

# HRPOL

## Addendum NATEX

Date of Issue: April 2014  
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### APPLICATION

The provisions of the NPF HRPOL are applicable to NATEX employees only as outlined in this Addendum.

### APPROVAL AUTHORITY

Chief Executive Officer (CEO) or delegate

### OPI

Chief Human Resources Officer (CHRO)

### ENQUIRIES

All enquiries on the interpretation and application of this policy are to be directed to the HRM or RMHR and when required, forwarded to the Office of Primary Interest (OPI).

### POLICIES AND ANNEXES

The policies listed below form part of the present Addendum:

### HRPOL INTRODUCTION

The provisions of this policy are applicable with the following exceptions:

### INTRODUCTION - ANNEX A

**I.A.3 NOTE:** The following agreement and policy, in addition to the legislation and regulations outlined in paragraph I A.3 are also relevant to the content of this policy addendum:

- NATO Status of Forces Agreement (SOFA)
- NPF OUTCAN Relocation and Foreign Service Benefits Policy applicable to Employer-sponsored NPF employees only.

### INTRODUCTION - ANNEX B

#### TYPE OF EMPLOYMENT

**I.B.4** Casual Employment is not applicable.

- I.B.7** Full-Time Employee (Employé à temps plein) means an individual who has completed a probationary period and is employed on a continuing basis for a maximum of seventy seven (77) hours bi-weekly.
- I.B.10** Part-Time Employee (Employé à temps partiel) means an individual who has completed a probationary period and is employed on a continuing basis for a maximum of thirty (30) hours per week.
- I.B.15** Canadian Employee (Employé canadien) means a locally engaged Canadian citizen who is a:
- member of the Canadian Civilian Component accompanying the Canadian military;
  - dependant of a serving Canadian military member; or
  - dependant of a member of the Canadian Civilian Component or a member of the NATO Civilian Component.
- I.B.16** Employer-sponsored NATEX employee (Employé de NATEX parrainé par l'employeur) is a Canadian citizen who has been hired from Canada through a sponsorship agreement approved by the Canadian Forces Commanding Officer to work with NATEX. Employer-sponsored NPF employees are considered part of the Civilian Component accompanying the Canadian Forces.
- I.B.17** Non-Canadian employee (Employé non canadien) means a locally engaged individual who is a citizen of one of the NATO countries other than Germany or Canada and is also a:
- Dependant of a serving NATO military member; or
  - Dependant of a member of a NATO Civilian Component.

In accordance with the NATO SOFA, individuals who hold dual citizenship with Germany, as well as people who are considered ordinarily residents in Germany, are excluded from the definition of "non-Canadian employees".

Type of Employment	Eligibility		
	NPF HRPOL	Insured Benefits	Pension Plan
Canadian Employee	NATEX Addendum	Yes, if eligible	No
Employer Sponsored Employee	NATEX Addendum	Yes, if eligible	Yes, if eligible
Non-Canadian Employee	NATEX Addendum	No	No

## TALENT ACQUISITION POLICY

The provisions of this policy are applicable with the following exceptions:

## OFFER STAGE

**1 A.22** During the interview, any conditions of employment should be explained to each of the candidates. Conditions of employment discussed should include, as a minimum, the granting of a suitable reliability status and/or security clearance, including a credit and criminal record check and/or vulnerable sector police record check, and any specific security clearance required by NATO or the Host country, if applicable.

**1A.28** Following verbal agreement with the candidate, the successful candidate is provided with an offer of employment signed by the appropriate delegated authority that will outline the terms and conditions of employment.

**Note:** The term of employment for Canadian employees shall not exceed the Tour Expiry Date (TED) of the individual to whom the employee is a dependant.

**1A.29** Subject to the provisions of the NPF OUTCAN Relocation and Foreign Service Benefits Policy, relocations expenses may be approved for Employer-sponsored NATEX employees.

## PROBATIONARY AND ASSESSMENT PERIOD POLICY

The provisions of this policy are applicable.

## FLEXIBLE WORK OPTIONS POLICY

The provisions of this policy are applicable.

## EMPLOYEE FILES POLICY

The provisions of this policy are applicable.

## HOURS OF WORK POLICY

The provisions of this policy are applicable.

## LEAVE POLICY

The provisions of this policy are applicable with the following exceptions:

### ANNEX 6A - DESIGNATED HOLIDAYS

**6 A.2** The designated holidays for NATEX employees are the NATO component holidays, which may or may not coincide with the holidays set forth in this paragraph. They are specific to the NATO component and are established by the NATO Senior Commanding Officer on a yearly basis.

**6 A.5** Part-time employees who have worked at least five (5) shifts during the two week pay period in which a designated holiday occurs shall be entitled to be paid for that designated holiday. Pay for designated holidays for part-time employees shall be four (4) hours at their regular rate of pay.

**6 A.7** When calculating designated holiday pay for full-time employees, overtime hours may be included as hours paid, provided that total number of hours paid used to calculate designated

holiday pay does not exceed thirty eight and a half (38.5) hours per week.

## ANNEX 6B - VACATION LEAVE

**6 B.2** Full-time employees earn vacation in accordance with their length of continuous full-time service within NPF based on their anniversary date of employment as follows:

### CATEGORY I

In the 1<sup>st</sup> to 9<sup>th</sup> year: twenty (20) working days

In the 10<sup>th</sup> and subsequent years: twenty-two (22) working days

### CATEGORY II

In the 1<sup>st</sup> to 2<sup>nd</sup> year: twenty (20) working days

In the 3<sup>rd</sup> to 9<sup>th</sup> year: twenty-two (22) working days

In the 10<sup>th</sup> and subsequent years: twenty-five (25) working days

**6 B.6** The terms of this paragraph are not applicable.

**6 B.7** In lieu of earning vacation leave, Category I part-time employees are entitled to receive the equivalent of four percent (4%) vacation pay per pay period based on hours worked during that pay period. They may also request to take up to four (4) weeks of leave without pay per year as unpaid annual leave.

**6 B.8** In lieu of earning vacation leave, Category II part-time employees are entitled to receive the equivalent of four percent (4%) vacation pay per pay period based on hours worked during that pay period. They may also request to take up to four (4) weeks of leave without pay per year as unpaid annual leave.

## OCCUPATIONAL ILLNESS AND INJURY

**6 C.14** Upon the completion and submission of the appropriate documentation:

- i. Canadian employees and Employer-sponsored NATEX employees may be eligible to receive wage replacement benefits equal to those provided for under the provincial workers' compensation legislation of the employee's province of permanent residence as further explained in the Return to Work Policy and the Leave Policy;
- ii. Non-Canadian employees may be eligible to receive wage replacement benefits comparable to Canadian and Employer-sponsored employees as provided by the *Government Employees Compensation Act*.

## PERFORMANCE MANAGEMENT POLICY

The provisions of this policy are applicable.

## ATTENDANCE MANAGEMENT POLICY

The provisions of this policy are applicable.

## COMPENSATION POLICY

The provisions of this policy are applicable with the following exceptions:

- 9.3** Lock-step Increments (Augmentation d'échelon) means that each pay band within each Category I and Category II NATEX pay grids have a range divided into a series of steps that permit employees to receive pay increases up to the maximum pay on a scheduled date.
- 9.9** The rates of pay for Category I NATEX jobs are approved in accordance with the Delegation of HR Authorities - Staff of the Non-Public Funds, Canadian Forces.
- 9.11** The salary ranges for Category II NATEX jobs are established in the Category II NATEX pay grid as approved in accordance with the Delegation of HR Authorities – Staff of the Non-Public Funds, Canadian Forces.

**Note:** The rates of pay for Employer sponsored NATEX employees are established in the NATEX pay grid.

## ANNEX 9 A - COMPENSATION GLOSSARY

- 9 A.3** Economic Adjustment (Rajustement économique) is an annual adjustment, authorized by the CEO based upon the increases to the Collective Tariff Agreement, made to the pay grid for Category I and Category II NATEX employees and to the salaries of all of the employees paid on these grids.

## IN-RANGE INCREASE

- 9 A.5** This paragraph is not applicable to NATEX Category II employees.

## ANNEX 9 B - JOB EVALUATION

The provisions of this annex are applicable.

## ANNEX 9 C - CATEGORY I NON-UNIONIZED COMPENSATION

- 9 C.26** On the scheduled date of an authorized economic adjustment, eligible employees will receive an economic adjustment by moving to the same step within their pay band of the adjusted pay grid.

## ANNEX 9 D - CATEGORY II NATEX COMPENSATION

### PROMOTION

- 9 D.2** An employee paid in the Category II NATEX pay grid is entitled to be placed at the lockstep increment minimum of the new position, or the lock-step increment closest the equivalent of the former annual salary plus five percent (5%) of the salary maximum of the new position without exceeding the salary maximum of the new position whichever is greater.

## DEMOTION

- 9 D.5** An employee demoted to a position in the Category II NATEX pay grid is entitled to the closest lock-step increment of the new position which is equal to or lesser than his/her former salary.

## LATERAL TRANSFER

- 9 D.6** An employee paid in the Category II NATEX pay grid is entitled to the same lock-step increment equal to the former salary.

## LOCK-STEP INCREASE

- 9 D.33** On the scheduled date of a lockstep increase, an employee not at the final step of the pay band will receive an increase by moving to the next step within the pay band.

## ECONOMIC ADJUSTMENT

- 9 D.34** On the scheduled date of an approved economic adjustment, eligible employees will receive an economic adjustment by moving to the same step within their pay band of the adjusted pay grid.

- 9 D.38** The terms of this paragraph are not applicable.

## CHRISTMAS/SPRING BONUS

The terms of this paragraph apply to CAT II NATEX employees and Grandfathered CAT I NATEX employees.

- 9 D.39** An employee is only entitled to the Christmas bonus or to the Spring bonus when:

- a. The employee is employed as of 1<sup>st</sup> May of that year; and
- b. Is drawing a NPF wage until 31<sup>st</sup> October for the Christmas bonus or 30<sup>th</sup> April for the Spring bonus or is on maternity-or parental leave, leave without pay, compassionate care leave or Long Term Disability (LTD).
- c. For employees on the above mentioned leaves without pay, the bonus will only be applied upon the employee's return to work, prorated for the time at work.

- 9 D.40** An employee whose employment is terminated prior to 31<sup>st</sup> October for the Christmas bonus or 30<sup>th</sup> April for the Spring bonus shall receive the Christmas and/or Spring bonus on a prorated basis only if their employment ends for one of the following reasons:

- a. Retirement;
- b. Voluntary resignation due to a certified personal illness of the employee or that of an immediate family member;
- c. Voluntary termination due to the expiration of the period of employment of the sponsor as long as the employee continues to work until fifteen (15) working days prior to their last day in the country; or
- d. No-fault reasons beyond the control of the employee.

## COLLECTIVE BARGAINING POLICY

The provisions of this policy are not applicable.

## GRIEVANCES POLICY

The provisions of this policy are applicable to Employer-sponsored NATEX employees.

## EMPLOYEE-MANAGEMENT RELATIONS COMMITTEE POLICY

The provisions of this policy are not applicable.

## OCCUPATIONAL HEALTH AND SAFETY POLICY

The provisions of this policy are applicable.

## EMPLOYMENT EQUITY POLICY

The provisions of this policy are applicable.

## EMPLOYMENT ACCOMMODATION POLICY

The provisions of this policy are applicable.

## RETURN TO WORK POLICY

The provisions of this policy are applicable with the following exceptions:

16.11.a **At work services** - The terms of this paragraph are not applicable

16.11.c **Return to Work Support Program (RTWSP)** - The terms of this paragraph are not applicable

16.11.d **Worker's Compensation Return to Work Management** - The provisions of this policy are applicable to Canadian employees and Employer-sponsored NATEX employees.

## RECOGNITION POLICY

The provisions of this policy are applicable.

## LEARNING AND DEVELOPMENT POLICY

The provisions of this policy are applicable with the following exceptions:

- **Annex C – Tuition Assistance Program.** The Tuition Assistance Program is applicable to Canadian employees and Employer sponsored NATEX employees.
- **Annex D – Advanced Learning Program.** The Advanced Learning Program is applicable to Canadian employees and Employer-sponsored NATEX employees.

## OFFICIAL LANGUAGES POLICY

The provisions of this policy are not applicable.

## DISCIPLINE POLICY

The provisions of this policy are applicable.

## **EMPLOYEE PERFORMANCE COUNSELLING POLICY**

The provisions of this policy are applicable.

## **TERMINATION OF EMPLOYMENT POLICY**

The provisions of this policy are applicable.

## **PAYROLL POLICY**

The provisions of this policy are applicable.

## **PROFESSIONAL MEMBERSHIP FEES POLICY**

The provisions of this policy are applicable to Canadian employees and Employer-sponsored NATEX employees.

## **LEGAL ASSISTANCE AND INDEMNIFICATION**

The provisions of this policy are applicable.

## **BEREAVEMENT COMMEMORATION POLICY**

The provisions of this policy are applicable.

## **SPORTING EVENT PARTICIPATION FINANCIAL ASSISTANCE**

The provisions of this policy are applicable to Canadian employees and Employer-sponsored NATEX employees.

## **ADDENDUM CASUAL EMPLOYEES**

The provisions of this policy are not applicable.