

























































- 15.03 Calculations for vacation entitlement shall be based on the calendar year. Vacation pay shall be based on the previous fifty-two (52) weeks average earnings of a full-time employee.
- 15.04 Subject to operational requirements, the Employer shall make every reasonable effort to schedule an employee's vacation at a time acceptable to the employee based on seniority.
- 15.05 An employee shall give the Employer at least one (1) month's notice in writing regarding the actual dates on which the employee desires to take a vacation of five (5) or more working days. Leave for shorter periods may be granted provided sufficient notice is given.
- 15.06 It is acknowledged that occasionally vacation days cannot be used during the year in which they are earned because of illness, job requirements, or other exceptional circumstances. In such cases, if an employee has more than five (5) vacation days remaining at the end of the calendar year, these days may be carried over to the next calendar year with the approval of the Employer. Applications for vacation "carry-over" must be submitted in writing to the Employer on or before December 31<sup>st</sup>. The vacation "carry-over" must be used within one (1) year of the Manager's approval.
- 15.07 When holidays, as defined in Article 14.01, fall within the employee's paid vacation period, the employee will be permitted to either take the equivalent extra days of vacation with pay consecutive with *their* vacation or take the equivalent days of vacation at a time mutually agreed upon.
- 15.08 The normal vacation period shall commence on May 31<sup>st</sup> and end on September 30<sup>th</sup>. This in no way precludes employees from requesting vacation leave outside the normal vacation period. If the Employer determines that the requested vacation will not interfere with the proper operation of the outlet, the request will be approved.

- 15.09 Vacation is only earned while an employee is drawing a wage, except that authorized periods of leave without pay that do not exceed two (2) weeks may be counted as time earning vacation.
- 15.10 The vacation leave entitlement of an employee who has completed five (5) years of continuous part-time service in the bargaining unit and whose status is changed from part-time to full-time will be based on the total completed years of employment as a part-time and full-time employee. A part-time employee who has completed less than five (5) years of continuous part-time service in the bargaining unit will be credited with one half (1/2) of **their** part-time service towards **their** full-time vacation entitlement.
- 15.11 The vacation schedule shall be posted prior to the vacation period and such vacations will be granted on the basis of seniority by outlet. Employees must submit their request for vacation by April 30<sup>th</sup> at which time the Employer will finalize, approve, and post the vacation schedule. A senior employee will not be able to request a holiday period already selected by an employee whose vacation request was approved by the Employer. No changes will be made to the vacation schedule once it has been approved unless such changes are mutually agreed upon.
- 15.12 Subject to operational requirements, the Employer shall schedule the Saturday prior to the commencement of an employee's vacation period as the employee's Saturday off in that three (3) week period.
- 15.13 If a full-time employee becomes sick while on vacation leave and submits a doctor's certificate covering the period of sickness, **the employee** shall have the vacation for the period covered by the certificate converted to sick leave. The days of vacation lost as a result of the sickness shall be recredited to **the employees** vacation record.

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

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

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

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

## Article 16 – Leave – General

### Sick Leave Plan

#### 16.01 Full-time Employees

- (a) All full-time **and part-time** employees who have completed their probation period and are medically unfit to work because of a non-work related illness of injury are included in this plan.
- (b) ***Full-time employees who have completed their probationary period shall be entitled to seventeen (17) weeks of paid sick leave at one hundred (100%) percent of their salary.***
- (c) ***Part-time employees who have completed their probationary period may be granted up to a maximum of two (2) days of paid sick leave per fiscal year.***
- (d) The following conditions govern the entitlement to sick leave:
  - (i) The employee must notify the Manager of the absence prior to the employee's regular starting time on the first (1<sup>st</sup>) day of absence or as soon as possible, at which time the employee will indicate the reason for the absence and the expected date of return.
  - (ii) A medical certificate signed by a doctor must be provided for each absence in excess of five (5) working days. The Employer reserves the right to require a medical certificate for any period of illness that occurs during the remainder of that calendar year provided that the employee is advised in writing of the requirement beforehand. Prolonged or frequent illness may require additional certificates, at the expense of the Employer, from another doctor mutually agreed upon.

- (iii) Maternity leave is excluded from the sick leave plan.
  - (iv) If, prior to the expiration of **a full-time employee's** seventeen (17) weeks of sick leave, the employee is affected by the same illness during the first thirty (30) days following the employee's return to work, it will be considered as a continuation of the original disability.
  - (v) A **full-time employee** will have **their** full paid sick leave benefits reinstated for a different illness/injury after **the employee** has returned from sick leave to **their** regular full-time employment for **seven (7)** continuous working days.
- (e) The full-time employee's full sick leave benefits are reinstated after the employee has returned to work from sick leave for sixty (60) calendar days.

16.02 (a) Leave for Employees with Child Care Responsibilities

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

(b) Leave for Employees with Family Responsibilities (Compassionate Care)

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

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

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

16.03 Maternity Leave Allowance

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

16.04 Bereavement Leave

- (a) An employee will be given leave with pay for five (5) consecutive days in the event of the death of a member of the immediate family and leave with pay for one (1) day in the case of a distant relative. In addition, the employee may be granted up to two (2) days leave with pay for the purpose of necessary travel related to the death.
- (b) For the purpose of this Agreement, immediate family will comprise anyone of the following: brother or sister, mother or father, or alternatively, step-father, step-mother, step-sister, step-brother, or foster parents, father-in-law or mother-in-law, spouse (including common-law spouse), son or daughter (including step-son or step-daughter, son or daughter of spouse), grand-children and grandparents; and distant relatives will be any of the following: brother-in-law or sister-in-law, son-in-law or daughter-in-law, spouses grandparents and aunts and uncles.
- (c) Should the periods mentioned above contain one (1) or more non-working days (for example, Sunday or day off); the employee may claim payment only for the actual days of work the employee will have missed.
- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may,

after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in Article 16.04 (a) above.

## 16.05 Jury Duty

- (a) In the event the employee is summoned for jury duty, the Employer agrees to make up the difference, if any, between the amount paid to the employee for jury or witness services and the amount the employee could have earned had the employee worked on such days. This does not apply if the employee is excused from jury or witness duty for the rest of the day or days and fails to report back to work, or if jury or witness duty occurs on the employee's regular scheduled day off. The employee must promptly notify the Employer that **they have** been summoned for jury or witness duty.
  
- (b) In the event an employee is required by subpoena to attend as a witness in any proceeding held:
  - (i) In or under the authority of a court of justice or before a grand jury;
  
  - (ii) Before a court, judge, justice, magistrate, or coroner;
  
  - (iii) Before the Senate or House of Commons, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of **their** position;
  
  - (iv) Before a legislative council, legislative assembly or House of Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
  
  - (v) Before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.



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

#### 16.06 Leave of Absence without Pay

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

#### 16.07 Union Leave of Absence

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

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

- (a) To take a family member for medical or dental appointments or for appointments with appropriate authorities in school or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for family members to minimize **their** absence from work. An employee requesting this leave provision must notify **their** Supervisor of the appointment as far in advance as possible;
- (b) For the temporary care of a sick member of the employee's immediate family;
- (c) For the needs directly related to the birth of an employee's child. This leave may be divided into two (2) separate periods and granted on separate days.
- (d) For the needs directly related to the adoption of the employee's child. This leave may be divided into two (2) separate periods and granted on separate days.
- (e) To attend school functions if the Supervisor was notified of the function as far in advance as possible.
- (f) To provide for the employee's child in the case of an unforeseeable closure of school or a daycare facility.
- (g) To attend an appointment with a legal or paralegal representative or with a financial representative if the Supervisor was notified of the appointment as far in advance as possible.

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

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

### Leave for Family Related Responsibilities for Part-time Employees

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

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

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

- (a) Spouse, including common-law spouse;
- (b) Son or daughter, including foster children and children of spouse or common-law spouse;
- (c) Parents, including step-parents or foster parents; and,
- (d) Any relative permanently residing with the employee.

### 16.10 Time Off for Medical Appointments

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

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

## 16.11 Relocation Leave

A full-time or part-time employee who is a spouse of a person who is being relocated/posted/transferred to another geographical location for work reasons may be granted relocation leave without pay for a period up to twelve (12) months, for the purpose of assisting **the employee** with **their** transition to another NPF position at their new location without a break in service, provided that **the employee** meets the following eligibility requirements:

- (a) The employee must submit a written request for relocation leave to **their** Manager at least four (4) weeks in advance;
- (b) The employee must provide advance written confirmation that **they are** voluntarily giving up rights to **their** substantive position effective the first (1<sup>st</sup>) day of **the employees** relocation leave (thus allowing **their** former position to be immediately filled on a permanent basis);
- (c) The employee must provide advance written confirmation that **they** will be deemed to have voluntarily resigned from the NPF employment effective the last day of **their** relocation leave in the event if **the employee** is not successful in obtaining another NPF position during **their** leave;
- (d) The employee must ensure **their** previous location has **their** current contact information; and
- (e) The employee must provide proof of the spouse's relocation/posting/transfer.

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

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

## Article 17 – Grievance Procedures

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

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

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

17.04 Subject to and as provided in Part II of the **Federal Public Sector** Labour Relations Act, as may be amended from time to time, an

employee who feels that **they have** been treated unjustly or considers **themselves** aggrieved by the interpretation or application of the Collective Agreement or arbitral award, or by any matter affecting the terms and conditions of **the employees** employment other than a matter arising from the classification process, is entitled to present a grievance in the manner prescribed in Article 17.10 except that;

- (a) Where there is another administrative procedure provided by or under any Act of Parliament other than the Canadian Human Rights Act to deal with **their** specific complaint, such procedure must be followed; and
- (b) Where the grievance relates to the interpretation or application of this Collective Agreement or an arbitral award, **the employee** is not entitled to present the grievance unless **they have** the approval of and **are** represented by the Union.

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

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

- 17.07 An employee, or the Union on behalf of a group of employees, when submitting a grievance at any level, shall use the NPF Grievance Presentation Form. However, a grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the NPF form or by reason of any technical irregularity. The form is obtainable from the Non-Public Funds Human Resources Office.
- 17.08 An employee has the right to be represented by **their** full-time Union Representative or Steward in the grievance procedure at any level and at either, or both, the informal discussion (oral complaint) stage, or when the formal written grievance is being considered.
- 17.09 The Union Representative, at the request of an employee/group of employees who has presented a grievance, **their** full-time Union Representative or Steward shall have the right to consult with the person designated to reply on the Employer's behalf at any level in the grievance procedure. At levels other than the final level, the request for consultation may be made orally.
- 17.10 An employee or the Union on behalf of a group of employee's wishing to present a grievance shall do so:
- (a) At the first level of the grievance procedure where the grievance does not relate to disciplinary action resulting in the discharge of the employee; and
  - (b) At the final level of the grievance procedure where the grievance relates to disciplinary action resulting in the discharge of the employee.

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

- 17.11 An individual grievance, or a group grievance shall be presented by an employee:
- (a) Where it does not relate to disciplinary action resulting in discharge, not later than the twentieth (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 is notified orally or in writing, or where the employee/group of employees is not so notified, after the day on which the employee/group of employees became aware of the action or circumstances giving rise to the grievance.
- 17.12 When an employee, or the Union on behalf of the employees is not willing to accept the response to a grievance submitted to the first or second level and wishes to submit the grievance to the final level, this must be done within ten (10) days after the date on which the response was conveyed to the employee or the Union on behalf of a group of employees in writing by the Employer.
- 17.13 When an employee or the Union on behalf of a group of employees does not receive a response to the grievance within fifteen (15) days, the employee or the Union on behalf of a group of employees is entitled to submit the grievance to the next higher level.
- 17.14 The Employer shall normally reply to an employee's/group of employee's grievance at the first or second level of the grievance process within fifteen (15) days after the grievance is presented, and within twenty-five (25) days where the grievance is presented at the final level.
- 17.15 The time limits stipulated in the grievance procedure may be extended by mutual agreement between the Employer, the grievor, and the full-time Union Representative or Steward.



- 17.16 In determining the time within which any action is to be taken in the grievance procedure, Saturdays, Sundays, and designated holidays shall be excluded.
- 17.17 An employee or the Union on behalf of a group of employees may abandon a grievance at any stage in the process by written notice to the officer who is designated to receive and to reply on behalf of the Employer at Level One (1) of the grievance process.
- 17.18 An employee or the Union on behalf of a group of employees who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless in the opinion of the Employer, it was not possible for the employee/Union to comply with the prescribed time limits.
- 17.19 Where an employee or the Union on behalf of a group of employees has presented a grievance up to and including the final level with respect to disciplinary action resulting in discharge, suspension, or a financial penalty, and the grievance has not been dealt with to the employee's/group of employee's satisfaction, **they** may refer the grievance to adjudication in accordance with the provisions of the **Federal Public Sector Labour Relations Act and Regulations** as may be amended from time to time.
- 17.20 When a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of **the employee** of a provision of a Collective Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Union for the bargaining unit to which the Collective Agreement or arbitral award applied, signifies in a prescribed manner:
- (a) Its approval of the reference of the grievance to adjudication; and
  - (b) Willingness to represent the employee in the adjudication proceedings.

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

## Article 18 – Harassment

- 18.01 The Employer and the Union recognize that the Employer has a policy and guidelines regarding the prevention of harassment as defined under the Canadian Human Rights Act that allows its employees the substantive right to grieve or file a harassment complaint for issues involving harassment, including sexual harassment and abuse of authority (such as retribution for reporting abuses of office or “whistle-blowing”), as defined in the policy. This policy protects the rights of employees to work in an environment free from such harassment as defined under the Canadian Human Rights Act and confirms that harassment will not be tolerated in the workplace.
- 18.02 An employee who has concerns regarding harassment may either file a harassment complaint in accordance with the provisions of the Employer's harassment policy and guidelines or file a grievance in accordance with the relevant provisions of Article 17. For information purposes, the policy currently defines “harassment” as any unwelcome and improper conduct by an individual that is directed at and offensive to another person or persons in the workplace and which the individual knew or ought to have reasonably known would cause offence or harm. It comprises any objectionable act, comment, or display that demeans, belittles, or causes intimidation or threat. It includes harassment within the meaning of the Canadian Human Rights Act.
- 18.03 In accordance with the Employer's harassment policy and guidelines, at the request of a complainant or respondent to a harassment complaint and subject to the requirements of the Access to Information Act and Privacy Act, the Employer shall

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

## Article 19 – Pay

- 19.01 An employee shall be paid for services rendered at the hourly rate of pay specified in Appendix “A” for the employee’s job title in accordance with time limits outlined in the rate of pay grid. An employee who is promoted to a higher category will be placed at the start rate of the payband, providing it results in an increase of at least ten (10%) percent of their current rate of pay, and if not, then the employee will be placed at the next highest increment in that payband until it results in a minimum of a ten (10%) percent increase in current rate of pay.
- 19.02 When an employee is temporarily promoted in writing to act in a higher classification **the employee** shall be placed at the start rate of the payband, providing it results in an increase of at least ten (10%) percent of their rate of pay, and if not, then the employee will be placed at the next highest increment in the payband. The employee shall continue to progress through the new payband commensurate with their length of service while acting in the higher classification. Should the employee become permanent in that position, **they** shall be credited with the time served and continue to move through the payband commensurate with **the employees** length of service in that position.
- 19.03 When an employee is appointed in writing, by the Employer, to temporarily perform the duties of a non-bargaining unit (Category II) position for two (2) or more consecutive days, **the employee** shall be paid, in addition to **their** normal rate of pay, a **ten (10%)** percent increment based upon **their** normal wages for the period from the first (1<sup>st</sup>) day.

- 19.04 When a new job with duties and rate of pay which differs from existing jobs, is created within the bargaining unit, the Employer will promptly inform the Union. The job will be evaluated in accordance with the NPF Job Evaluation Program and placed in the appropriate pay category by the Job Evaluation Committee. The rate of pay for the job will be as per the applicable pay level in Appendix "A". Jobs shall be reviewed by the Job Evaluation Committee if the job changes significantly.
- 19.05 Upon request of an employee, the Employer and the Union shall review any position in the bargaining unit where a significant change in duties has taken place.
- 19.06 A detailed job description shall be supplied to all employees at the time of hire. The Employer agrees to provide the Union with copies of all present and future bargaining unit job descriptions.
- 19.07 When an employee is required to work on the seventh (7<sup>th</sup>) consecutive day, **the employee** shall be paid at a rate of pay not less than two (2X) times **their** regular rate of pay.
- 19.08 Payments provided under the provisions of Article 11 (hours of work, call-in, and reporting pay), Article 12 (overtime), shall not be pyramided; that is, an employee shall not receive more than one (1) form of compensation for the same service. An employee will be compensated at the highest eligible rate for the service.

## Article 20 – Consultation

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

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

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

### Article 21 – Employee Files

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

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

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

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

## Article 22 – Rest Periods

- 22.01 Each employee shall be granted a rest period of fifteen (15) minutes during each period of work of three (3) hours in their normal work day. Except in those operations which normally employ only one (1) person, the rest period shall remain as per past practice unless changes are mutually agreed upon. Rest periods shall not be allocated within one (1) hour of a meal period or within one (1) hour of starting or quitting time.
- 22.02 In the event that part-time employees agree to work shifts of less than three (3) hours, in accordance with Article 11.11, the Employer shall provide a fifteen (15) minute rest period for each period of work of three (3) hours cumulative in each work day.

## Article 23 – Bulletin Boards

- 23.01 The Employer agrees to provide a bulletin board at a place accessible to the employees, for the use of the Union to post notices of interest to its members.
- 23.02 The posting of such notices regarding Union meetings, names of Stewards, social and recreational events will not require the approval of the Employer.

## Article 24 – Rest Rooms

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

## Article 25 – Uniforms

- 25.01 Uniforms which the Employer requires shall be furnished to the employee by the Employer without charge.
- 25.02 In circumstances where employees are normally engaged in working outdoors and protective clothing is deemed necessary, the Employer agrees to provide suitable attire at its own discretion. Such clothing shall remain the property of the Employer.

## Article 26 – Meetings

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

## Article 27 – Shortages

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

## Article 28 – General

### Gender

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

### Official Texts

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

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

## Article 29 – Severance Pay

### Full-time Employees

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

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

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



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

or

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

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

Notice or pay entitlement in lieu of notice:

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

#### 29.04 Part-time Employees

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

29.05 Term employees as described under Article 3.01 (d) are not entitled to receive notice or severance pay when their employment ends due to the expiry of their fixed term(s) of employment or when it otherwise ends in accordance with their letter(s) of offer.

Article 30 – Duration of Agreement

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

30.02 This Agreement shall expire on June 30<sup>th</sup>, **2023**.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2020**.

Canadian Forces Base  
Edmonton

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employer Committee:

**Adam Gamwell**  
**Sean Cantelon**

Union Committee:

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

This Agreement was ratified on **September 18<sup>th</sup>, 2020**.

## Appendix "A"

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

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

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

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

### CFB Edmonton Pay Notes

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

- (a) Employees will be placed on the new pay grid based on their current length of service in their current position; i.e. an employee working in the same position for twenty-four (24) months will be placed at the twenty-four (24) month rate.
- (b) Any employee whose rate of pay is above the top step increment will not have their current pay reduced but will retain their current rate of pay until the top step increment on the pay grid for their job level exceeds their rate of pay; at this point, the rate of pay for those employees will increase to the closest rate on the grid.
- (c) Effective July 1<sup>st</sup>, **2020** and subject to ratification the attached pay grid labeled July 1<sup>st</sup>, **2020** shall be put into effect.
- (d) Effective July 1<sup>st</sup>, **2021** and subject to ratification the attached pay grid labeled July 1<sup>st</sup>, **2021** shall be put into effect.
- (e) Effective July 1<sup>st</sup>, **2022** and subject to ratification the attached pay grid labeled July 1<sup>st</sup>, **2022** shall be put into effect.

- (f) Retro pay: employees on the payroll of the Employer will receive the appropriate percentage increase per hour on all hours paid for the period of time from the expiry of the old Agreement, (June 30<sup>th</sup>, **2019**), until the end of the pay period prior to the implementation of the new wage scales. The words “on the payroll of the Employer” shall include all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, Short Term Disability, Long Term Disability, Workers’ Compensation, Maternity Leave, or Parental Leave.
- (g) Unless otherwise expressly stipulated, the provisions of this Collective Agreement shall become effective on the date it is ratified by the Union and the Employer.
- (h) The Agreement will expire on June 30<sup>th</sup>, **2023**.

# Letters of Understanding

Between

The Staff of the Non-Public Funds, CFB Edmonton  
and

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

## Letter of Understanding #1 – Health Care Insurance Premiums

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

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

## Letter of Understanding #2 – Job Descriptions

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

## Letter of Understanding #3 – Call-Ins

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

## Letter of Understanding #4 – Distribution of Additional Hours

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

## Letter of Understanding #5 – Credit for Previous Service

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

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

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

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

The parties agree to the following:

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













Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2020**.

Canadian Forces Base  
Edmonton

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

---

---

---

---

---

---

---

---

---

---

---

---

Employer Committee:

***Adam Gamwell***  
***Sean Cantelon***

Union Committee:

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

This Agreement was ratified on ***September 18<sup>th</sup>, 2020***.