons shall not perform work normally performed by Bargaining Unit members except in cases of emergency when qualified employees are not available. In such cases the **Union** Local President, or designate, shall be informed of all the details, including who is to perform, or has performed the work.

### **ARTICLE 35 – TECHNOLOGICAL CHANGE**

#### **35.01 Definitions**

**“Technological/Organizational Change” is defined as a substantial change in technology to the process, equipment or methods of organizational operation that differs significantly from those previously utilized by the Employer.**

### **35.02 Advance Notice**

- (a) The Employer will make every reasonable effort to provide the Union with a minimum of three (3) months' notice of any technological change affecting Bargaining Unit employees.**
- (b) If the Employer anticipates that a technological/organizational change will result in the layoff of Bargaining Unit employees, the Employer will advise the Union in advance, so far as is practicable and in accordance with the layoff provisions contained in Article 24 – Seniority.**
- (c) Once the above notice has been provided the Employer will discuss the nature of the changes, the approximate number of employees likely to be affected by the technological/organizational change may have on the working conditions and conditions of employment of other employees.**
- (d) The Employer shall provide the necessary training required by the introduction of new technology to the affected employee remaining in the classification.**
- (e) The Employer is committed to looking at reasonable training opportunities which can be utilized to move any affected employees to a different position with the Bargaining Unit, where there exists a need for employees.**

### **35.03 New Positions**

**Any new position within the Bargaining Unit that is created as a result of a technological change will be posted in accordance with the job posting provision of the Collective Agreement.**

## **ARTICLE 36 – DURATION OF AGREEMENT**

**36.01 This Collective Agreement shall expire on March 31<sup>st</sup> 2023.**

**36.02 Unless expressly specified, the effective date for Collective Agreement provisions will be April 1, 2020.**

## PART VI – GENERAL PROVISIONS PERTAINING TO THE COLLECTIVE AGREEMENT

### ARTICLE 37 – GENERAL

#### 37.01 Official Texts

Both the English and French texts of this Agreement are official. In cases of conflicting language between the English and French texts, the English text will be used.

#### 37.02 Publication of Agreement

It is agreed and understood that the Employer and the Union will incur the cost of publishing the Collective Agreement on an alternate basis. The cost of publishing this Agreement will be borne by the **Employer**.

SIGNED this 8th day August 2022.

PUBLIC SERVICE ALLIANCE OF  
CANADA

STAFF OF THE NON-PUBLIC  
FUNDS, CF



Michelle Larmour  
Member of the Negotiating Committee



Ian Poulter  
CEO of the Staff of the Non-  
Public Funds, CF

*On Behalf of*



Tyson Hammerschmid  
Member of the Negotiating Committee



Amy Lecompte  
Chief Negotiator and Senior  
Labour Relations Officer

*On Behalf of*



Grant Besflug  
Member of the Negotiating Committee



Brenda Shillington  
Negotiator for PSAC



Marianne Hladun  
PSAC REVP





## **APPENDIX A - PAY NOTES AND RATES OF PAY**

- A. Subject to ratification by the Union and the Employer, effective 1 April **2020** the attached pay grid will be put into effect. Employees actively on strength as of the date of ratification (including those on layoff or on an authorized leave of absence) will be placed on the new pay grid based on their length of service within their pay band (i.e. employees currently at the 12 month rate will be placed at the 12 month rate) and their anniversary date for future incremental increases will remain the same as it was prior to the implementation of the new grid.
- B. Effective 1 April **2021** and subject to the above ratification, the attached pay grid shall be put into effect.
- C. Effective 1 April **2022** and subject to ratification, the attached pay grid will be put into effect.

### **Minimum Wage Adjustment**

- D. In the event that the provincial minimum wage increases during the life of this Agreement, adjustments will be made to the grid according to the procedure specified below.

If the minimum wage increases by an amount that is greater than the monetary increases applied to each of the hourly rates of pay as per the negotiated increases in the attached grids, those rates will be increased by the difference, in cents, between the previous increases applied to the grid and the increase to the provincial minimum wage. The delta of the rates will be calculated based on the increase applied to the grid that immediately preceded the minimum wage increase.

Such an increase shall take effect on the date of the increase to the provincial minimum wage. For example, if the start rate of the pay band 1 get \$0.10/hour increase on 1 April **2020**, and the provincial minimum wage increases by \$0.20/hour in 1 October **2020**, the start rate of pay band 1 will be increased by \$0.10/hour on 1 October **2020**.

- E. Any employee whose rate of pay is above the top step increment of the pay level for their job will not have their pay reduced but will retain their current rate of pay until the top step increment of the pay level for their job exceeds

their rate of pay; at this point, the rate of pay for those employees will increase to the rate of pay in the pay level for their job that is closest to but not less than their current rate of pay.

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

G. The Agreement will expire on 31 March **2023**

## Pay Schedule

<b>01-Apr-20</b>	<b>START</b>	<b>6 MOS</b>	<b>12 MOS</b>	<b>24 MOS</b>	<b>36 MOS</b>
1	\$16.19	\$16.44	\$16.69	\$17.03	\$18.04
2	\$16.57	\$16.79	\$17.04	\$17.44	\$18.46
3	\$16.86	\$17.14	\$17.43	\$17.76	\$18.85
4	\$17.69	\$17.92	\$18.19	\$18.63	\$19.75
5	\$18.85	\$19.13	\$19.42	\$19.91	\$21.10
6	\$20.54	\$20.82	\$21.04	\$21.57	\$22.84
7	\$22.04	\$22.76	\$23.50	\$24.85	\$27.16
8	\$24.70	\$25.09	\$25.47	\$26.18	\$27.76
9	\$26.75	\$26.94	\$27.13	\$27.55	\$28.92
10	\$28.16	\$28.62	\$29.08	\$29.85	\$31.65

<b>01-Apr-21</b>	<b>START</b>	<b>6 MOS</b>	<b>12 MOS</b>	<b>24 MOS</b>	<b>36 MOS</b>
1	\$16.39	\$16.64	\$16.89	\$17.24	\$18.26
2	\$16.78	\$17.00	\$17.25	\$17.66	\$18.69
3	\$17.07	\$17.35	\$17.65	\$17.98	\$19.08
4	\$17.91	\$18.15	\$18.42	\$18.87	\$19.99
5	\$19.08	\$19.37	\$19.66	\$20.16	\$21.37
6	\$20.79	\$21.08	\$21.31	\$21.84	\$23.12
7	\$22.32	\$23.05	\$23.80	\$25.16	\$27.50
8	\$25.01	\$25.40	\$25.79	\$26.51	\$28.11
9	\$27.08	\$27.28	\$27.47	\$27.90	\$29.28
10	\$28.51	\$28.98	\$29.44	\$30.22	\$32.05

<b>01-Apr-22</b>	<b>START</b>	<b>6 MOS</b>	<b>12 MOS</b>	<b>24 MOS</b>	<b>36 MOS</b>
1	\$16.56	\$16.81	\$17.06	\$17.41	\$18.44
2	\$16.95	\$17.17	\$17.42	\$17.83	\$18.88
3	\$17.24	\$17.53	\$17.82	\$18.16	\$19.28
4	\$18.09	\$18.33	\$18.60	\$19.05	\$20.19
5	\$19.28	\$19.56	\$19.85	\$20.36	\$21.58
6	\$21.00	\$21.29	\$21.52	\$22.06	\$23.35
7	\$22.54	\$23.28	\$24.04	\$25.42	\$27.78
8	\$25.26	\$25.66	\$26.05	\$26.77	\$28.39
9	\$27.35	\$27.55	\$27.74	\$28.18	\$29.58
10	\$28.80	\$29.27	\$29.73	\$30.52	\$32.37

## **APPENDIX B**

### **Letter of Understanding #1 Re: Medical Certificates**

Where a Collective Agreement between the Bargaining Agent and the Employer indicates that the Employer will cover the cost to produce additional medical certificates for prolonged or frequent illnesses, the Employer will also reimburse the employees covered by the Collective Agreement for the cost required to produce the initial completed APS that is signed by a doctor.

### **Letter of Understanding #2 Re: Job Descriptions and Job Evaluation**

Within 365 days of ratification of this Collective Agreement, the Employer will review all of the Bargaining Unit positions and will provide all of the employees with current and accurate job descriptions. The Employer will then re-evaluate all Bargaining Unit positions within 365 days of the completion of the job description review process. If any of the positions are re-classified to a higher level, the effective date of the re-classification shall be 1 April 2013 and any employees on strength as of that date will receive the applicable retroactive pay.

### **NEW Letter of Understanding #3 Re: Flexible Work Options**

Employees interested in Telework (Remote) Work are to submit their requests to the manager, in accordance with the Employer's Flexible Work Options Policy. All request will be reviewed and discussed with the requesting employee. Requests shall not be unreasonably denied by the Employer.

### **Memorandum of Understanding Re: Messes Scheduling**

WHEREAS the Employer is currently facing operational challenges in ensuring shifts in all messes are adequately staffed;

AND WHEREAS, the Employer would like to **continue its** pilot program to utilize a more flexible scheduling process that allows for Bargaining Unit members to work in more than one outlet, subject to their availability;

AND WHEREAS the Bargaining Agent raised concerns that senior employees are not prevented from working hours for which they are available, that employees are not responsible for shortages and cash handling issues caused by less experienced or newly hired staff, and that new hired employees will be adequately trained;

The Bargaining Unit and the Employer agree to implement the following principles for **the continuing** trial period commencing with the signing of this Agreement, to be reviewed at a subsequent round of bargaining:

All staff hired as bartenders **and snack bar attendants** will be assigned to a specific outlet, where they will be staffed to work for a majority of hours where possible, but may be assigned to work additional hours in a different outlet performing the same duties as required by their job description.

The Employer will provide adequate training to employees who are required to work in more than one outlet.

For the purposes of this MOU only, unless otherwise agreed to by the employee and supervisor, employees will provide their availability to work for the following month by the 15<sup>th</sup> of each month. The Employer will release the schedule for the upcoming month within five **(5)** working days of the 15<sup>th</sup>.

Current employees will not be scheduled to work in an alternate outlet unless they so choose.

Current employees will notify the Employer if they are available to work in additional outlets.

Current employees will be offered additional hours within **their** outlet before the hours are offered to employees from a different outlet. All hours will be offered on the basis of **availability for employees working outside their outlet. Seniority will be maintained within their outlet as per Article 24.**

For the purposes of this MOU the following hospitality outlets are included:

Base Officers Mess

Base WO's and Sgt's Mess

Base Junior Ranks Mess

**Jubilee Arms Bar and Restaurant**

Crowfoot Messes, (the Crowfoot Offices Mess, WO's and Sgt's Mess and the Junior Ranks Mess shall be considered as a single outlet for the purpose of this MOU.

This MOU will remain in effect for the duration of this current Agreement.