

AGREEMENT

BETWEEN

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

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 175**

**GROUP: OPERATIONAL CATEGORY (ALL EMPLOYEES)
CANADIAN FORCES BASE BORDEN**

EXPIRY DATE 01 AUGUST 2026

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ARTICLE 1: PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to establish and maintain harmonious relationships between His Majesty in right of Canada as represented by the Staff of the Non-Public Funds, Canadian Forces, hereinafter referred to as the Employer, the 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 and to promote the well-being of the employees.

ARTICLE 2: RECOGNITION

- 2.01 The Employer recognizes the United Food and Commercial Workers Canada, Local 175, certified by the Public Service Labour Relations Board on 29 June 1984, as exclusive Union for all employees of the Employer in the Operational Category employed at the Canadian Forces Base at Borden in Ontario save and except managers/category II employees.

ARTICLE 3: INTERPRETATION AND DEFINITIONS

- 3.01 For the purpose of this Agreement:
- a. Full-time Employee means an employee who has completed their probationary period and is normally

employed for twenty-seven (27) or more hours per week.

- b. Part-time Employee means an employee who has completed their probationary period and is normally employed on a continuing basis for more than thirteen and one third (13 $\frac{1}{3}$) hours and less than twenty-seven (27) hours per week.
- c. "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.
 - i. Seasonal employees who are laid off and return to work within the recall period shall have the lay-off time accrued towards their length of service in terms of placement on the pay grid.
- d. Probationary Employee means a new employee who is carrying out the tasks of a full-time or part-time employee but has not been granted full-time or part-time status. Probationary employees shall have all the entitlements accorded in this agreement to "Full-time Employees" or "Part-Time Employees" (whichever is appropriate) unless expressly stated otherwise and except for entitlements that are necessarily inconsistent with their status as probationary employees. The probationary period shall normally not exceed:
 - 1) Supervisory: Four (4) Calendar Months;

2) Non-Supervisory: Three (3) Calendar Months.

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

- 3.02 The terms of this Agreement shall apply to and only to full-time and part-time employees except where otherwise specifically stated.
- 3.03 Notwithstanding the provisions of Article 3.01 a., a part-time employee relieving a full-time employee absent due to illness, vacation or any other leave of absence for a period of six (6) months or less will not be considered a full-time employee for the purpose of this Agreement. If a part-time employee relieves a full-time employee for a continuous period in excess of six (6) months they will become a full-time employee and their seniority as a full-time employee will date back to their first day so employed.
- 3.04 Part-time employees shall be paid for the benefits provided for in this Agreement unless otherwise indicated. Payment for applicable benefits shall be in the same proportion as their average weekly hours of work, as averaged over the preceding two (2) pay periods relates to the number of hours in the normal work week. If an employee's service is for less than two (2) pay periods the average weekly hours will be calculated on the period of service.
- 3.05 Official Texts - Both the English and French texts of this Agreement shall be official. Where there is discrepancy between the versions, the English version shall prevail.

PREVENTION OF HARASSMENT, VIOLENCE AND DISCRIMINATION IN THE WORKPLACE

3.06 The parties recognize that the Employer has a policy and guidelines regarding:

- a. The prevention of harassment and violence: The employees have the substantive right to grieve or file a harassment and/ or violence complaint for issues involving harassment, including sexual harassment, violence 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 and violence as defined under the *Canadian Human Rights Act* and the *Canada Labour Code, Part II* and confirms that harassment and violence will not be tolerated in the workplace.
- b. 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*.
- c. In accordance with the Employer's harassment policy and guidelines, at the request of a principal party or

responding party to a harassment complaint and subject to the requirements of the *Access to Information Act* and *Privacy Act*, the Employer shall provide the principal party and/or responding party with an official copy of the harassment complaint investigation report.

- d. The Employer and the Union agree that this Article does not create any substantive rights outside of those created in the Employer's policy and that the terms of the Employer's harassment and violence prevention policy and guidelines do not form part of this Agreement. The Employer confirms its intention to maintain a harassment and violence prevention policy and consult with the Union regarding any amendments to the policy. The Employer confirms its intention maintain a harassment policy and consult with UFCW regarding any amendments to the policy. A copy of the revised policy will be provided to UFCW.

ARTICLE 4: STATE SECURITY

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

ARTICLE 5: MANAGERIAL RIGHTS

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

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

ARTICLE 6: FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

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

ARTICLE 7: CHECK-OFF

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

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

- 7.02 For the purpose of applying Article 7.01, deductions from pay for each employee in respect of each bi-weekly period will start with the first bi-weekly payroll period of employment to the extent that earnings are available.
- 7.03 The Employer agrees to remit dues together with a list of employees from whom deductions have been made as identified in 7.06 to the Union at its mailing address by the fifteenth (15th) day following the end of two (2) consecutive

payroll periods, except for mail strikes or other circumstances beyond the Employer's control.

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

7.05 The Employer shall remit to the Union, within fifteen (15) calendar days following date of hire the United Food and Commercial Workers Union Membership Application Form signed by the new employee along with the consent form in respect of the distribution of social insurance numbers. Further, the Employer shall collect membership initiation fees as may be established by the Union and forward application forms and such fees to the Union with the regular monthly dues remittance.

7.06 The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail (remit@ufcw175.com) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel, Quattro Pro, Lotus or other software program acceptable and adaptable to the Union. The spreadsheet will be in a format provided by the Union and the Employer will provide the following information as known to the Employer:

1. S.I.N (where authorized by the employee)
2. Employee number, if applicable
3. Full name (Last/First/Initials)
4. Full address, including City and Postal Code
5. Telephone number (including area code)
6. Date of hire

7. Rate of pay
8. Classification
9. Full-time or part-time designation
10. Union dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting 11.
11. Total dues deducted
12. Back dues owing
13. Vacation-pay breakdown of dues owing (when requested)
14. Initiation fees deducted
15. Total initiation fees deducted
16. The list will also advise the Union of all employee terminations and the effective date.

7.07 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.

7.08 The Union shall inform the Employer in writing of the authorized monthly deductions to be checked off for each employee, including the methodology/formula used to calculate this amount. The Union shall notify the Employer in writing at least ninety (90) calendar days in advance of any change in the amount of monthly deductions to be checked off.

7.09 During initial orientation the Human Resources office shall provide a list of the Union Stewards along with their contact information to all new hires. Subject to operational requirements and within thirty (30) days of hire, new hires

will be allowed fifteen (15) minutes to meet with a Union Steward if one has been appointed to the outlet, for the purpose of informing the employee of the existence of the Union and the role in the workplace.

- 7.10 a. Upon the hiring of a new employee the local Human Resources (HR) person while issuing the Employer's hiring package will include the Union's "United Food and Commercial Workers Union Membership Application Form" and "consent form" in respect of the disclosure of social insurance numbers. These forms once received completed from the employees would then be forwarded to the Union as per Article 7.05 with the next dues remittance.

In respect to the Dues Report due each month as currently outlined in Article 7.06 it is the understanding of the parties that items 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14 and 15 will be forwarded to the Union's Mississauga office either by mail or email along with the remittance payment.

An additional separate monthly report would include the employee's full name (2), employee number (3), date of hire (6) and date of termination (16). In an additional column the employer would provide the date the SIN (1) consent form was forwarded to the local Union and attached to the form would be the recently collected SIN consent forms for that reporting period.

- b. To clarify, both a copy of the "United Food and Commercial Workers Union Membership Application Form" and a copy of the completed SIN Consent form

should be forwarded to the Union one time only, and this shall be in full satisfaction of the Employer's obligation to provide Social Insurance Numbers to the Union under Article 7 of the Collective Agreement.

If applicable, the Employer may want to retain a copy of the employees completed SIN Consent form in the employee's employment file.

ARTICLE 8: APPOINTMENT OF UNION STEWARDS

- 8.01 The Employer acknowledges the right of the Union to appoint employees as Union Stewards and alternate Union Stewards. The Union agrees to exclude employees who are serving members of the Canadian Armed Forces and subject to the *National Defence Act*, Code of Service Discipline from any/all Union offices. The number of Union Stewards appointed shall be limited to one (1) per work place.
- 8.02 The Union shall determine the jurisdiction of each Union Steward, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure.
- 8.03 The Union shall notify the Employer promptly, within ten (10) business days and in writing of the names and jurisdiction of its Union Stewards whenever changes are made.

- 8.04 The Employer will recognize a negotiating committee consisting of not more than three (3) Bargaining Unit members as selected by the Union, a Union Representative and/or Director.
- 8.05 The Union shall notify the Employer promptly, within ten (10) business days and in writing of the name and positions of officials, whenever changes are made.

ARTICLE 9: LEAVE FOR UNION STEWARDS & ACCESS TO PREMISES

- 9.01 A Union Steward shall obtain the permission of their manager before leaving their work to investigate complaints that lie within the jurisdiction agreed to in Article 8, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the Union Steward shall report back to their manager before resuming their normal duties.
- 9.02 A Union Steward will not receive pay for the time spent investigating complaints during their regular scheduled time off.
- 9.03 The Employer agrees that business agents of the Union will be granted access to the Employer's premises upon request and following the consent of the Employer. Such request shall be made twenty-four (24) hours in advance to the Employer. The purpose of such access is to be for the observance of working conditions, interviewing members

and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

- 9.04 The Union may, subject to availability, be permitted to utilize the Employer's premises and facilities to conduct meeting of the employees provided:
- a. The meeting is attended by employees outside their working hours; and
 - b. The Employer is advised within fifteen (15) calendar days prior to the meeting date.

The Union shall insure the orderly 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.

ARTICLE 10: HEALTH AND SAFETY

- 10.01 The Employer agrees to maintain reasonable provisions for the safety of its employees during the hours of employment and to provide an accident prevention program. The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees.
- 10.02 The Employer and the Union agree that Part II of the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations* as amended from time to time, with

all rights, functions, powers, privileges and obligations as defined under the Code/Regulations, shall apply.

- 10.03 Members of the Bargaining Unit who attend safety meetings, called by the Employer, shall be paid for all such time under the terms of the Collective Agreement.
- 10.04 The Employer agrees to maintain adequate heat in all of its places of operation and shall not require an employee to work under unsafe conditions.
- 10.05 The Employer will inform the Union of any return to work or WSIB meetings involving Bargaining Unit members in a timely manner prior to the occurrence.

ARTICLE 11: HOURS OF WORK

- 11.01 The normal hours of work for full-time employees shall not exceed eight (8) hours in a day and forty (40) hours in a week exclusive of unpaid meal periods. The normal hours of work for part-time employees shall not exceed eight (8) hours in a day and twenty-seven (27) hours per week. A week shall include a period of seven (7) consecutive days starting at 0001 hours Monday morning and ending the following Sunday night at 2400 hours. This shall not be construed as guaranteeing an employee minimum or maximum hours of work per day or week.
- 11.02 Once in every three (3) week period, full-time employees and part time employees shall be scheduled two (2) consecutive days off, which shall be either Friday and a Saturday, a Saturday and a Sunday, or a Sunday and a Monday

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

11.03

- a. For all outlets a work schedule shall be posted in each outlet by each Wednesday at 4 pm, showing the scheduled daily working hours for each employee covered by this Agreement for the following two (2) week period. The schedule posted for the second week shall be tentative and subject to finalization by the Employer by 4 pm Wednesday preceding that week. If a schedule is not posted by 4 pm Wednesday, the schedule for the previous week will apply.
- b. For all outlets, no change shall be made in the schedule for the first week posted except for circumstances beyond the control of the Employer. In this instance, the change in schedule would apply to the area of the operation where the problem arose and affect only those employees will be given notice as far in advance as possible. Where hours must be altered from those presently scheduled, the Employer shall consult in advance with the Union on such proposed hours of work, except in cases of emergency.
- c. The Employer may review the availability of a part-time employee for the purpose of scheduling to allow the employee to attend school on a regular basis. Subject to the operational requirements, the Employer may grant a request for accommodation for school

attendance purposes, and the Employer will not be arbitrary in its decision to grant or deny such a request.

- d. Full time employees will have preference over part time employees in the same job title provided the full-time employee has the qualifications, experience, ability and skills to do the job required. The Employer shall be the judge of the qualifications, experience, ability and skills.
- e. The Employer shall forward to the Union or Union Steward a copy of the schedule as posted for each outlet when requested.

11.04 Meal periods shall be provided as follows:

- a. Employees working five (5) consecutive hours or more are entitled to an uninterrupted meal period of not less than thirty (30) minutes, and no more than sixty (60) minutes. The meal period shall be scheduled as close to the midpoint of the work period as possible and shall be unpaid.
- b. The meal period in operations that employ only (1) person shall remain as per past practice unless changes are mutually agreed upon.

11.05 Each employee shall be granted a paid rest period of fifteen (15) minutes during each period of work of three and one half (3 ½) hours in their normal work day, except in those operations which normally employ only one person the rest period shall remain as per past practice unless changes are mutually agreed upon. Rest periods shall be uninterrupted

and shall not be allocated within one (1) hour of a meal period or within one (1) hour of starting or quitting time.

- 11.06 Upon request, and subject to managerial discretion and operational requirements, employees may be granted a scheduling arrangement of meal periods and break periods which deviates from the terms of Articles 11.04 and 11.05.
- 11.07 An employee shall not be scheduled to work a split shift unless otherwise mutually agreed.
- 11.08 There shall be a minimum of ten (10) hours from the time the employee concludes one (1) scheduled work shift and commences the next scheduled work shift, unless otherwise mutually agreed.
- 11.09 Attendance during Storms and Hazardous Conditions

Definitions

Hazardous conditions

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

Storms

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

- a. The manager of the affected outlet will endeavor to advise employees as soon as possible prior to the commencement of their shift not to report to work.
 - b. In the event an outlet is closed due to a storm or hazardous conditions, previously scheduled employees will be granted leave with pay for the regularly scheduled work hours for that shift, unless alternate working arrangements have been made with their manager. Employees on preapproved time off prior to the closure day will not be entitled to compensation.
 - c. Employees who are at work and are sent home by their manager will be paid for the balance of their scheduled workday at their regular rate of pay.
 - d. In the case of a late arrival authorized by the Employer, an employee who reports to work at the rescheduled start time shall be paid their regular rate of pay for the period of the full scheduled shift. In the event the employee does not report to work at the rescheduled start time, they will only be paid for the actual time worked at their regular rate of pay.
 - e. The decision to close an outlet is the responsibility of the Senior Manager of each outlet.
- 11.10 Senior employees shall not be scheduled to work less hours than junior employees in the same job title in the same outlet, provided they are available and able to work the hours required.

For part-time employees only, a senior employee may be scheduled less hours than a junior employee when mutually agreed upon by the Employer and the senior employee.

- 11.11 In the event an employee wishes to change a shift with another qualified employee, they shall first submit such request in writing to the Supervisor. Should the request be granted, the Employer shall not be liable for any claims of non-compliance with the Collective Agreement nor for any premium pay or overtime resulting from the shift change. Any such request for a shift change shall not be unreasonably denied.
- 11.12 When an employee is required to work on the seventh (7th) and each subsequent consecutive day, they shall be paid at a rate of pay not less than two (2) times their regular rate of pay.
- 11.13 Employees scheduled, called in or called back to the workplace and who actually report shall receive a minimum of three (3) hours pay at the applicable rate of pay for those hours.
- 11.14 Unplanned Absences at CANEX

Additional hours that become available at the CANEX due to an unplanned absence after the schedule has been posted will be offered in accordance with this Article.

Where sufficient advanced-notice of the absence is received, the Employer agrees that such hours will be offered in order of seniority to those qualified employees who have indicated, in writing, a desire to work such additional hours. An employee, who would be placed in an overtime situation, will not be eligible to receive such additional hours. It is understood that the Employer has the right to determine if such hours are to be filled by extending the hours of employees currently scheduled to work that day or by calling in employees to fill the hours. The Employer will not act in an arbitrary or unreasonable manner in determining what constitutes "sufficient advance-notice".

ARTICLE 12: OVERTIME

- 12.01 When an employee is required to work in excess of eight (8) hours in a day or forty (40) hours in a week they shall be paid for the overtime at a rate of pay not less than one and one-half (1½) times their regular rate.
- 12.02 Overtime shall be compensated in money, except where by the request of an employee, and with the approval of the Employer, overtime may be compensated in equivalent leave as stipulated in Articles 11.11 and 12.01. Earned leave will be taken at a time mutually agreeable to the employee and the Employer. The Employer will not deny such leave arbitrarily. Within 90 days of when it is accrued, unless otherwise agreed between the Employer and the employee. Should such 90-day period expire without being extended, all monies owed shall be paid out to the employee without further notice. Such

payment will be at the employee's rate of pay at the time the leave is paid.

An employee may only take accumulated compensatory leave up to a maximum of forty (40) hours. All hours worked beyond this maximum will be automatically paid in the affected pay period.

- 12.03 Overtime shall be offered first, to the employee with the most seniority on the shift in the outlet which requires the work, provided the employee is in the job title for the nature of the work required and is capable of performing the work. If no employee on shift wishes to work the overtime, the Employer may assign the work to a junior employee who is capable of performing the work.

ARTICLE 13: SENIORITY

13.01 Definitions:

- a. Full-time seniority shall be defined as the total length of continuous full-time employment in the Bargaining Unit covered herein. An employee's seniority as a full-time employee shall date from the employee's first day of continuous full-time work in the Bargaining Unit;
- b. Part-time seniority shall be defined as the total length of continuous part-time employment in the Bargaining Unit covered herein. An employee's seniority as a part-time employee shall date from the employee's first day of continuous part-time work in the Bargaining Unit.

c. Probationary employees shall have no rights under the seniority provision of this Agreement during the probation period outlined in Article 3.01d. The seniority of a full-time or part-time probationary employee who has completed their probation period to satisfaction of the Employer will be dated from the first day of the probationary period which is the first day of continuous full-time or part-time work as appropriate;

d. The Bargaining Unit shall be divided into the following operations called outlets:

Junior Rank's Mess	Borden Golf Club
Base Borden Officers' Mess	Recreation
Juno Beach Mess	Sports and Fitness
	CANEX

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

a. The names of the employees tied will be drawn by a lot conducted jointly by the Parties and listed in the order that they are drawn.

b. This procedure will be applied only on the first occasion of the tie coming into existence.

13.03 An employee will lose their seniority rights under this Agreement and their services will be terminated if:

- a. They voluntarily leave their employment with the Employer;
 - b. They are discharged for cause;
 - c. They have been laid-off for a continuous period of twelve (12) months;
 - d. They have 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 within three (3) working days of the date they had been requested by the Employer, in writing by registered mail and e-mail, to return to work. In order to be eligible for recall from lay-off the employee must provide the Employer with their current e-mail, mailing address and telephone number;
 - e. They overstay a period of leave granted by the Employer in accordance with Articles 15 and 16 without securing an extension of such leave; and
 - f. They absent themselves from their work for more than three (3) working days without securing leave in accordance with Articles 15 and 16 or without producing evidence of a valid reason satisfactory to the Employer. It is understood and agreed that this Article does not permit or sanction absences of three (3) days or less without reasons satisfactory to the Employer.
- 13.04 The change of employment status from full-time to part-time in accordance with Article 13.05, lay-off and recall from lay-off shall be by outlet. Employees in the outlet shall be selected in accordance with their seniority within the

Bargaining Unit. Senior employees have preference over junior employees provided the senior employee has the qualifications, experience, ability, and skill to do the job required.

- 13.05 a. When a full-time employee is laid off in accordance with Article 13.04 and there is part-time work available in their outlet, they shall be offered the part-time work provided they are able and qualified to perform the work. If they accept the part-time work, they shall receive the rate of pay of the job in which they are placed. A full-time employee who accepts part-time work shall be retained on the lay-off list and shall be eligible for recall to a full-time position for a period of twelve (12) months in accordance with the provisions of this Article.
- b. A full-time employee who is given part-time status in accordance with Article 13.05 a. will retain seniority as a full-time employee for twelve (12) months. At the end of this period the full-time employee will be given the choice of accepting severance pay and termination of employment or conversion to part-time status with the maintenance of all seniority accrued as a full-time and part-time employee.
- 13.06 Vacancies within the Bargaining Unit created by the resignation or retirement of an employee, the reclassification of a position or the creation of a new position will be filled in accordance with the following order of precedence:

- a. The vacancy will be offered, on the basis of seniority, to any employee on the lay-off list of the outlet concerned provided they're of the same classification level or higher than the classification level of the vacant position and provided they have the necessary qualifications experience, ability, and skill to do the job required;
- b. If the vacancy is full-time, non-supervisory and cannot be filled from the full-time lay-off list as per Article 13.06 a., it is to be posted in accordance with Article 13.07. If any qualified and interested employees in the outlet apply for the vacancy, the applicant with the most seniority in the outlet will be given the job provided the applicant's job title and classification level is the same as the vacant position and is capable of performing the work to the satisfaction of the Employer;
- c. If the vacancy cannot be filled in accordance with Article 13.06 a. or b. members of the Bargaining Unit employed in the outlet who applied for the position will be considered. The successful applicant for the position will be selected in accordance with Article 13.07;
- d. If there is no qualified or successful applicant within the outlet the Employer will consider members of the Bargaining Unit who applied for the position. The successful applicant for the position will be selected in accordance with Article 13.07; and
- e. If the Employer determines that there is no qualified or successful applicant within the Bargaining Unit the Employer may hire someone from outside the Bargaining Unit.

- f. Part-time employees who are selected for a full-time position with the Employer will not be credited with any of their part-time seniority towards their full-time position.
- g. Employees will not be able to apply for another position within NPF while they are in their initial probationary period unless such a position represents an increase in hours or pay.

The Employer determinations in sub-Articles b, c and d above are subject to review by the Grievance and Adjudication provisions of the Agreement.

- 13.07 Vacancies that cannot be filled in accordance with Article 13.06 a. will be posted for a total of five (5) working days. Members of the Bargaining Unit interested in the position may apply, in writing, during this five (5) day period to the responsible officer named in the poster.

Applicants will be selected in accordance with the order of precedence outlined in Article 13.06 b., c. and d. The poster shall indicate the job title and description of the job opening, rate of pay, the approximate starting date and the qualifications required. Except for vacancies filled in accordance with the provisions of Article 13.06 a. or b., selection of the successful applicant will be determined by the Employer by considering qualifications experience, ability, and skill to perform the job. When these considerations are judged equal the employee with the greatest seniority will be selected.

- 13.08 Only an employee who applied for a vacancy and was not selected may submit a grievance concerning any determination made by the Employer regarding the filling of the vacancy. The grievance must be submitted within the five (5) working days following the day on which the candidates were advised of the name of the successful candidate.
- 13.09 Employees selected to fill a vacancy shall be appointed for an initial assessment period. The duration of the assessment period shall not exceed three (3) months for supervisory positions and two (2) months for non-supervisory positions. If, during the assessment period, the Employer determines that the employee has not performed the duties and responsibilities to the satisfaction of the Employer or should the employee, not wish to continue in this position, the employee will be removed from the job and will be reassigned to their former position or to a position equivalent to their former position.
- 13.10 An employee's seniority will continue to accrue during any period of absence or lay-off.
- 13.11 Within sixty (60) days of the signing of this Collective Agreement separate seniority lists for full-time and part-time employees shall be posted for a period of three (3) weeks. The seniority date for each employee shall be considered correct if no objection is made within three (3) weeks of the first day of posting of the initial list on which the employee's name appears. Copies of these seniority lists will be provided to the Union annually. The list will be

by outlet, one (1) for full-time and one (1) for part-time and will contain employee's full name, job title and seniority date.

13.12 A full-time employee in the outlet shall have preference over a part-time employee provided the full-time employee has the qualifications, experience, ability, and skill to do the job.

13.13 In this Article, the Employer is to be the judge of qualifications, experience, ability, and skill but agrees that such decisions will not be made in an arbitrary or discriminatory manner.

ARTICLE 14: DESIGNATED HOLIDAYS

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

- a. New Year's Day
- b. Good Friday
- c. Easter Monday
- d. Victoria Day

- e. Canada Day
- f. August Civic Holiday
- g. Labour Day
- h. Truth and Reconciliation Day
- i. Thanksgiving Day
- j. Remembrance Day
- k. Christmas Day
- l. Boxing Day
- m. One additional day when proclaimed by an Act of Parliament as a national holiday.

14.02

- a) A full-time employee is entitled to designated holidays with pay listed in Article 14.01 when:
 - i. They work their scheduled day before and their scheduled day after the designated holiday unless the absence is due to personal injury or illness or other reasons satisfactory to the Employer;
 - ii. They have been employed with the Employer a minimum of thirty (30) calendar day; and
 - iii. They are not on an authorized leave of absence without pay.
- b) Upon completion of thirty (30) days of employment, part-time employees shall be paid four-point-six percent (4.6%) of their gross regular earnings as designated holiday pay every pay period. If a part-time employee works on that day, the employee will be paid at a rate of one and one half (1 ½) times their rate of pay for the hours worked on that day.

- 14.03 An employee who is entitled to a designated holiday and is required to work on that designated holiday will be:
- a. Paid at the rate of one and one half (1½) times their regular rate for the hours worked in addition to their regular wages for the day; or
 - b. Upon mutual agreement between the Employee and their manager, paid at the rate of one and one half (1½) times their regular rate for the hours worked and be given a holiday with pay at some other time agreeable to them and the Employer. Such day must be selected within the following pay period after such holiday.
- 14.04 If an employee is not entitled to a paid designated holiday and they are required to work on a holiday they must be paid at one and one-half (1½) times their regular rate.
- 14.05 When a designated holiday falls on a day that is a non-working day for an employee, the employee is entitled to and shall be granted a day off with pay at a time convenient to the employee and the Employer. Such day must be selected within a thirty (30) day period after such holiday. The Employer shall approve such request in writing and will give due consideration to an employee request to extend the time period by up to fifteen (15) days when operationally feasible.

ARTICLE 15: VACATION LEAVE

15.01 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:

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

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

15.02 Calculations for vacation entitlement shall be based on the anniversary date of employment of the employee.

15.03 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.

15.04 Subject to operational requirements the Employer shall make every reasonable effort to schedule an employee's vacation at a time acceptable to them based on seniority.

15.05 All requests for leave submitted by full-time employees must be submitted through WorkForce. An employee shall give the Employer at least one (1) months' notice in writing regarding the actual dates on which they desire to take a

vacation of five (5) or more working days. Leave for shorter periods may be granted provided sufficient notice is given.

- 15.06 The normal vacation period shall commence on May 31 and end on September 30. 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.
- 15.07 A blank vacation schedule shall be posted on March 1st and such vacations will be granted on the basis of seniority by outlet. Employees must submit their request for vacation by April 15 at which time the Employer will finalize, approve and post the vacation schedule by May 1st. Employees who fail to submit their vacation requests in accordance with the above shall forfeit their seniority rights for vacation preference and vacation requests shall be considered on a first come first served basis. No changes will be made to the vacation schedule once it has been approved, unless such changes are mutually agreed upon.
- 15.08 When holidays as defined in Article 14.01 fall within the employee's paid vacation period, the employee will be permitted to either take the equivalent extra days of vacation with pay consecutive with their vacation or take the equivalent days of vacation at a time mutually agreed upon.
- 15.09 The Employer shall schedule the Saturday and Sunday prior to the commencement of an employee's vacation period as the employee's Saturday and Sunday off in that

three (3) week period. This provision may be waived at the request of the employee.

- 15.10 Pay for vacation shall be given to the employee prior to the beginning of their vacation period when requested in writing by the employee two (2) weeks prior to the start of their vacation. This shall not apply to employees on direct deposit.
- 15.11 Vacation leave shall not be cumulative from year to year under normal circumstances. It is realized that occasionally vacations cannot be taken during the vacation period because of illness, job requirements or other exceptional circumstances. In such cases vacations may be carried over to the next vacation period with the approval of the Employer. Applications for vacation carry-over shall be submitted in writing.
- 15.12 If a full-time employee becomes sick while on vacation leave and submits a doctor's certificate covering the period of sickness, they shall have the vacation for the period covered by the certificate converted to sick leave. The days of vacation lost as a result of the sickness shall be re credited to their vacation record. It is recognized that the Employer will determine the sufficiency of any doctor's certificate proffered by an employee. The Employer will not act in an arbitrary or discriminatory manner in exercising that right.
- 15.13 The vacation leave entitlement of an employee who has completed five (5) years of continuous part-time service at CFB Borden and whose status is changed from part-time to full-time will be based on the total completed years of

employment as a part-time and full-time employee. A part-time employee who has completed less than five (5) years of continuous part-time service at CFB Borden will be credited with one-half ($\frac{1}{2}$) of their part-time service towards their full-time vacation entitlement.

- 15.14 On termination of employment the employee is entitled to any vacation pay owed to them in respect to any prior completed year of employment and vacation pay for any portion of the year completed at the time of termination at their current wage.
- 15.15 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 st year	Four (4) % of annual gross earnings
In the 2 nd to 6 th years	Six (6) % of annual gross earnings
In the 7 th to 15 th years	Eight (8) % of annual gross earnings
In the 16 th and 17 th years	Nine point two (9.2) % of annual gross earnings
In the 18 th to 26 th years	Ten (10) % of annual gross earnings
In the 27 th to 28 th years	Ten point eight (10.8) % of annual gross earnings.
On completion of 28 years	Twelve (12) % of annual gross earnings.

Pay will continue to be deposited in the employee's bank on normal pay days including during their vacation period unless the employee makes a specific request in writing to the Employer that they wish to receive their accrued vacation pay entitlement in a lump sum once per year. Such a request shall be submitted on or by the deadline set in Article 15.07 (i.e., the deadline by which employees must submit their vacation requests) and shall indicate the date on which the employee wishes to receive that lump sum payment. Whenever feasible, the Employer will accommodate such an employee request.

In such circumstances, as soon as possible after the receipt of notice, as above, the Employer will halt the bi-weekly payment of vacation entitlements for the requesting employee and accumulation of the vacation pay - that will ultimately be paid in a lump sum - will commence at that time

- 15.16 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 15.15

For purposes of vacation scheduling, Article 15.07 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

16.01 Sick Leave Plan

(1) SICK LEAVE

- a) Full-time employees who are medically unable/unfit to work because of non-occupational illnesses or injuries are entitled to take up to seventeen (17) consecutive weeks of sick leave at full pay upon completion of probation.
- b) Full-time employees must contact their manager prior to their start time on the first day of absence to notify them of the absence and the expected return date.
- c) If the absence is expected to be in excess of five (5) consecutive working days, full time employees are to follow the Return-to-Work Support Program (RTWSP) requirements.
- d) When the full-time employee is eligible to receive income replacement benefits from a third-party source (for e.g., provincial, WCB, or private car insurance, crime victims' compensation, etc.) while on sick leave, they must:
 - i. Notify the Employer of this possibility and must apply for such income replacement benefits, and
 - ii. Notify the Employer if they receive income replacement benefits from a third-party source while on sick leave in

order for paid sick leave to be offset/reduced accordingly.

- e) Managers and the full-time employees may refer to the Return-to-Work policy currently in force, which may be amended at any time by the Employer and the Employment Accommodation policy for additional information on absences relating to non-occupational illnesses and injuries.
- f) Full-time employees on leave without pay (including pregnancy or parental leave) are not eligible for paid sick leave.
- g) Sick leave is not cumulative from year to year nor does it have any cash value
- h) A part-time employee shall be granted a maximum of sixteen (16) hours of paid sick leave per fiscal year upon completion of probation.
- i) Sick leave can be taken in hourly increments.
- j) Sick leave is not cumulative from year to year, nor does it have any cash value.

(2) REINSTATEMENT OF SICK LEAVE

A full-time employee who:

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

(3) LONG TERM DISABILITY

- a) If a full-time employee has exhausted their sick leave benefits under this Article and remains medically unable to work due to the same illness/injury, they may be

eligible for Long Term Disability (LTD) benefits provided that they meet the eligibility criteria of the LTD Program.

- b) Length of service and seniority continues to accrue during approved absences of Long-Term Disability.
- c) Vacation accrual is suspended while an employee is on LTD. Vacation accrual will be reinstated once the full-time employee completes the progressive return to work program and returns to regular full-time employment (i.e., full duties, full hours).
- d) Accumulated vacations balances may be paid out at the request of the full-time employee either at the end of the sick leave period or during the period of LTD. The Employer may also initiate a vacation payout if it is unlikely the full-time employee will return to work.
- e) A full-time employee is not eligible to take vacation days in order to delay the commencement of the LTD benefit.

16.02 Pregnancy Leave without Pay

For clarification, Pregnancy leave only applies to the employee that actually gives birth.

An employee has the right to leave without pay in the following circumstances:

- a. An employee who provides the Employer with a certificate from a qualified health care provider attesting that they are pregnant is entitled up to seventeen (17) weeks, which leave may commence no earlier than

twelve (12) weeks prior to the estimated date of delivery and end no later than seventeen (17) weeks following the actual day delivery;

- b. The end of the pregnancy leave can be extended depending on unique circumstances such as the hospitalization of the newborn. Employee must consult the Canada Employment Insurance program for more information on eligibility and inform their local HR office if they are approved for another type of leave under the Employment Insurance Program.

16.03 Pregnancy Leave Allowance

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

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

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

- a. Where the employee is subject to a waiting period before receiving the pregnancy benefits, they are eligible to receive ninety-three percent (93%) of their weekly gross pay;
- b. For each week that the employee receives a pregnancy benefit under the *Employment Insurance Act*, they are eligible to receive the difference between ninety-three percent (93%) of their weekly gross pay and the pregnancy benefit; and
- c. Where the employee has received the full fifteen (15) weeks in b) above and remains no pregnancy leave without pay, they are eligible to receive the additional week(s) of pregnancy leave allowance at ninety-three percent (93%) of their weekly gross pay.

(3) Employees who receive the pregnancy leave allowance but are unable to return to work for the period equal to their pregnancy leave allowance, they will be indebted to the Employer for the percentage of the allowance determined pro-rated to the number of weeks worked after their return.

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

16.04 Parental and Adoption Leave without Pay

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

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

The leave period may commence as the employee elects:

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

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

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

16.05 Pregnancy, Parental and Adoption Leave

- (a) The employee shall along with the request for pregnancy, parental or adoption leave without pay, notify the Employer in writing of the options concerning their pension and group insurance benefits. If these benefits are to be continued, arrangements will be made for the employee to make the necessary contributions. If an employee elects to continue their pension and/or group insurance benefits during pregnancy, parental or adoption leave, the Employer will continue to pay its applicable share of the premiums and contributions.
- (b) An employee will not be entitled to receive pensionable service for any periods of leave in which they have not made pension contributions.
- (c) An employee returning from pregnancy, parental or adoption leave shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the same location, with not less than the same pay and benefits unless other arrangements have been agreed to by all parties concerned. If during the period of leave the pay and benefits of the group to which the employee belongs are changed, the employee is entitled upon return from leave, to receive the same pay and benefits that the employee would have received had the employee been working when the change occurred.

- (d) Length of service and seniority continues to accrue during absences on pregnancy, parental or adoption leave.

16.06 Union Training/Education Leave Without Pay

An employee shall be granted a leave of absence to attend Union training or education activities, subject to Article 16.17. Where the leave of absence is less than two (2) weeks the Employer shall continue to pay its share of benefit premiums, should the employee elect to continue coverage.

16.07 Bereavement Leave

- a. An employee will be given leave with pay for five (5) days immediately following the death of a member of their immediate family and leave with pay for one (1) day in the case of a distant relative. In addition, they may be granted up to two (2) days leave with pay for the purpose of necessary travel related to the death. The bereavement leave specified in Article 16.13a is to be taken consecutively unless otherwise granted by the Employer in writing.
- b. For the purpose of this Agreement, immediate family will comprise anyone of the following; brother or sister, mother or father, (or alternatively, step-father, step-mother, or foster parents), father-in-law or mother-in-law, husband or wife, (including common-law spouse resident with the employee) son or daughter (including son or daughter of common-law spouse, as

well as step child, foster child or ward of the employee), grandparents grandson or granddaughter; and distant relatives will be any of the following: aunt, uncle, brother-in-law or sister-in-law, son-in-law, daughter-in-law and spouses grandparents or any relative permanently residing in the employee household or with whom the employee resides.

- c. Should the periods mentioned above contain one or more non-working days (for example, Sunday or day off), the employee may claim payment only for the actual days of work they will have missed.
- d. 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 of greater than and/or in a manner different than that provided for in clause 16.13 a. above.

16.08 Jury Duty

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

16.09 Court Leave with Pay

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

- a. In or under the authority of a court of justice or before a grand jury;
- b. Before a court, judge, justice, magistrate or coroner;
- c. Before the Senate or House of Commons, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of their position;
- d. Before a legislative council, legislative assembly or House of Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
- e. Before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it, the Employer agrees to make up the difference, if any, between the amount paid to the employee for witness fees and the amount they would have earned had the employee worked on the day they were to appear as a witness. This does not apply if the employee is excused as a witness for the rest of the day or days and fails to report back to work, or if witness duty occurs on the employee's regular scheduled day off. The employee must promptly notify the Employer that they have been summoned as a witness.

16.10 Leave of Absence Without Pay

An employee may be granted a leave of absence without pay provided they receive permission in advance from the Employer in writing. Such leave of absence will not be unreasonably withheld. An employee requesting a Leave without Pay shall first use up any accrued paid vacation leave. Under no circumstances shall any leave of absence be approved for a period in excess of twenty-four (24) months.

At the discretion of the authorized manager a leave of absence may be extended for up to a further six (6) months.

Once an employee has taken the total leave of absence without pay provided for in this Article, they must return to work for twelve (12) consecutive months prior to being eligible to take another leave of absence without pay. Any accumulated vacation leave and/or compensatory time must be taken prior to granting leave without pay.

An employee on leave of absence without pay exceeding two (2) weeks may continue group benefits and/or pension provided the employee pays both the Employer's and their share of the premiums and contributions. An employee's election to either continue or suspend group benefits and/or pension for the duration of the leave is irrevocable and binding. An elected option cannot be changed after the leave has commenced.

An employee will not be entitled to receive pensionable service for any periods of leave of absence without pay for which they have not made pension contributions.

An employee returning from leave without pay may be reinstated in the position occupied at the time the leave commenced, providing that the position is available. If unavailable, the Employer may return the employee into a comparable position for which they are qualified at the then prevailing pay band at the expiration of the leave of absence.

16.11 Military Leave

An employee may be granted leave of absence without pay, during the period that, as a member of the Reserve, the employee is required to be absent from their position for annual training, attending essential service parades, on duty necessitated by the declaration of a disaster pursuant to Section 34 of the *National Defence Act*, on duty with their unit to combat a local emergency such as flood or fire when a disaster has not been declared, on duty or reserve training pursuant to Section 33 of the *National Defence Act*, or for taking a prescribed course for the purpose of qualifying for a higher rank.

Length of service continues to accrue during absences of up to twelve (12) months on military leave.

An employee may continue group benefits coverage for up to twelve (12) months while on military leave provided the employee pays their share of contributions; the Employer shall continue to pay its share of contributions. The

employee shall be restored to their former position at the then prevailing rate of pay at the expiration of leave.

16.12 Family Related Leave

The Employer shall grant up to five (5) days family related leave with pay in a fiscal year to full time employees and part 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 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 or adoption of the employee's child. This leave may be divided into two (2) separate periods and granted on separate days.
- d. To attend school functions if the supervisor was notified of the function as far in advance as possible.
- e. To provide for the employees' child in the case of an unforeseeable closure of the school or daycare facility.

- f. 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.
- g. For urgent situations not attributable to the employee.
- h. To attend house hunting related to relocation/posting/transfer to another geographical location.
- i. Employees will be able to use one family related leave day as personal emergency leave.
- j. The total leave with pay, which may be granted under sub-Articles (a), (b), (c), (d), (e), (f), (g), (h), (i) and (j) above shall not exceed five (5) working days in any fiscal year. Entitlement for part-time employees shall be pro-rated in accordance with Article 3.04.

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

At the Employee's option, leave for family related responsibilities may now be taken in half ($\frac{1}{2}$) day increments.

- 16.13 Seniority shall continue to accumulate during any period of leave identified in this Article 16.

16.14 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 them with their transition to another NPF position at their new location without a break in service, provided that they meet the following eligibility requirements:

- a. When possible, the employee shall 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 the employee is voluntarily giving up rights to their 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 they are not successful in obtaining another NPF position during their leave;
- d. The employee must ensure their previous location has their current contact information; and the employee must provide proof of spouse's relocation/ posting/ transfer.

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

16.15 Compassionate Care Leave

Providing that the employee has provided confirmation that they have applied and are eligible to receive Employment Insurance Compassionate Care benefits, a full-time or part-time employee shall be eligible to receive up to six (6) months Compassionate Care Leave without pay. If an employee elects to keep their pension or insured benefits while on Compassionate Care Leave without pay and pays their portion of the pension contributions and/or benefits premiums, the Employer will continue to pay its portion of the pension contributions and/or benefits premiums.

16.16 Paid Personal Leave

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

16.17 Leave for Pregnant Employees

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

16.18 Domestic Violence Leave

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

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

This leave will not exceed five (5) paid shifts in any fiscal year, at times convenient to the employee.

The Employer may, through its local Human Resources manager, in writing, and no later than fifteen (15) days after

the employee's return to work, request that the employee provide documentation in support of the leave. The employee must provide this documentation only if it is reasonably possible for them to obtain it and provide it.

The 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.

ARTICLE 17: GRIEVANCE PROCEDURES

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

17.02 The grievance procedure includes an informal or oral complaint stage for employees. Managers are available for private consultations with an employee who wishes to

discuss a complaint or grievance. Before a formal grievance is presented, the employee is encouraged to discuss it as an oral complaint with the Manager concerned, either privately or, in the presence of their full-time Union Representative or Union 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's bulletin board. The final level shall be the Employer's 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 their employment other than a matter arising from the classification process, is entitled to present a grievance in the manner prescribed in Article 17.10 except that,
- a. where there is another administrative procedure provided by or under any Act of Parliament other than the *Canadian Human Rights Act* to deal with their specific complaint, such procedure must be followed; and

b. where the grievance relates to the interpretation or application of this Collective Agreement or arbitral award, the employee is not entitled to present the grievance unless they have the approval of and is represented by the Union.

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

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

17.07 An employee, or the Union on behalf of a group of employees, when submitting a grievance at any level, shall use the NPF Grievance Presentation Form. However, a grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the NPF form or by reason of any technical irregularity. The form is obtainable from the Non-Public Funds Human Resources Office.

- 17.08 An employee has the right to be represented by their full-time Union Representative or Union 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 Union Steward shall have the right to consult with the person designated to reply on the Employer's behalf at any level in the grievance procedure. At levels other than the final level, the request for consultation may be made orally.
- 17.10 An employee or the Union on behalf of a group of employees wishing to present a grievance shall do so:
- a. at the first level of the grievance procedure where the grievance does not relate to disciplinary action resulting in the discharge of the employee; and
 - b. at the final level of the grievance procedure where the grievance relates to disciplinary action resulting in the discharge of the employee.

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

17.11 An individual grievance, or a group grievance shall be presented by an employee:

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

after the day on which the employee/group of employees is notified orally or in writing, or where the employee/group of employees is not so notified, after the day on which the employee/group of employees became aware of the action or circumstances giving rise to the grievance.

17.12 When an employee, or the Union on behalf of the employees is not willing to accept the response to a grievance submitted to the first or second level and wishes to submit the grievance to the final level, this must be done within ten (10) days after the date on which the response was conveyed to the employee or the Union on behalf of a group of employees in writing by the Employer.

17.13 When an employee or the Union on behalf of a group of employees does not receive a response to the grievance within fifteen (15) days, the employee or the Union on behalf of a group of employees is entitled to submit the grievance to the next higher level.

17.14 The Employer shall normally reply to an employee's/group of employees' grievance at the first or second level of the

grievance process within fifteen (15) days after the grievance is presented, and within twenty-five (25) days where the grievance is presented at the final level.

- 17.15 The time limits stipulated in the grievance procedure may be extended by mutual agreement between the Employer, the grievor, and the full-time Union Representative or Union 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 an including the final level with respect to disciplinary action resulting in discharge, suspension or a financial penalty, and the grievance has not been dealt with to the employee's/group of employees' satisfaction, they may refer 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 a provision of a Collective Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Union for the Bargaining Unit to which the Collective Agreement or arbitral award applied, signifies in a prescribed manner:

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

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

ARTICLE 18: PAY

18.01 An employee shall be paid for services rendered at a rate of pay specified in Appendix A for their job title in accordance with the time limits outlined in the rate of pay scale and in accordance with the following:

- a. Employees accepting a position within the Bargaining Unit who have previous continuous service with the Employer will be placed at the increment of the wage

grid commensurate with their length of service with the Employer;

- b. Employees accepting a position within the Bargaining Unit who have previous, but discontinuous service within five (5) years of the commencement date of their position within the Bargaining Unit will have fifty percent (50%) of that service credited towards their length of service for the purpose of placement on the wage grid.
- c. Employees within the bargaining unit, on promotion to a higher pay level or conversion from part-time to full-time, shall be paid in accordance with the employee's length of continuous service with the Employer (whether that service be it at CFB Borden or elsewhere).

18.02

- a. When an employee is given an acting appointment in writing by the Employer to a CAT I position in a higher classification within the Bargaining Unit, the employee shall remain a member of the Bargaining Unit and their status and terms and conditions of employment, excluding the employees pay, shall remain unchanged. For the period of the acting appointment, the employee shall be paid a rate of pay in the pay level of the acting position that results in a pay increase of at least ten percent (10%), or at the last step of that pay level if this results in a pay increase of less than ten percent (10%).
- b. When an employee is given an acting appointment in writing by the Employer to a CAT I position in a higher classification outside the Bargaining Unit, for less

than thirty (30) consecutive days, the employee shall remain a member of the Bargaining Unit and their status and terms and conditions of employment, excluding their pay, shall remain unchanged. For the period of the acting appointment, the employee shall be paid a rate of pay in the pay level of the acting position that results in a pay increase of at least ten percent (10%), or at the last step of that pay level if this results in a pay increase of less than ten percent (10%).

- c. When an employee is given an acting appointment in writing by the Employer to a CAT I position in a higher classification outside the Bargaining Unit, for thirty (30) or more consecutive days, for the period of the acting appointment the employee will cease to be a member of the Bargaining Unit and their status and terms and conditions of employment shall be those of the acting position. For the period of the acting appointment, the employee shall be paid a rate of pay in the pay level of the acting position that results in a pay increase of at least ten percent (10%), or at the last step of that pay level if this results in a pay increase of less than ten percent (10%).
- d. When an employee is given an acting appointment in writing by the Employer to a CAT II position for less than thirty (30) consecutive days, the employee shall remain a member of the Bargaining Unit and their status and terms and conditions of employment, excluding their pay, shall remain unchanged. For the period of the acting appointment, the employee shall be paid the greater of either the salary range minimum of the CAT II

position or their substantive salary plus five percent (5%) of the salary range maximum of the CAT II position, without exceeding the salary range maximum.

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

18.03 Payments provided under the provisions of Articles 12 (overtime), 14 (designated holidays) and 11 (hours of work, call-in, and reporting pay) 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.

18.04 Employees shall be paid bi-weekly by direct deposit which shall be received by Thursday of each pay week. The Employer shall make provisions for employees to receive electronic copies of their bi-weekly pay stubs. At the request of an employee, the Employer shall provide a hard

copy of the employee's pay stub to such employee at their place of employment as covered by this Agreement.

ARTICLE 19: CONSULTATION

- 19.01 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.
- 19.02 It is agreed that the following matters will be the subjects of consultation at the National level:
- a. Group Life Insurance
 - b. Optional Life Insurance
 - c. Group Health Insurance
 - d. Long Term Disability Insurance
 - e. Group Pension
 - f. Dental Insurance
- 19.03 The Employer agrees that the benefits plans listed in Article 19.02 will not be reduced as a result of the signing of this Collective Agreement.

ARTICLE 20: EMPLOYEE FILES

- 20.01 A written copy of all disciplinary actions taken by the Employer regarding the conduct of an employee, which becomes part of an employee's permanent record, will be given to the employee concerned. A Union Steward will be

present at disciplinary hearings unless the employee requests that they do not attend.

- 20.02 Notice of disciplinary action which may have been placed on the personnel file of an employee, other than disciplinary action taken to address one or more incidents of harassment, shall be destroyed after eighteen (18) months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. A document or written statement related to disciplinary action taken to address one or more incidents of harassment will stay in an employee's file for twenty-four (24) months.
- 20.03 Since annual performance evaluation reports are not disciplinary documents, they are exempt from the provisions of this Article. A copy of the annual performance evaluation report shall be supplied to all employees, upon request.
- 20.04 A detailed job description shall be supplied to all employees at time of hire. All employees shall also be provided with a training plan in writing at the time of hire.
- 20.05 Upon written request submitted twenty-four (24) hours in advance to Non-Public Funds Personnel, an employee will have visual access to their own personal file. Access to an employee's personal file will be limited to three (3) times each year.

20.06 Failing to Report to Work

An employee who fails to report for duty for three (3) 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 circumstances for not informing the Employer.

ARTICLE 21: CREATION OF A NEW JOB

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

ARTICLE 22: BULLETIN BOARDS

22.01 The Employer agrees to provide bulletin boards at a place accessible to the employees for the use of the Union to post notices of interest to its members.

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

ARTICLE 23: REST ROOMS

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

ARTICLE 24: UNIFORMS

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

24.02 An annual allowance of one hundred and eighty-five (\$185) dollars shall be provided to those employees who are required to wear safety footwear under the provisions of Part II of the *Canada Labour Code* as may be amended from time to time. This allowance shall be paid no more frequently than once a fiscal year on presentation of a sales receipt.

Employees who work outside both summer and winter per fiscal year will receive an additional one hundred and eighty-five (\$185) dollars on presentation of a sales receipt.

In the case where the employee has not used their annual allowance of one hundred and eighty-five (\$185), the allowance can only be carried over to the following year, to a maximum of three hundred and seventy dollars (\$370).

ARTICLE 25: MEETINGS

25.01 Members of the Bargaining Unit who attend meetings called by the Employer shall be paid for all such time at their regular rate of pay. It is understood that the provision of Article 11.12 does not apply to this Article.

ARTICLE 26: SHORTAGES

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

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

ARTICLE 27: GENERAL

27.01 Negotiations

- a. It is agreed and understood that the Employer and the Union will incur the cost of production and distribution of the Collective Agreement on an alternating basis. The production of this Agreement will be the responsibility of the Union.
- b. The Employer shall pay fifty percent of the cost of the meeting rooms for all negotiations.

27.02 Training

Where the Employer requires employees to attend training that the Employer deems necessary for the performance of the employee's job, the Employer shall pay for the cost of such training.

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

- a. The fee of the course paid for;
- b. Time spent at the course shall be paid for at the rates and conditions provided under this Agreement as though such employee was at work. All training hours spent shall be paid at the regular rate.
- c. If the course requires travel, the employee will be reimbursed for travel expenses in accordance with the NPP Travel Directive (excluding Deployment Training).

27.03 Subject to prior approval, an employee shall be reimbursed at the high rate of mileage allowance according to the Treasury Board commuting allowance when required to use their own vehicle.

ARTICLE 28: SEVERANCE PAY

28.01 Employees whose employment is terminated by the Employer for administrative reasons beyond the control of the employee are entitled to severance pay and notice or pay in lieu of notice. Factors considered beyond employee control are:

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

28.02 The severance pay entitlement for employees 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 service, up to a maximum of twenty-eight (28) weeks.

28.03 Notice or pay entitlement in lieu of notice shall be as follows:

- a. Probationary and part-time employees - 2 weeks; and
- b. Full-time employee - 1 month.

28.04 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 a severance allowance equivalent to half (0.5) a week's average weekly pay for each completed year of continuous service to a maximum of fifteen (15) week's pay.

28.05 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.

28.06 In the case of death, the severance allowance shall be payable to the employee's estate.

ARTICLE 29: DURATION OF AGREEMENT

29.01 This Agreement shall be in force and effect from August 2nd, 2023 to August 1st, 2026, and in accordance with the provisions of the *Federal Public Sector Labour Relations Act*.

29.02 Either party may give the other party notice of renewal and/or amendment of this Collective Agreement at any time within ninety (90) days prior to the expiry of this Collective Agreement. The parties shall endeavour to meet within fifteen (15) days of such notice being received.

29.03 When possible, the Parties agree to sign the Collective Agreement within thirty (30) days of ratification by the Union.

Signed this 31 day of August, 2023

United Food & Commercial Workers
Canada, Local 175/633

Cara Scott-McCron

Cara Scott-McCron

J

Jacqueline Cusmano

R

Ricardo Bocanegra

Staff of the Non-Public
Funds, Canadian Forces

Kassandra Shushack

Kassandra Shushack

I

Ian Poulter

APPENDIX A - CFB BORDEN RATES OF PAY

CURRENT GRID **updated in April 2022 due to Federal Minimum Wage increase.*

2-Aug-22	START	END PROB	12 MOS	18 MOS	24 MOS	36 MOS
1	\$16.65	\$16.65	\$16.65	\$16.65	\$16.77	\$17.80
2	\$16.65	\$16.65	\$16.65	\$16.65	\$16.88	\$18.13
3	\$16.65	\$16.65	\$16.65	\$16.74	\$17.41	\$19.60
4	\$16.65	\$16.65	\$17.07	\$17.84	\$19.50	\$21.87
5	\$17.65	\$18.26	\$19.04	\$19.84	\$21.64	\$24.00
6	\$19.54	\$20.41	\$21.77	\$22.86	\$25.02	\$27.46
7	\$22.68	\$23.48	\$24.57	\$25.44	\$28.19	\$30.26
8	\$24.87	\$25.38	\$26.12	\$26.47	\$28.20	\$31.13

1ST YEAR

2- Aug- 23	START	END PROB	12 MOS	18 MOS	24 MOS	36 MOS
1	\$17.15	\$17.41	\$17.66	\$17.92	\$18.14	\$18.79
2	\$17.32	\$17.58	\$17.84	\$18.10	\$18.26	\$19.14
3	\$17.49	\$17.76	\$18.02	\$18.28	\$18.54	\$20.69
4	\$17.80	\$18.07	\$18.33	\$18.83	\$20.59	\$23.09
5	\$18.63	\$19.28	\$20.10	\$20.95	\$22.85	\$25.34
6	\$20.63	\$21.55	\$22.98	\$24.13	\$26.41	\$28.99
7	\$23.94	\$24.79	\$25.94	\$26.86	\$29.76	\$31.95
8	\$26.26	\$26.79	\$27.58	\$27.95	\$30.00	\$32.87

2ND YEAR

2- Aug- 24	START	END PROB	12 MOS	18 MOS	24 MOS	36 MOS
1	\$17.49	\$17.75	\$18.02	\$18.28	\$18.50	\$19.17
2	\$17.67	\$17.93	\$18.20	\$18.46	\$18.63	\$19.52
3	\$17.84	\$18.11	\$18.38	\$18.65	\$18.91	\$21.11
4	\$18.16	\$18.43	\$18.70	\$19.21	\$21.00	\$23.55
5	\$19.01	\$19.66	\$20.50	\$21.37	\$23.30	\$25.84
6	\$21.04	\$21.98	\$23.44	\$24.62	\$26.94	\$29.57
7	\$24.42	\$25.28	\$26.46	\$27.40	\$30.36	\$32.59
8	\$26.78	\$27.33	\$28.13	\$28.50	\$30.60	\$33.52

3RD YEAR

2- Aug- 25	START	END PROB	12 MOS	18 MOS	24 MOS	36 MOS
1	\$17.84	\$18.11	\$18.38	\$18.65	\$18.87	\$19.55
2	\$18.02	\$18.29	\$18.56	\$18.83	\$19.00	\$19.91
3	\$18.20	\$18.47	\$18.75	\$19.02	\$19.29	\$21.53
4	\$18.52	\$18.80	\$19.07	\$19.60	\$21.42	\$24.02
5	\$19.39	\$20.06	\$20.91	\$21.79	\$23.77	\$26.36
6	\$21.46	\$22.42	\$23.91	\$25.11	\$27.48	\$30.16
7	\$24.91	\$25.79	\$26.99	\$27.94	\$30.96	\$33.24
8	\$27.32	\$27.88	\$28.69	\$29.07	\$31.21	\$34.19

APPENDIX B - Pay Notes CFB Borden

a. Subject to ratification by the Union and the Employer, effective 2 August 2023 the attached pay grid will be put into effect. Employees actively on staff 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. Retroactive Pay

Effective 2 August, 2023, the appropriate pay grid outlined at Appendix A will be put into effect. All employees in the Bargaining Unit who are employed with the Employer on the date of ratification of this Agreement and all former employees who ceased working for the Employer after 1 August, 2022, due to the posting of a military family member to another military facility shall receive full retroactive pay to 2 August, 2023, for all hours worked and/or paid. Retroactive pay shall be paid to each such employee within forty-five (45) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each such employee by way of separate direct bank deposit from their normal earnings.

- c. Effective 2 August 2024 and subject to the above ratification, the attached pay grid shall be put into effect.
- d. Effective 2 August 2025 and subject to ratification, the attached pay grid will be put into effect.
- 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. New employees will normally be hired at the start rate of their pay band. However, in exceptional circumstances (e.g., difficulty hiring, hiring someone with previous comparable service, etc.), the Employer can hire new employees at a rate of pay that is above the start rate. In such cases, the Employer will inform the Union of the exceptional circumstance in writing. When an employee is hired above the start rate, their anniversary date for future incremental increases will be based upon their placement at the time of hire (i.e., an employee hired at the 12-month rate will be placed at the 24 months rate a year from their date of hire).

- 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 1 August 2026.

Minimum Wage Adjustment

In the event that the Provincial and/or Federal minimum wage increases during the life of the Agreement, the following shall apply:

- a. If the minimum wage increases on the same date a negotiated grid comes into effect, that grid will remain the grid in effect on that date, however rates of pay will be set at the higher rate between the negotiated rate and the rate determined by the minimum wage adjustment grid formula below.

- b. If the minimum wage increases on a date that is not aligned to the implementation of a negotiated grid, the next negotiated grid will be put into effect on the day that the minimum wage increases. However, the rates of pay will be set at the higher rate between the negotiated rate and the rate determined by the minimum wage adjustment grid formula below.

- c. If the minimum wage increases after the last grid of the Agreement has been implemented, the rates of pay will be initially set at the higher between the current rates of pay and the rates determined by the minimum wage

adjustment grid below. In that event, the next negotiated grid, will be put into effect on the day that the minimum wage increased. However, only employees actively employed on the day of the wage increase shall be entitled to the retroactive wage adjustment.

Effective Date of minimum wage increase	START RATE	END PROBATION	12 MONTH RATE	18 MONTH RATE	24 MONTH RATE	36 MONTH RATE
Pay Band 1	Minimum Wage	Pay Band 1 Start Rate +1.5%	Pay Band 1 Start Rate +3%	Pay Band 1 Start Rate +4.5%	Pay Band 1 Start Rate +6%	Pay Band 1 Start Rate +9%
Pay Band 2	Pay Band 1 Start Rate +1%	Pay Band 2 Start Rate +1.5%	Pay Band 2 Start Rate +3%	Pay Band 2 Start Rate +4.5%	Pay Band 2 Start Rate +6%	Pay Band 2 Start Rate +9%
Pay Band 3	Pay Band 2 Start Rate +1%	Pay Band 3 Start Rate +1.5%	Pay Band 3 Start Rate +3%	Pay Band 3 Start Rate +4.5%	Pay Band 3 Start Rate +6%	Pay Band 3 Start Rate +9%
Pay Band 4	Pay Band 3 Start	Pay Band 3 2-	Pay Band 3 12-	Pay Band 3 18-	Pay Band 3 24-	Pay Band 3 36-

	Rate +1%	month rate +1%	month rate+1 %	month rate +1%	month rate +1%	month rate +1%
Pay Band 5	Pay Band 4 Start Rate +1%	Pay Band 4 2- month rate +1%	Pay Band 4 12- month rate +1%	Pay Band 4 18- month rate +1%	Pay Band 4 24- month rate +1%	Pay Band 4 36- month rate +1%
Pay Band 6	Pay Band 5 Start Rate + 1%	Pay Band 5 2M + 1%	Pay Band 5 12M+1 %	Pay Band 5 18M+1 %	Pay Band 5 24M+1 %	Pay Band 5 24M+1 %
Pay Band 7	Pay Band 6 Start Rate + 1%	Pay Band 6 2M + 1%	Pay Band 6 12M+1 %	Pay Band 6 18M+1 %	Pay Band 6 24M+1 %	Pay Band 6 36M+1 %

Letter of Understanding One – Personal Appointments

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

Letter of Understanding Two – Review of Bargaining Unit 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 every two (2) years.

Letter of Understanding Three - Statutory Holidays

On Christmas Eve and New Year's Eve, work performed after 1800 hours will be considered overtime.

Letter of Understanding Four - Education and Training Trust Fund Contributions

The Employer shall contribute Six Hundred Dollars (\$600.00) within two (2) weeks of ratification, a further Six Hundred Dollars (\$600.00) on August 2nd, 2023, a further Six Hundred Dollars (\$600.00) on August 2nd, 2024, and a further Six Hundred Dollars (\$600.00) on August 2nd, 2025, to the Union's Education and Training Trust Fund.

Letter of Understanding Five – Displacement of Employees

The Employer, CFB Borden has no plans to militarize, concession, sub-contract or close any NPF outlets or NPF positions.

Should this become necessary during the term of this Agreement and such changes result in the displacement of employees, the Employer agrees to meet with the Union to discuss the possibilities of alternate employment. This meeting will take place prior to any displacement of employees taking place.

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

Should it become necessary to close an outlet for more than five (5) days the Employer agrees to provide the Union with as much advance notice as possible prior to the closure.

Letter of Understanding Six – Competition Board

The Employer agrees that when a competition is held regarding an open position, the unit manager where the position is to be filled shall where possible be a member of the competition board.

Letter of Understanding Seven – Additional Hours

Employees in the Bargaining Unit who request additional hours shall be offered any available additional hours within their job titles, in their outlet based on their seniority, provided that they have the experience, ability, skill and fitness to do the job required, and provided the additional hours do not result in overtime and do not conflict with existing schedules and the existing hours do not result in the change of status of an employee.

The underlying purpose of this is to eliminate the employment of casual employees and to regulate the assignment of the hours so displaced to bargaining unit employees. An additional purpose is to regulate the assignment of hours due to planned absences of employees (i.e. vacation, leave without pay, pregnancy leave, sickness, injury and long-term disability).

The term "available additional hours" means hours currently scheduled to be worked on a regular and recurring basis by casual employees, or hours which become available due to scheduled absences of Bargaining Unit employees.

In order to implement this, the Base will post a notice for a period of five (5) working days once every four (4) months, advising all Bargaining Unit employees of the following:

- a. the daily blocks of hours currently worked by casual employees which will become available to Bargaining Unit employees;
- b. that the hours may be claimed, in order of seniority, with full-time employees taking precedence over part-time employees;

- c. that the hours claimed must be in the same outlet in which the employee currently works and of the same job title;
- d. that the hours claimed to not result in overtime;
- e. that the additional hours do not result in a change in status from part-time to full-time;
- f. that a full-time employee comply with Article 11.07 should a split shift result from claiming the additional hours; and
- g. that any other provision of the Collective Agreement be complied with.

Employees will also be informed that they must indicate, in writing, that they wish to be offered available additional hours due to scheduled absences of employees. The conditions for offering the hours will be in accordance with sub-paragraphs b, c, d, e, f, and g above.

Letter of Understanding Eight – Meeting Room

The Employer agrees to provide a room for the use of the Union subject to availability and provided that the Union so requests 24 hours in advance through the Human Resources Manager.

The Union agrees to be responsible for leaving facilities in good order after use.

Letter of Understanding Nine - Bargaining Unit Work

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

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

Letter of Understanding Ten – Rain Gear

The Employer undertakes to, at its own expense, make raingear available at the golf course for use by employees working outside on a regular basis

Letter of Understanding Eleven – Buell Fitness and Aquatics Centre Hours of Work

- a. Notwithstanding the provisions of Article 11.01, an employee at the Buell Fitness and Aquatics Centre may request with two (2) weeks' written notice, an alternate scheduling arrangement, provided that over a fourteen (14) day calendar period, which is to coincide with the pay period, the employee's total hours of work equal their normal hours of work, as outlined in Article 11.01 and as required for their position over a two-week period (for e.g., 80 hours).
- b. Subject to operational requirements, the Employer in its sole discretion may approve the employee's request upon such terms and conditions as it deems reasonable. In such circumstances, the employee will not be entitled to overtime pay unless their actual hours of work over a fourteen-day period exceed their normal hours of work as stipulated in Article 11.01 for a two-week period (for e.g., 80 hours).
- c. Also in such circumstances, when calculating entitlements for a designated holiday as stipulated in Article 14 and any applicable paid leave (for e.g., vacation, sick, bereavement and family related leave) as stipulated in Article 15 and 16, the employee's daily hours of work shall be deemed to be the employee's daily average hours over the appropriate fourteen day period (for e.g. 8 hours per day) as opposed to the number of hours they were scheduled to work on the actual day of leave/holiday.

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

The Parties agree to the following:

Effective 1 April 2012 and subject to the provisions of this letter of understanding, any employee within the bargaining unit who has qualifying prior service in the Canadian Forces will have this service included in the calculation of their vacation entitlement outlined in the employee's collective agreement.

1. For the purposes of this letter of understanding, qualifying prior Canadian 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 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.
2. In order to be eligible for the inclusion of qualifying prior Canadian Forces service credit in the calculation of the employee's 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 :

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

3. For the purpose of including any qualifying prior Canadian Forces service in the calculation of the employee's vacation entitlement:
 - a. Any employee who provides the acceptable record of their qualifying prior Canadian Forces service to the Employer prior to 1 January 2013 will have any qualifying prior Canadian Forces service count retroactively from either, 1 April 2012 or the employee's start date as a full-time/part-time employee, whichever occurs later.
 - b. Any employee who provides the acceptable record of their qualifying prior Canadian Forces service to the Employer on or after 1 January 2013 will have any qualifying prior Canadian Forces service count from either, the first day of the vacation year in which the acceptable record was provided or their start date as a full-time/part-time employee, whichever occurs later.

Letter of Understanding Thirteen – Temporary Employees

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

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

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

4. If a temporary employee is hired for project work and the term of their temporary employment is extended such that they are engaged for a continuous period of twelve (12) or more months, the employee shall automatically become an indeterminate employee with all appropriate rights and entitlements. The parties agree that in the event that project work for a particular position becomes reoccurring, the position created to perform the project work shall become indeterminate and shall be filled in accordance with the staffing provisions of the Collective Agreement. For the purposes of this paragraph, reoccurring shall be defined as a position being staffed for similar Terms multiple times for the same project work for three (3) consecutive years.

4. If the Employer is required to end the Term of the temporary employee's employment earlier than the end date set out in their letter of offer, the Employer shall provide the employee, the lesser of:
 - a. compensation equal to the remainder of the term of the employee's temporary employment; or
 - b. formal notice or payment-in-lieu of notice equal to the notice period outlined in the Collective Agreement.

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

6. At the end of the Term of the temporary employee's employment, the temporary employee's employment shall end and they shall not be entitled to notice, payment-in-lieu of notice or severance pay. The Employer shall notify the Union that the temporary employment has come to an end.
7. Notwithstanding the preceding, if the temporary employee applies for a job within the Bargaining Unit within twelve (12) months of the date their temporary employment ended, they shall be considered an employee within the Bargaining Unit during the staffing process with the amount of seniority they had as of their last day of their temporary employment. Further, if the employee is rehired by the Employer in a job with the same job title and classification level within the Bargaining Unit within twelve (12) months of the date the employee's temporary employment ended, the employee's previous seniority shall be reinstated and their rate of pay at the time of rehire shall take into consideration their previous temporary employment.
8. Current temporary employees who were not hired for the reasons outlined in paragraph 1 shall be reclassified as indeterminate employees and shall have all rights under the Collective Agreement.

Letter of Understanding Fourteen – Multiple Employment

1. With the approval of the managers of the applicable outlets and subject to the conditions of the Letter of Understanding, interested and qualified employees within the Bargaining Unit can engage in multiple employment by working additional hours in a specialty position (which includes non-unionized part time positions or casual positions) different from their substantive position.
2. The parties agree that the purpose of this LOU is to allow employees the ability to work additional hours for the Employer without affecting their status, benefits or entitlements. The following are the terms and conditions relating to multiple employment:
 - a. The employee's status shall remain that of the employee's substantive (primary position) and the hours worked in the second position will not be included in the determination of the employee's status.
 - b. The employee will have no seniority in the second position nor will the time worked in the second position be used to calculate the employee's seniority within the Bargaining Unit or the applicable outlet(s).
 - c. There must not be a conflict between the work schedules of the employee's substantive position and the employee's second position.
 - d. While working in the substantive position, the employee shall be paid the rate of pay relating to their

substantive position. While working in the second position, the employee shall be paid the rate of pay associated with the second position.

- e. The compensation received while working in the second position will not be subject to union dues, as applicable. However, the hours and compensation from the second position will be excluded from the calculation of the employee's pensionable earnings or pensionable service, the determination of the employee's insured benefits (for e.g. Group Life Insurance or LTD coverage), and the determination of the employee's other benefits or entitlements (including but not limited to designated holiday pay, or the accrual of annual leave). Further, the hours worked in the second position will not be considered overtime hours and will be excluded from the calculation of the employee's weekly hours of work/normal hours of work and in the determination of the employee's entitlement to overtime pay. The employee is not entitled to take paid leave from the second position.

- f. The employee may not receive two types of pay for the same hours of work (for e.g., the employee cannot receive paid time off from their substantive position for hours worked in the employee's second position). Further, the employee may not perform work in the second position while on sick leave (whether paid or unpaid) from the substantive position.

- g. In the event the employee is subject to any disciplinary action resulting from misconduct while in either position, subject to the provisions of Article 20 of the Collective Agreement, such measures will apply to both the employee's substantive and second position and will be taken into consideration when determining any future disciplinary action relating to either the employee's substantive or second position. Further, in the event that the employee is discharged from employment for misconduct, such discharge will apply to both the employee's substantive and second position. Issues related to job performance (such as competency) in the second position shall in no way impact the employee's status or record in their substantive employment. Disciplinary action, as well as potential violations of applicable federal statutes and regulations, is subject to the grievance and adjudication process, as set out in the Collective Agreement and the *Federal Public Sector Labour Relations Act*.
- h. The Employer will on a quarterly basis provide to the Union a report outlining the usage of both unionized and non-unionized workers in these multiple employment positions.

Letter of Understanding Fifteen – Implementation of training plan

The Employer will have six (6) months to implement the amendment of Article 20.04 that stipulates, “All employees shall also be provided with a training plan in writing at the time of hire”.

LETTER OF AGREEMENT

Between:

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

And

UNITED FOOD AND COMMERCIAL WORKERS UNION
CANADA,
LOCAL 175

Re: Signing of Letters of Understanding numbers One (1)
Through Fifteen (15)

The parties agree that by signing this Letter of Agreement that they are signing and agreeing to the following Letters of Understanding being part of the Collective Agreement between, His Majesty in Right of Canada as represented by the Staff of the Non-Public Funds, Canadian Forces and United Food and Commercial Workers' Canada, Local 175 and are attached herein.

Letter of Understanding One – Personal Appointments

Letter of Understanding Two – Review of Bargaining Unit Job Descriptions

Letter of Understanding Three - Statutory Holidays

Letter of Understanding Four - Education and Training Trust Fund Contributions

Letter of Understanding Five – Displacement of Employees

Letter of Understanding Six – Competition Board

Letter of Understanding Seven – Additional Hours

Letter of Understanding Eight – Meeting Room

Letter of Understanding Nine - Bargaining Unit Work

Letter of Understanding Ten – Raingear

Letter of Understanding Eleven – Buell Fitness and Aquatics
Centre Hours of Work

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

Letter of Understanding Thirteen – Temporary Employees

Letter of Understanding Fourteen – Multiple Employment

Letter of Understanding Fifteen – Implementation of training plan

These Letters are all signed by both parties in accordance with
this Letter.

Signed this 31 day of August, 2023

United Food & Commercial Workers
Canada, Local 175/633

Staff of the Non-Public
Funds, Canadian Forces



Cara Scott-McCron



Kassandra Shushack



Jacqueline Cusmano



Ian Poulter



Ricardo Bocanegra