



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**

TERM

JANUARY 1, 2023 TO DECEMBER 31, 2025

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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 Company, the Bargaining Agent and the employees and to set forth herein the terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02 The parties to this Agreement share a desire to improve and to promote the well-being of the employees.

ARTICLE 2: RECOGNITION

- 2.01 The Company recognizes the United Food and Commercial Workers, Canada, Local 175, certified by the Public Service Staff Labour Relations Board on 8 March 1985, as exclusive Bargaining Agent for all employees of the Company in the Operational Category employed at 8 Wing CFB Trenton 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 the 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 the probationary period and is normally employed on a continuing basis but works less than twenty-seven (27) hours per week and thirteen and one third (13 1/3) hours or more per week.
 - (c) Probationary Employee means a new employee who is carrying out the tasks of a full-time or part-time employee but has not been granted full-time or part-time status. The probationary period 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 Company and the Bargaining Agent may agree to extend the probationary period.

- (d). Term Employee means an employee who is carrying out the tasks of a full-time or part-time employee but who is hired on a temporary basis for a term of at least three (3) months or more for the purpose of:
 - (i) replacement of permanent employees who are on leave with or without pay, or,
 - (ii) short-term assignments, or,
 - (iii) non-recurring work.

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 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 the part-time employee will become a full-time employee and the seniority as a full-time employee will date back to their first day so employed. In the case of maternity leave, the six (6) month limit would be extended as required to accommodate the employee on maternity leave.

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, as it relates to the number of hours in the normal work week.

ARTICLE 4: STATE SECURITY

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

ARTICLE 5: MANAGERIAL RIGHTS

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

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

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

5.02 New NPF employees may be released during their probationary period for cause. The employee shall have access to the second 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 to the applicable law.

ARTICLE 7: CHECK-OFF

7.01 Subject to the provisions of this Article, the Company will, as a condition of employment, deduct an amount equal to the 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 Company 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 weekly period will start with the first full bi-weekly payroll period of employment to the extent that earnings are available.

- 7.03 The Company agrees to remit dues together with a list of employees from whom deductions have been made to the Union at its mailing address or email address by the fifteenth (15th) day following the end of the previous month's payroll, except for mail strikes or other circumstances beyond the Company's control. The employee list will contain the employee's full name, employee number, job title, and date of hire and employment status. The list will also advise the Bargaining Agent of all employee terminations and the effective date.
- 7.04 The total Union dues deducted will appear on the T4 forms.
- 7.05 The Bargaining Agent agrees to indemnify and save the Company 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 Company limited to the amount actually involved in the error.
- 7.06 In addition to the information detailed in Article 7.03 the Company shall also provide a remittance statement on the 31st of January each year that shall be documented by location containing a dues and initiation report which shall be provided in the form of an email, (remit@ufcw175.com), as well as a hard copy of the dues report being provided. The information provided shall be on a standard "Excel" spreadsheet.

The spreadsheet shall contain the following:

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. Total dues deducted
 12. Back dues owing
 13. Initiation fees deducted
 14. Total initiation fees deducted
 15. Employee's email address,(if provided by the employee)
 16. Date of Birth (where authorized by the employee)
- 7.07 The Company agrees to provide new employees whose positions fall within the Bargaining Unit with a copy of the Union's membership application form and

new employees will be given electronic access to the collective agreement. Upon request, paper copies shall be provided.

- 7.08 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. Such orientation meeting shall be without the Company present.

ARTICLE 8: APPOINTMENT OF STEWARDS

- 8.01 The Company acknowledges the right of the Bargaining Agent to appoint employees as Stewards and Alternate Stewards. The Bargaining Agent agrees to exclude employees who are serving members of the Canadian Armed Forces and subject to the National Defence Act, Code of Service Discipline from any/all Union offices. The number of Stewards shall be limited to two (2) (one primary, and one alternate) per outlet.
- 8.02 The Company and the Bargaining Agent shall determine the jurisdiction of each Steward, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure.
- 8.03 The Union shall notify the Company within fourteen (14) calendar days and in writing, with the names and jurisdictions of its Union Representatives whenever changes are made. Similarly, the Company will supply the Union with the name(s) of its Union contact representative(s).
- 8.04 The Company shall grant leave without pay for up to three (3) employees of the Unions choosing to attend contract negotiations on the Union's behalf.

ARTICLE 9: LEAVE FOR STEWARDS & ACCESS TO PREMISES

- 9.01 The Union shall notify the Employer promptly, within fourteen (14) calendar days in writing of the name and positions of officials, whenever changes are made.
- 9.02 A Steward shall obtain the permission of their manager before leaving work to investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the Steward shall report back to their manager before resuming their normal duties.

- 9.03 A Steward will not receive pay for the time spent investigating complaints during their regular scheduled time off.
- 9.04 The Company agrees that business agents of the Bargaining Agent will be granted access to the Company's premises upon request and following the consent of the Company. Such request shall be made forty-eight (48) hours in advance to the Company. 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.
- 9.05 The Bargaining Agent may, subject to availability, be permitted to utilize the Company premises and facilities to conduct meeting of the employees provided:
- (a) The meeting is attended by employees outside their working hours; and
 - (b) The Company is advised within fifteen (15) calendar days prior to the meeting date.

The Bargaining Agent shall ensure the orderly proper conduct of its members who attend such meetings on the Company's premises and agrees to be responsible for leaving facilities in good order after use.

ARTICLE 10: HEALTH AND SAFETY

- 10.01 The Company agrees to maintain reasonable provisions for the safety of its employees during the hours of employment and to provide a general safety program. The Company and the Bargaining Agent recognize that the environment standards are those issued under the Canada Labour Code Part II as may be amended from time to time and as interpreted by the Base General Safety Officer.
- 10.02 It is the responsibility of the employee to observe the safety rules, to wear and use safety equipment according to instructions and to immediately advise their supervisor of any unsafe working conditions.
- 10.03 Members of the Bargaining Unit who attend safety meetings, called by the Company shall be paid for all such time under the terms of the Collective Agreement.
- 10.04 The Company 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 Upon completion of probation, employees will be entitled to an annual boot allowance of \$150.00. This annual boot allowance will be paid once in every twelve (12) month period upon confirmation of purchase.
- 10.06 The Company is subject to CLC Part II Health & Safety; the Company shall ensure that all conditions are met in accordance with the Act and subsequent regulations.
- 10.07 The Company will inform the Union of any return to work or WSIB meetings involving Bargaining Unit members in a timely manner prior to their occurrence.

ARTICLE 11: HOURS OF WORK

- 11.01 The normal hours of work for employees shall not exceed eight (8) hours in a day and forty (40) hours in a 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. Nothing in this Agreement shall be construed as guaranteeing an employee minimum or maximum hours of work per day or week.

The Company requires that day shift full-time employees will only be required to work two (2) nights per week unless the employee voluntarily chooses to work more than two (2) nights per week with the exception of catering. Sunday work shall be voluntary for employees of the CANEX SuperMart hired prior to the date of ratification of the 2019 – 2022 renewal Collective Agreement. Sunday work shall not be voluntary for employees of the CANEX SuperMart hired after that date. The Company shall inform all newly hired employees of this condition upon hiring.

The Company agrees it shall give full-time employees notice of any reduction of hours per week or per day as soon as the Company is able to confirm where the reduction in hours is required.

- 11.02 Once in every three (3) week period, employees shall be scheduled two (2) consecutive days off, which shall be either a Friday and Saturday, 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.

Where operationally possible full-time employees shall be given their days off consecutively.

- 11.03 A work schedule shall be posted in each outlet no later than 4:00pm on Wednesday. The schedule will show the scheduled working hours for each employee covered by this Agreement for the following week. If a schedule is not posted by that time, the schedule for the previous week will apply.

No change shall be made to a schedule unless the affected employee(s) agree to such change or there is at least 48 hours' notice of such change. The Company shall forward to the Union or Union Steward a copy of the schedule as posted for each outlet when requested.

Employees must submit requests for time off in Workforce by 9:00am on Tuesday.

If the employees and scheduler of an outlet agree, a schedule may cover a period of greater than one (1) week.

11.04 Meal and rest periods shall be provided as follows:

- (a) Employees scheduled for six (6) or more consecutive hours of work are entitled to an uninterrupted meal period without pay of not less than thirty (30) minutes, and not more than sixty (60) minutes, depending on schedule and operational requirements. The meal period shall be scheduled as close to the midpoint of the work period as possible.
- (b) Subject to management approval, the employee working six (6) hours may elect not to take the meal period. Such a request shall not be unreasonably withheld.
- (c) Each employee shall be granted a rest period of fifteen (15) minutes during each work period of at least three (3) consecutive hours. Rest periods shall not be allocated within one hour of the employee's start or end time or within one hour of a meal period. The employee shall not take more than two (2) rest periods during a seven and one-half (7 ½) or an eight (8)-hour work day.

At the employee's request and subject to the manager's written approval, the employee may take rest periods during the hour that precedes or follows a meal break.

- (d) In operations where only one (1) employee is scheduled to work, or if the Company requires an employee to be readily available for duty during their rest or meal period, or is recalled to work during such period by the Company, the employee will be paid for that rest/meal period.

11.05 Attendance during Storms or Hazardous Conditions

Definitions

Hazardous conditions

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

Storms

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

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.

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.

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.

In the case of a late arrival authorized by the Company, 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.

The decision to close an outlet is the responsibility of the Senior Manager of each outlet.

11.06 An employee shall not be scheduled to work a split shift unless otherwise mutually agreed.

11.07 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 upon.

11.08 When an employee is scheduled to work on the seventh (7th) consecutive day, the employee shall be paid at the rate of pay not less than two (2) times

the employee's regular rate of pay on that seventh (7th) day, and every consecutive day worked thereafter.

11.09 In the event an employee wishes to change a shift with another qualified employee, the employee shall first submit such request in writing to the supervisor. Should the request be granted, the Company 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. Such requests shall not be unreasonably denied.

11.10 Any member of the Bargaining Unit called in or called back to the workplace and actually reports shall receive a minimum of three (3) hours pay at the applicable rate of pay for these hours. The employee in the Bargaining Unit shall not be scheduled for shifts of less than three (3) hours.

11.11 Senior employees shall not be scheduled to work less hours than junior employees in the same job title in the same outlet, provided they are able, willing, and available to perform the work required. For the purposes of this Article, full-time employees have preference over part-time employees.

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

Employees are required to provide their availability at least seven (7) calendar days prior to the schedule being posted. Any changes in availability thereafter may result in a reduction of hours and will not trigger sub-Article 11.01 above.

11.12 Part-time employees may be scheduled by mutual agreement to work in excess of twenty-seven (27) hours to cover absences due to illness, accident, leave of absence and vacation. The parties further agree that such scheduling shall not result in an employment status change for the employee, subject to Article 3.03.

Subject to operational requirements, the Company may grant a request for modified scheduling arrangements for school attendance purposes, and the Company will not be arbitrary in its decision to grant or deny such a request.

ARTICLE 12: OVERTIME

12.01 When the employee is required to work in excess of eight (8) hours in a day or forty (40) hours in a week the employee shall be paid for the overtime at a rate of pay not less than one and one-half (1.5) times the employee's regular rate of pay.

12.02 Overtime shall be compensated in money except where on request of an employee and with the approval of the Company, overtime may be compensated in equivalent leave with pay within sixty (60) days of the overtime worked. After the sixty (60) day period has expired, the overtime will 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 their normal workweek. 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 facility which requires the work, provided the employee is in the job category for the nature of the work required and is capable of performing the work. If no employee wishes to work overtime, the Company shall assign the work to a junior employee who is capable of performing the work.

12.04 When overtime is available and the overtime cannot be assigned in accordance with Article 12.03 the overtime shall be offered to employees in order of seniority.

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) For the purposes of this Article the seniority of the employee transferred from one outlet to another as a result of a competition, job change based on seniority or transfer at the request of the employee, shall include fifty percent (50%) of their previous seniority to a maximum of two (2) years;
- (d) Probationary employees shall have no rights under the seniority provision of this Agreement during the probation period outlined in Article 3.01 (c). The seniority of a full-time or part-time probationary employee who has completed their probation period to satisfaction of the Company 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;

- (e) The Bargaining Unit shall be divided into the following operations called outlets:
 - (1) CANEX SuperMart
 - (2) Messes & Institutes
 - (3) Accommodations (Housekeeping and Maintenance)
 - (4) Fitness & Sports
 - (5) Yacht Club
 - (6) Community Recreation
 - (7) NAFMC Museum
- (f) In the event an outlet is closed for a period in excess of twelve (12) consecutive months, the full-time employee will be able to exercise their seniority rights and displace junior full-time employees in the Bargaining Unit provided they are of the same job title or higher than the junior employee.
- (g) In the event an outlet is closed for a period in excess of twelve (12) consecutive months, the part-time employee will be able to exercise their seniority rights and displace junior part-time employees in the Bargaining Unit provided they are of the same job title or higher than the junior employee.

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) The procedure will be applied only on the first occasion of the time coming into existence.
- (c) A Union steward shall be present during this process.
- (d) The employee has been laid-off for a continuous period of twelve (12) months and refuses part-time work at the end of the twelve (12) month period in accordance with Article 13.04;
- (e) The employee has been laid-off and is recalled to work and fails to return to work or to give in writing valid reasons for the employee's inability to do so within three (3) working days of the date the employee had been requested by the Company, in writing by registered mail and email, to return to work. In order to be eligible for recall from lay-off the

employee must provide the Company with the employee's current mailing address, email and telephone number;

- (f) The employee overstays a period of leave granted by the Company in accordance with Articles 15 and 16 without securing an extension of such leave; or
- (g) The employee absents themselves from work for more than three (3) working days without securing leave in accordance with Articles 15, 16, 17 and 19 or without producing evidence of a valid reason satisfactory to the Company. 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 Company.

13.03 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. In the application of seniority with respect to this sub-Article, employees in higher pay categories are senior to employees in the lower pay categories.

13.04 (a) When a full-time employee is laid off in accordance with the provisions of Article 13.03 and there is part-time work available in the employee's outlet, the employee shall be offered the part-time work provided the employee is able and qualified to perform the work. If the employee accepts the part-time work, the employee shall receive the rate of pay on the job in which the employee is 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. At the end of twelve (12) months the employee will be placed on the part-time seniority list in accordance with the employee's length of service.

- (b) A full-time employee who is given part-time status in accordance with Article 13.04 (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.

13.05 A full-time employee who is laid-off or accepts part-time work in accordance with the provisions of Articles 13.03 and 13.04 may continue the benefits listed in Article 21.02, with the exception of Long Term Disability Insurance, for a period of twelve (12) months. The employee will be responsible for both the employee and Company share of the premiums.

- 13.06 Vacancies within the Bargaining Unit created by the resignation or retirement of an employee, the reclassification of a position, the creation of a new position, or any position the Company knows in advance will be vacant on a temporary basis for thirty (30) days or more, will be filled in accordance with the following order of precedence:
- (a) The employee of the same job title in the outlet, on lay-off, shall be recalled by seniority;
 - (b) If the vacancy cannot be filled as per (a), then the vacancy will be offered, on the basis of seniority, to any employee on the lay-off list of the outlet concerned provided the employee is of the same classification level or higher than the classification level of the vacant position and provided the employee has the necessary qualifications experience, ability, and skill to do the job required.
 - (c) If the vacancy is full-time, non-supervisory and cannot be filled from the full-time lay-off list, it is to be posted electronically in accordance with Article 13.07. If any qualified and interested employee in the outlet applies for the vacancy, the applicant with the most seniority in the outlet will be given the job provided the applicant's job title is the same as the vacant position.
 - (d) 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 and will be selected in accordance with the provisions of Article 13.07.
 - (e) If there is no qualified or successful applicant within the outlet, the Company will consider the 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.
 - (f) If the Company determines that there is no qualified or successful applicant within the Bargaining Unit, the Company may hire someone from outside the Bargaining Unit.
- 13.07 Vacancies that cannot be filled in accordance with sub-Article 13.06(a) will be posted for a total of seven (7) calendar days posted electronically on the Careers page of the CFMWS website. Interested employees shall apply following the instructions as per the job poster. Applicants will be selected in accordance with the order of precedence outlined in sub-Articles 13.06 (c) and (d). The poster shall indicate the job title and description of the job opening, rate of pay, the appropriate starting date and the qualifications required. Except for vacancies filled in accordance with the provisions of sub-Articles 13.06 (a), (b) or (c), selection of the successful applicant will be

determined by the Company 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 The part-time employee who is selected for a full-time position with the Company will be credited with fifty percent (50%) of their part-time seniority to a maximum of two (2) years towards the full-time position.
- 13.09 The employee 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. If, during the assessment period, the Company determines that the employee has not performed the duties and responsibilities to the satisfaction of the Company, or if during the first thirty (30) days of the assessment the employee decides that they do not wish to remain in the position, the employee will be removed from the job and will be reassigned to the employee's former position or to a position equivalent to the employee's former position without loss of seniority.
- 13.10 The employee who is successful in a competition for a supervisory position and has successfully completed the assessment period will not be permitted to apply for another position for a period of six (6) months from the first day of employment in the new job.
- 13.11 Only an employee who applied for a competition and was not selected may submit a grievance regarding the competition. The grievance must be submitted within the seven (7) calendar days following the day on which the candidates were advised of the name of the successful candidate.
- 13.12 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 Bargaining Agent and Stewards. A seniority list will be posted January 15th of each year.
- 13.13 The full-time employee shall have preference over the part-time employee provided the full-time employee has the qualifications, experience, ability, and skill to do the job to the satisfaction of the Company.
- 13.14 In this Article, the Company 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: TRAINING

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

Any employee who is required by the Company 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;
- (c) If the course requires travel they employee will be reimbursed for travel expenses in accordance with the NPP Travel Directive (excluding Deployment Training).

Applications under the Tuition Assistance Program shall be dealt with as per the terms of that plan.

ARTICLE 15: DESIGNATED HOLIDAYS

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

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

15.02 The employee is entitled to designated holidays with pay listed in Article 15.01 when:

- (a) The employee works the scheduled day before and the scheduled day after the designated holiday, unless the absence is due to personal injury or illness;
- (b) The employee is not on lay-off or an authorized leave of absence without pay.

- 15.03 The employee who is entitled to a designated holiday and is required to work on that holiday will be:
- (a) Paid at the rate of one and one-half (1.5) times their regular rate for the hours worked in addition to their regular wages for the day; or
 - (b) Paid at the rate of one and one-half (1.5) times their regular rate for the hours worked and be given a holiday with pay at some other time convenient to the employee and the Company. Such day must be selected within thirty (30) calendar days after such holiday.
- 15.04 Where a designated holiday falls on a day that is a non-working day for the employee, the employee is entitled to and shall be granted a day off with pay at a time convenient to the employee and the Company. Such day must be selected within a thirty (30) day period after such holiday. The Company 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.
- 15.05 If the employee is not entitled to a paid designated holiday and is required to work on a designated holiday the employee will be paid at one and one-half (1.5) times the employee's regular rate.
- 15.06 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 (1.5) times their rate of pay for the hours worked on that day.
- 15.07 Subject to operational requirements, employees will not be scheduled to work both Christmas Day and New Years Day within the same holiday season, unless the employee specifically requests to do so.

ARTICLE 16: VACATION LEAVE

- 16.01 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 of continuous full time employment	10 working days
In the 2 nd to 6 th years of continuous full-time employment	15 working days

In the 7 th to 15 th year of continuous full time employment	20 working days
In the 16 th and 17 th years of continuous full-time employment	23 working days
In the 18 th to 26 th years of continuous full-time employment	25 working days
In the 27 th year of continuous full-time employment	27 working days
In the 28 th and subsequent years of continuous full-time employment	30 working days

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

- 16.02 Calculations for vacation entitlement shall be based on the anniversary date of employment of the employee.
- 16.03 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 shall be counted as time earning vacation.
- 16.04 Subject to operational requirements the Company shall make every reasonable effort to approve an employee's vacation at a time acceptable to the employee based on seniority.
- 16.05 The employee shall give the Company at least one (1) months' notice in writing regarding the actual dates on which the employee desires to take a vacation of five (5) or more working days. Leave for shorter periods may be granted provided sufficient notice is given.
- 16.06 The normal summer 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. Providing it does not interfere with the proper operation of the outlet and it does not conflict with other approved leave, the Company shall grant such a request.
- 16.07 A blank summer vacation schedule shall be posted on March 1 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 Company will finalize, approve and post the vacation schedule by May 1. 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.

- 16.08 The normal winter vacation period shall commence December 1 and end on January 7.
- 16.09 A blank winter vacation schedule shall be posted on October 1 and such vacations will be granted on the basis of seniority by outlet. Employees must submit their request for vacation by November 1 at which time the Company will finalize, approve and post the vacation schedule by November 15. Employees who fail to submit their 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.
- 16.10 When holidays as defined in Article 15.01 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.
- 16.11 The shall schedule the Saturday prior to the commencement of an employee's vacation period as the employee's Saturday off. When operationally possible, the Company shall schedule the Sunday prior to the commencement of the employee's vacation as the employee's Sunday off.
- 16.12 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 Company. Applications for vacation carry-over shall be submitted in writing.
- 16.13 If the full-time employee becomes sick while on vacation leave and submits a doctor's certificate covering the period of sickness, the employee shall have the vacation for the period covered by the certificate converted to sick leave. The days of vacation lost as a result of the sickness shall be re-credited to their vacation record.
- 16.14 The vacation leave entitlement of an employee 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.
- 16.15 On termination of employment the employee is entitled to any vacation pay owed to the employee 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 the employee's current wage.
- 16.16 Part-time employees are entitled to and shall be paid vacation pay as follows:

Continuous Part-Time Employment

Entitlement

In the 1st year of part-time employment

4% of annual gross continuous earnings

In the 2nd to 6th years of part-time employment

6% of annual gross continuous earnings

In the 7th to 15th years of part-time employment

8% of annual gross continuous earnings

In the 16th and 17th years of part-time employment

9.2% of annual gross continuous earnings

In the 18th and 26th years of time employment

10% of annual gross continuous part-time earnings

In the 27th year of part-time employment

10.8% of annual gross continuous earnings

In the 28th and subsequent years part-time employment

12% of annual gross of continuous earnings

Part time employees hired after 15 May 2002 shall be paid their vacation entitlement on a bi-weekly basis.

16.17 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 16.01. For purposes of vacation scheduling, Article 16.10 will apply and in cases where operational requirements dictate it is understood that full-time employees will have preference over part-time employees.

16.18 **PRIOR SERVICE CAF**

For the purpose of calculating vacation leave entitlement, the Employer will recognize any former service in the CAF for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service.

Prior, current or future CAF service earned during any period where the employee also earned or received vacation pay with/from the Employer does not count as qualifying CAF service.

Eligible employees will need to fill the Request for Recognition of Prior Service in Canadian Forces for Vacation Purposes and provide the local Human Resources Office with an acceptable record of their prior service as a former member of the CAF. Acceptable records includes confirmation of:

- (a) service as a contributor under the Canadian Forces Superannuation Act;
- (b) service that has been elected as pensionable service under clause 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, that can be validated to the satisfaction of the Employer.

ARTICLE 17: LEAVE GENERAL

Sick Leave Plan

- 17.01 The Company will not employ its attendance management policy in an arbitrary manner. Employees who use sick leave for bona fide reasons and adhere to all the requirements regarding the same will not be subject to disciplinary action.
- 17.02
- (a) Continuous full time employees who have completed their probationary period shall be entitled to seventeen (17) weeks of paid sick leave (100% of salary).
 - (b) Part-time employee who have completed their probationary period may be granted up to a maximum of sixteen (16) hours of paid sick leave per fiscal year.

Sick leave may be taken in hourly increments. Employees shall not schedule more hours than their scheduled workday.
 - (c) The following conditions govern the entitlement to sick leave:
 - (1) The employee must notify the manager of the absence prior to the employee's regular starting time on the first day of absence or as soon as possible, at which time the employee will indicate the reason for the absence and the expected date of return.

- (2) A medical certificate signed by a doctor must be provided for each absence in excess of five (5) working days. The Company reserves the right to require a medical certificate for any period of illness that occurs during the remainder of that calendar year provided that the employee is advised in writing of the requirement beforehand. Prolonged or frequent illness may require additional certificates at the expense of the Company from a doctor selected by the Company.
 - (3) The employee on maternity leave in accordance with Article 17.05 will not be eligible for coverage under the sick leave plan.
 - (4) Sick leave is not cumulative from year to year nor does it have any cash value.
- (d) The full-time employee's full benefits are reinstated after the employee has returned to work from sick leave for thirty (30) calendar days for the same disability, or after the employee has returned to work for seven (7) continuous working days if the disability is for a new cause.

17.03 Paid Personal Leave

Subject to operational requirements as determined by the Company and with an advance notice of at least five (5) working days, a full-time and part-time employee shall be granted, in each fiscal year, 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 Company. Nevertheless, the Company shall make every reasonable effort to grant the leave at such times as the employee may request.

17.04 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.

17.05 Leave for Employees with Child Care Responsibilities

The employee who has completed six (6) consecutive months of employment with the Company is entitled to a leave of absence without pay as follows:

- (a) When an employee provides the Company with a certificate of a qualified medical practitioner certifying that the employee is pregnant, that employee is entitled to and shall be granted a leave of absence from employment of up to seventeen (17) weeks, which leave may commence not earlier than eleven (11) weeks prior to the estimated date of the delivery and end not later than seventeen (17) weeks following the actual day of the delivery.

- (b) An employee leaving on maternity leave shall be granted a two (2) week allowance equal to the benefits the employee would receive from Employment Insurance Canada pursuant to section 22 of the Employment Insurance Act, as may be amended from time to time, and for the remaining fifteen (15) weeks of maternity leave shall be granted a top-up allowance equal to the difference between the benefits the employee would receive from Employment Insurance and ninety three percent (93%) of their gross pay as averaged over the previous two (2) pay periods, in accordance with the following conditions:
- i. After completion of six (6) months continuous employment, an employee who provides the Company with proof that she has applied for and is eligible to receive Employment Insurance benefits pursuant to section 22 of the Employment Insurance Act, as may be amended from time to time, shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan;
 - ii. An employee who receives the allowances shall return to work for a period equal to the amount of maternity leave taken, unless the date is modified with the Company's consent or unless the employee is then entitled to another leave provided for in this Agreement; and
 - iii. Should the employee fail to return to work as per the provisions of Article 17.05 the employee recognizes that she is indebted to the Company for the full amount of the two (2) week allowance and the fifteen (15) week top-up allowance; and
 - iv. The employee is required to give the Company at least two (2) weeks written notice of their desire to return to work. If the employee fails to give said notice or fails to return to work on the expiry date of the maternity leave, she will be considered to have voluntarily terminated their employment.

17.06 Parental Leave Without Pay

Provided that the employee has provided confirmation that they have applied and are eligible to receive Employment Insurance Parental Leave benefits, a full-time or part-time employee shall be eligible to receive up to sixty-one (61) weeks Parental Leave without pay.

- 17.07 The aggregate amount of leave of absence without pay that may be taken by two employees for childcare responsibilities will not exceed sixty-one (61) weeks.

- 17.08 The employee is to give at least four (4) weeks' notice in writing to the Company of the intent to take leave for employees with child care responsibilities and of any change in length of leave intended to be taken.
- 17.09 The employee returning from child care responsibilities 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 wages and benefits. If during the period of leave, the wages and benefits of the group to which the employee belongs are changed as a result of a reorganization, and/or a renewal of the Collective Agreement, the employee is entitled upon return from leave to receive the same pay and benefits that the employee would have received had they been working when the reorganization and/or renewal of the Collective Agreement took place. An employee on leave will be notified in writing if such a change took place.
- 17.10 Leave granted under this Article shall be counted as "service" for purposes of benefits and wage progression in the Agreement. This shall not apply where the employee terminates employment immediately following such leave.
- 17.11 The employee shall, along with the request for child care responsibilities leave without pay, notify the Company in writing of whether they are electing to keep their pension or insured benefits while on a child care responsibilities leave without pay. If an employee elects to keep their pension or insured benefits while on a child care responsibilities leave without pay and pays their portion of the pension contributions and/or benefits premiums, the Company will continue to pay its portion of the pension contributions and/or benefits premiums. If these benefits are to be continued, arrangements will be made for the employee to make the necessary contributions.
- 17.12 Bereavement Leave
- (a) The employee will be given leave with pay for five (5) days immediately following the death of a member of the immediate family and leave with pay for one (1) day in the case of a distant relative. In addition the employee may be granted up to two (2) days leave with pay for the purpose of necessary travel related to the death.
- (b) For the purpose of this Agreement, immediate family will comprise anyone of the following: sibling, parent, step parents, foster parents, parent-in-law, spouse (including common-law spouse resident with the employee), child (including child-in-law of common-law spouse, as well as step child or ward of the employee) and grandparents, grandson or granddaughter;
- and distant relatives will be any of the following: sibling-in-law, child in law and spouse's grandparents, aunt, uncle (parent's sibling) or any

relative permanently residing in the employee's household or with whom the employee resides; and

- (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 the employee will have missed.
- (d) Employees may save one (1) day of their entitlement to be used in the event of a spring internment or memorial service.
- (e) When the death of one (1) of the family members listed above occurs while an employee is on shift and the employee is notified while at work, they shall be entitled to leave work with pay for the remainder of their shift without any such remainder of the shift being considered the first day of bereavement leave pay.

The Company recognizes that families may take different forms due to a variety of factors such as cultural norms or personal circumstances. The Company appreciates that the relationships formed under such norms or circumstances are valuable and significant to the Employee. The Company agrees to seriously consider requests for bereavement leave where cultural traditions or other circumstances create important family relationships not described above. Such requests shall not be unreasonably denied.

17.13 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 Company may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in Article 17.12 (a) above.

17.14 Jury Duty

- (a) In the event the employee is summoned for jury duty or jury selection, the Company agrees to make up the difference, if any, between the amount paid to the employee for jury services and the amount the employee could have earned had the employee worked on such days. This does not apply if the employee is excused from jury duty or jury selection for the rest of the day or days and fails to report back to work, or if jury duty or jury selection occurs on the employee's regular scheduled day off. The employee must promptly notify the Company that they have been summoned for jury duty or jury selection.
- (b) In the event an employee is required by subpoena to attend as a witness in any proceeding held:

- (1) in or under the authority of a court of justice or before a grand jury;
- (2) before a court, judge, justice, magistrate or coroner;
- (3) 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;
- (4) 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
- (5) 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 Company agrees to make up the difference, if any, between the amount paid the employee for witness fees and the amount the employee would have earned had the employee worked on the day the employee was to appear as a witness.

This does not apply if the employee is excused as a witness for the rest of the day or days and fails to report back to work, or if witness duty occurs on the employee's regular scheduled day off. The employee must promptly notify the Company that they have been summoned as a witness.

17.15 Leave of Absence Without Pay

An employee may be granted a leave of absence without pay provided they receive permission in advance from the Company 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.

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 Company'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 Company may return the employee into a comparable position for which they are qualified.

17.16 The employee will not be eligible for any benefits provided for in this Agreement for any type of leave without pay. Benefits listed in Article 21.02 may be continued at the request of the employee. The employee will be responsible for both the employee and Company share of the premiums.

17.17 Adoption and Birth Leave

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

17.18 Compassionate Care Leave

- (a) Provided that the employee has provided confirmation that they have applied and are eligible to receive Employment Insurance Compassionate Care benefits, a full-time or part-time employee shall be eligible to receive up to six (6) months Compassionate Care Leave without pay.

If an employee elects to keep their pension or insured benefits while on Compassionate Care Leave without pay and pays their portion of the pension contributions and/or benefits premiums, the Company will continue to pay its portion of the pension contributions and/or benefits premiums.

An employee shall, along with the request for Compassionate Care Leave, notify the Company in writing of the options concerning the pension and group benefits coverage.

- (b) An employee returning from Compassionate Care Leave shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the same location, with not less than the same pay and benefits. If during the period of leave, the pay and

benefits of the group to which the employee belongs are changed, the employee is entitled, upon return from leave, to receive the same pay and benefits that the employee would have received had they been working when the change occurred. An employee on leave will be notified in writing if such a change took place.

- (c) Length of service continues to accrue during absences on Compassionate Care Leave.

17.19 Union Leave

The employee shall be granted a leave of absence to attend Union training or education activities, subject to Article 17.10. Where the leave of absence is less than two (2) weeks, the Company shall continue to pay its share of benefits premiums, should the employee elect to maintain coverage.

17.20 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 Act, or for taking a prescribed course for the purpose of qualifying for a higher rank.

Length of service continues to accrue during absences on military leave. An employee may continue group benefits coverage provided the employee pays **their** share of contributions; the Company 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.

17.21 Leave for Family Related Responsibilities and Personal Leave

The Company shall grant up to five (5) days family related leave and personal leave with pay in a fiscal year to full-time and part-time employees up to twenty-five (25) hours leave with pay for part-time employees to be used in any combination for the following reasons:

- (a) To take a dependent family related member for medical or dental appointments or for appointments with appropriate authorities in school or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for family members to minimize their absence from work. An employee requesting this leave provision must notify their supervisor of the appointment as far in advance as possible;
- (b) For the temporary care of a sick member of the employee's immediate family;

- (c) For the needs directly related to the birth of an employee's child. This leave may be divided into two (2) separate periods and granted on separate days;
- (d) For the needs directly related to the adoption of the employee's child. This leave may be divided into two (2) separate periods and granted on separate days;
- (e) To attend school functions if the supervisor was notified of the function as far in advance as possible;
- (f) To provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
- (g) To attend an appointment with a legal or paralegal representative or with a financial representative if the supervisor was notified of the appointment as far in advance as possible;
- (h) To attend emergencies beyond the control of the employee. This leave may be granted to a maximum of one (1) day per fiscal year.
- (i) To attend house hunting related to relocation/posting/transfer to another geographical location.
- (j) The total leave with pay, which may be granted under clause (a), (b), (c), (d), (e),(f), (g), (h) and (i) above shall not exceed five (5) working days in any fiscal year.

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

17.22 Seniority shall continue to accumulate during any period of absence identified in this Article 17.

17.23 Family Related Leave may be taken in hourly increments.

17.24 Relocation Leave

Effective, 1 January 2015, a full-time or part-time employee who is a spouse of a person who is being relocated/posted/transfered 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 the employee meets the following eligibility requirements:

- (a) the employee must submit a written request for relocation leave to their manager at least four (4) weeks in advance;
- (b) the employee must provide advance written confirmation that they are voluntarily giving up rights to their substantive position effective the first (1st) day of 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 the employee is not successful in obtaining another NPF position during their leave;
- (d) the employee must ensure their previous location has their current contact information; and
- (e) the employee must provide proof of the spouse's relocation / posting / transfer.

17.25 Pregnancy Leave Without Pay, Parental Leave without Pay

Pregnancy Leave without Pay

For clarify, 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 Company 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.

Pregnancy Leave Allowance

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 maternity leave;
- (b) following their pregnancy leave and/or parental leave, the employee must return to work for a period of time equal to the maternity leave unless the date is modified with the Company's consent or unless the employee is then entitled to another leave provided for in this Agreement.

An employee who meets the requirements outlined at Article X 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 maternity 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 maternity benefit; and
- (c) where the employee has received the full fifteen (15) weeks in (b) above and remains on pregnancy leave without pay, they are eligible to receive the additional week(s) of pregnancy leave allowance at ninety-three percent (93%) of their weekly gross pay.

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

If the employee has been posted to another location due to their spouse being transferred will not be indebted to the Company for the amount of the maternity leave allowance.

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 maternity 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 maternity 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.

Pregnancy, Parental and Adoption Leave

The employee shall along with the request for pregnancy, parental or adoption leave without pay, notify the Company 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 Company will continue to pay its applicable share of the premiums and contributions.

An employee will not be entitled to receive pensionable service for any periods of leave in which they have not made pension contributions.

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.

Length of service and seniority continues to accrue during absences on maternity, parental or adoption leave.

17.26 Domestic Violence Leave:

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

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

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

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

The Company 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 Company 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 Company 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 18: GRIEVANCE PROCEDURES

- 18.01 The purpose of any grievance procedure is to maintain good relations between employees, Union and the Company at all levels. The grievance procedure helps to do this by providing a method of resolving complaints quickly and fairly.
- 18.02 The grievance procedure includes an informal or oral complaint stage for employee. 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 Steward. If the employee is not satisfied with the result of such discussions, a formal grievance may then be presented.

- 18.03 The grievance procedure consists of three (3) levels. The Company 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 Company on the Union bulletin board. The final level shall be the Minister of National Defence or their delegate.
- 18.04 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 18.10 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.
- 18.05 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.
- 18.06 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.
- 18.07 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.

- 18.08 An employee has the right to be represented by their full-time Union Representative or Steward in the grievance procedure at any level and at either, or both, the informal discussion (oral complaint) stage, or when the formal written grievance is being considered.
- 18.09 The Union Representative, at the request of an employee/group of employees who has presented a grievance, their full-time Union Representative or Steward shall have the right to consult with the person designated to reply on the Company's behalf at any level in the grievance procedure. At levels other than the final level, the request for consultation may be made orally.
- 18.10 An employee or the Union on behalf of a group of employees wishing to present a grievance shall do so:
- (a) at the first level of the grievance procedure where the grievance does not relate to disciplinary action resulting in the discharge of the employee; and
 - (b) at the final level of the grievance procedure where the grievance relates to disciplinary action resulting in the discharge of the employee.

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

- 18.11 An individual grievance, or a group grievance shall be presented by an employee:
- (a) within twenty (20) days, (if it does not relate to disciplinary action resulting in discharge);
 - (b) within twenty-five (25) days, (if it relates to disciplinary action resulting in discharge):

of the employee or group of employees having been notified orally or in writing of the action or circumstances giving rise to the grievance, or becoming aware of the action or circumstances giving rise to the grievance if not so notified.

- 18.12 The Company 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.

- 18.13 If an employee, or the Union on behalf of the employees is unsatisfied with the response at the first or second level, they can submit the grievance to the second or final level. The grievance must be submitted to the second or final level within ten (10) days of the employee or the Union on behalf of a group of employees, receives the response in writing from the Company at the first or second level of the grievance process.
- 18.14 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.
- 18.15 The time limits stipulated in the grievance procedure may be extended by mutual agreement between the Company, the grievor, and the full-time Union Representative or Steward.
- 18.16 In determining the time within which any action is to be taken in the grievance procedure, Saturdays, Sundays and designated holidays shall be excluded.
- 18.17 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 Company at Level One of the grievance process.
- 18.18 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 Company, it was not possible for the employee/Union to comply with the prescribed time limits.
- 18.19 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, the employee may refer to the grievance to adjudication in accordance with the provisions of the Federal Public Sector Labour Relations Act and Regulations as may be amended from time to time.
- 18.20 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.

18.21 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 19: HARASSMENT, VIOLENCE AND DISCRIMINATION IN THE WORKPLACE

19.01

- (a) The Parties recognize that the Company has a policy and guidelines regarding 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 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 Company’s harassment policy and guidelines, at the request of a complainant or respondent to a harassment complaint and subject to the requirements of the Access to Information Act and Privacy Act, the Company shall provide the complainant and/or respondent with an official copy of the harassment complaint investigation report.
- (d) The Company and the Union agree that this Article does not create any substantive rights outside of those created in the Company’s policy and that the terms of the Company’s harassment and violence prevention policy and guidelines, do not form part of this Agreement. The Company confirms its intention to maintain a harassment and violence prevention policy and consult with UFCW regarding any amendments to the policy. A copy of the revised policy will be provided to UFCW.

ARTICLE 20: PAY ADMINISTRATION

- 20.01 The employee shall be paid for services rendered at a rate of pay specified in Appendix A for the employee's job title in accordance with the time limits outlined in the rate of pay scale. The employee shall go to the twelve (12) month rate on the grid when selected for a position in a higher classification. If the twelve (12) month rate is lower than the employee's previous salary, then the employee will be placed at the increment on the grid closest to but not less than the previous salary.
- 20.02 The new probationary employee shall, effective the date of hiring, be paid the start rate as specified in Appendix A for the job category. In no circumstances will this be less than the federal minimum hourly rate. On successful completion of the probationary period the employee will receive the "end of probationary rate" of pay in their pay level as specified in Appendix A.
- 20.03 (a) When the employee is appointed, in writing, by the Company to temporarily perform the duties of a higher classification in the Bargaining Unit for one (1) or more consecutive working days, the employee shall be paid as if the employee had been appointed to that higher classification level for that period from the first (1st) day.
- (b) When the employee is appointed, in writing, by the Company to temporarily perform the duties of a non-Bargaining Unit (Category II) position for one (1) or more consecutive days but less than thirty (30) days, the employee shall be paid twenty percent (20%) of their current salary. For Acting Category II appointments of less than thirty (30) days, the employee shall remain a member of the Bargaining Unit.
- (c) When the employee is appointed, in writing, by the Company to temporarily perform the duties of a non-Bargaining Unit (Category II) position for terms greater than thirty (30) days, the employee shall be paid within the salary scale of the position for which they are filling and in accordance with NPF HR Policy. For temporary Category II appointments of greater than thirty (30) days, the employee shall not remain a member of the Bargaining Unit for the term of the appointment. If the employee decides to return to their former position within one (1) year they shall return without loss of seniority.
- 20.04 Payments provided under the provisions of Articles 11 (hours of work, call-in, and reporting pay), 12 (overtime), and 15 (designated holidays) shall not be pyramided; that is, an employee shall not receive more than one (1) form of compensation for the same service. An employee will be compensated at the highest eligible rate for the service.

ARTICLE 21: CONSULTATION

- 21.01 The Company and the Bargaining Agent recognize that consultation and communication on matters of mutual interest outside the terms of the Collective Agreement should promote constructive and harmonious Company-Bargaining Agent relations.
- 21.02 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
- 21.03 The Company agrees that the benefits plans listed in Article 21.02 will not be reduced as a result of the signing of this Collective Agreement.

ARTICLE 22: EMPLOYEE FILES

- 22.01 Where the Company serves a written notice of a disciplinary measure to an employee regarding their work or conduct, that will become a part of the employee's permanent record, a copy of such notice shall be handed to the employee and another one to the Union Steward who will be present at the meeting, unless the Employee requests that they do not attend. Such a request shall be made in the presence of a Union Steward.
- In the event an employee is not offered Union representation, the employee may end the meeting while they obtain such representation. The employee and managers are jointly responsible for informing the Human Resources Manager immediately in such circumstances.
- Any written notice of a disciplinary measure shall be issued to an employee within fourteen (14) calendar days of the discovery of the alleged offence, except that an extension of time may be requested in order to complete an investigation, which request will not be unreasonably denied.
- 22.02 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after one (1) year has elapsed since the disciplinary action was taken provided that no disciplinary action has been recorded during this period.
- 22.03 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 the employee, upon request.

22.04 A detailed job description shall be supplied to the employee at the time of hire.

22.05 Upon written request submitted twenty-four (24) hours in advance to the Non Public Funds Human Resources Office the employee will have visual access to the employee's own personnel file not more than three (3) times a year.

ARTICLE 23: CREATION OF A NEW JOB AND CHANGE TO AN EXISTING JOB

23.01 When a new job with duties and rate of pay which differs from existing jobs, is created within the Bargaining Unit, the Company will promptly inform the Bargaining Agent. The job will be evaluated in accordance with the NPF Job Evaluation Program by the Job Evaluation Committee. The rate of pay for the job will be as per the applicable pay level in Appendix B.

23.02 Upon request of the employee, the Job Evaluation Committee shall review any position in the Bargaining Unit where a significant change in duties has taken place.

ARTICLE 24: BULLETIN BOARDS

24.01 The Company agrees to provide a bulletin board in each unit (and each accommodations building) at a place accessible to the employees for the use of the Bargaining Agent to post notices of interest to its members.

24.02 The posting of such notices regarding Bargaining Agent meetings, names of Stewards, social and recreational events will not require the approval of the Company.

ARTICLE 25: REST ROOMS

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

ARTICLE 26: UNIFORMS

26.01 Uniforms which the Company requires shall be furnished to the employee by the Company without charge. If the Company determines that alterations are required the Company shall cover the cost for such alterations. Uniforms shall

be replaced on an as needed basis subject to normal wear and tear as determined by the Company.

ARTICLE 27: MEETINGS

27.01 Members of the Bargaining Unit who are required to attend meetings, called by the Company, shall be paid for all such time at their regular rate of pay.

ARTICLE 28: SHORTAGES

28.01 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 Company for any shortages that occurred during the period that the employee had such responsibility, control and access; and
- (b) The Company 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 Company's interests and assets. Any disciplinary action will be subject to the normal grievance and adjudication procedures.

ARTICLE 29: SEVERANCE PAY

29.01 Full-time and part-time employees who are released by the Company for administrative reasons beyond the control of the employee are entitled to severance pay and notice or salary in lieu of notice. Term employees are not entitled to receive notice or severance pay when their employment ends due to the expiry of their fixed term(s) of employment or when it otherwise ends in accordance with their letter(s) of offer. Factors considered beyond the employee's control are:

- (a) Closing of a facility;
- (b) Closing of the Base;
- (c) Reduction of the work force; and
- (d) Reorganization.

29.02 Severance pay entitlements for employees appointed to full-time status and for part-time employees are two (2) week's pay for the first (1st) full year of service and one (1) week's pay for each additional year of continuous service, up to a maximum of twenty-eight (28) weeks.

- 29.03 Weekly or monthly pay is calculated using the average of the employee's pay over the previous twenty-six (26) pay periods.
- 29.04 Notice or salary entitlements in lieu of notice:
(a) Probationary employee - 2 weeks; and
(b) Full-time or part-time employee - 1 month.
- 29.05 If the employee is released for one of the reasons stated in Article 29.01, the severance benefits shall not be paid for a period of twelve (12) months unless the employee waives the right to employment recall.
- 29.06 Full-time and part-time employees who have ten (10) or more years of full-time and/or part-time service with the Company whose employment ends because of medical incapacity or death shall receive severance pay equivalent to half (0.5) a week's average weekly pay for each completed year of continuous service to a maximum of fifteen (15) weeks' pay.

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 Company for medical incapacity.

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

ARTICLE 30: GENERAL

Official Texts

- 30.01 Both the English and French texts of this Agreement shall be official. Where there is discrepancy between the versions, the English version shall prevail.

Negotiations

- 30.02 Employees of the bargaining unit will be given electronic access to the collective agreement in the official language of their choice. Where access to the agreement is deemed unavailable or impractical; by an employee, the employee will be supplied with a printed copy of the agreement upon request, it shall be provided within fourteen (14) calendar days.

The Union and the Company shall equally divide the cost of printing the Collective Agreements and the cost of the meeting rooms for negotiations.

- 30.03 In the event that there is a pay error attributable to the Company, the Company agrees to correct the error on the following payroll distribution. The Company agrees to take more immediate corrective action in extenuating circumstances. Cases will be assessed on an individual basis.

ARTICLE 31: DURATION OF AGREEMENT

31.01 This Agreement shall be in force and effect from the date it is ratified to 31 December 2025, and until all provisions of the Canada Federal Labour Program have been expended.

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 agree to sign the Collective Agreement within thirty (30) days of ratification by the Union.

APPENDIX "A" – PAY NOTES

- A. Subject to ratification by the Union and the Company, effective 1 January 2023 the appropriate pay grid outlined in Appendix B will be put into effect. Employees actively on strength as of the date of ratification of this Agreement will be placed on the new pay grid based upon their length of service within their pay band (i.e. employees 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 this grid.
- B. Effective 1 January 2024, the appropriate pay grid outlined in Appendix B will be put into effect.
- C. Effective 1 January 2025, the appropriate pay grid outlined in Appendix B will be put into effect.
- D. 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 on 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.
- E. 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 Company can hire new employees at a rate of pay that is above the start rate. In such cases, the Company will inform the Bargaining Agent 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 month rate a year from their date of hire).

Retroactive Pay

Effective January 1, 2023, the appropriate pay grid outlined at Appendix B will be put into effect. All employees in the bargaining unit who are employed with the Company on the date of ratification of this Agreement and all former employees who ceased working for the Company after December 31, 2022, due to the posting of a military family member to another military facility shall receive full retroactive pay from January 1, 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.

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	48 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 1 Start Rate +12%
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 2 Start Rate +12%
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 3 Start Rate +12%
Pay Band 4	Pay Band 3 Start Rate +1%	Pay Band 3 2-month rate +1%	Pay Band 3 12-month rate+1%	Pay Band 3 18-month rate +1%	Pay Band 3 24-month rate +1%	Pay Band 3 36-month rate +1%	Pay Band 3 48-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 4 48-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 5 48M+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%	Pay Band 6 48M+1%

APPENDIX B – PAY GRIDS


01-Jan-23	START	END PROB	12 MOS	18 MOS	24 MOS	36 MOS	48 MOS
1	\$17.15	\$17.41	\$17.66	\$17.92	\$18.18	\$18.69	\$19.21
2	\$17.32	\$17.58	\$17.84	\$18.10	\$18.36	\$18.88	\$19.40
3	\$17.49	\$17.76	\$18.02	\$18.28	\$18.54	\$19.07	\$19.59
4	\$18.00	\$18.27	\$18.54	\$18.81	\$19.08	\$19.62	\$20.21
5	\$18.30	\$18.57	\$18.85	\$19.12	\$19.40	\$20.34	\$22.39
6	\$18.69	\$19.05	\$19.68	\$19.97	\$20.84	\$22.18	\$24.43
7	\$19.35	\$19.65	\$20.27	\$21.77	\$22.61	\$24.31	\$26.78

01-Jan-24	START	END PROB	12 MOS	18 MOS	24 MOS	36 MOS	48 MOS
1	\$17.49	\$17.75	\$18.02	\$18.28	\$18.54	\$19.07	\$19.59
2	\$17.67	\$17.93	\$18.20	\$18.46	\$18.73	\$19.26	\$19.79
3	\$17.84	\$18.11	\$18.38	\$18.65	\$18.91	\$19.45	\$19.99
4	\$18.36	\$18.64	\$18.91	\$19.19	\$19.46	\$20.01	\$20.61
5	\$18.67	\$18.95	\$19.23	\$19.51	\$19.79	\$20.75	\$22.84
6	\$19.06	\$19.43	\$20.07	\$20.37	\$21.26	\$22.62	\$24.92
7	\$19.74	\$20.05	\$20.68	\$22.21	\$23.06	\$24.79	\$27.32

01-Jan-25	START	END PROB	12 MOS	18 MOS	24 MOS	36 MOS	48 MOS
1	\$17.84	\$18.11	\$18.38	\$18.65	\$18.91	\$19.45	\$19.98
2	\$18.02	\$18.29	\$18.56	\$18.83	\$19.10	\$19.64	\$20.18
3	\$18.20	\$18.47	\$18.75	\$19.02	\$19.29	\$19.84	\$20.39
4	\$18.73	\$19.01	\$19.29	\$19.57	\$19.85	\$20.41	\$21.02
5	\$19.04	\$19.32	\$19.61	\$19.90	\$20.18	\$21.17	\$23.30
6	\$19.44	\$19.82	\$20.47	\$20.78	\$21.68	\$23.08	\$25.42
7	\$20.14	\$20.45	\$21.09	\$22.65	\$23.52	\$25.29	\$27.86

For the Union

For the Employer

 _____ Melissa Cybulski	 _____ Ian Poulter
 _____ Rebecca Park	 _____ Kassandra Shushack
 _____ Sean Carroll	 _____

LETTER OF UNDERSTANDING #1

The Company, 8 Wing Trenton 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 Company 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.

This letter of understanding will form part of the Collective Agreement.

LETTER OF UNDERSTANDING #2

Re: Mileage Allowance

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

This letter will form part of the Collective Agreement.

LETTER OF UNDERSTANDING #3

Re: Education and Training Trust Fund Contributions

The Company shall contribute Three Hundred Dollars (\$300.00) on 2 September 2023, a further Three Hundred Dollars (\$300.00) on 2 September 2024, and a further Three Hundred Dollars (\$300.00) on 2 September 2025 to the Union's Education and Training Trust Fund.

This letter of understanding will not form part of the Collective Agreement.

LETTER OF UNDERSTANDING #4

Re: Statutory Holidays

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

This letter of understanding will form part of the Collective Agreement.

LETTER OF UNDERSTANDING #5

Re: Bargaining Unit Work

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

Additional Hours

Employees in the Bargaining Unit who request additional hours in writing 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 reduce 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, maternity 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.

Casual employees shall not normally work in excess of 13 and 1/3rd hours per week except in circumstances where Bargaining Unit employees are not available to work.

Part-time Bargaining Unit employees shall be scheduled the longer shift on any particular day where a casual employee is scheduled as well, subject to the part-time employee being available and the parties further agree that such scheduling shall not result in an employment status change for the employee.

The Company commits to reviewing the distribution of its existing workforce, particularly as it relates to casual employees and the use of casual positions. Prior to 31 January 2020, the Company shall meet with the Union for the purpose of identifying specific positions at outlets that may be converted to unionized positions. In any event effective immediately and wherever possible, the Company will attempt to redistribute the hours of work amongst existing Bargaining Unit positions, based on operational requirements.

LETTER OF UNDERSTANDING #6

Re: Joint Labour Management Committee Meeting

The Union and Management shall meet at 8 Wing Trenton within sixty (60) days of the ratification date to discuss specific issues deferred by the Union and management during collective bargaining.

LETTER OF UNDERSTANDING #7

Re: Student Employees

It is recognized and understood that the Company engages students annually in a governmental program and informs the Union in writing prior to these engagements. This letter will confirm that these students do not in any way diminish hours of work for Bargaining Unit employees or displace the Bargaining Unit employees.

LETTER OF UNDERSTANDING #8

Re: Scheduling of Full-time Employees

The Company agrees that subject to operational requirements for the life of this Agreement ending December 31st, 2022 it intends to schedule its full-time employees in accordance with past practices.

LETTER OF UNDERSTANDING #9

Employees agree to provide the Company with as much notice of appointments as possible prior to the posting of the work schedule for the week in question. In turn, subject to operational requirements, the Company may grant a request for modified scheduling arrangements to allow the employee to attend such an appointment without losing hours as a result of the requested schedule modification to attend the appointment. Subject to Article 11:11.

LETTER OF UNDERSTANDING #10

Re: Multiple Employment

- (1) With the approval of managers of the applicable outlets and subject to the conditions of this Letter of Understanding, interested and qualified employees within the Bargaining Unit can engage in multiple employment by working additional hours in a casual position different from their substantive position. The employee will be required to sign a Multiple Employment Agreement prior to commencing additional hours in a casual position (the MEA).
- (2) A Bargaining Unit member who applies for a casual position must identify to the hiring manager, and to the manager of their substantive position, that they are seeking multiple employment pursuant to the terms of this Letter of Understanding. The approval of both said managers will be required before the applying Bargaining Unit member will be granted an interview for the sought casual position.
- (3) The parties agree that the purpose of this Letter of Understanding is to allow employees the ability to work additional hours for the Company 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 as per the MEA(s) will not be included in the determination of the employee's status.
 - (b) The employee will have no seniority in their MEA position nor will the time worked in the MEA 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 MEA position. The employee's priority is to their substantive 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 MEA position, the employee shall be paid the rate of pay associated with the MEA position.
 - (e) The compensation received while working in the MEA position will not be subject to Union dues, if applicable.

- (f) The hours and compensation from the MEA 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 Worker's Compensation benefits, designated holiday pay, calculation of paid leave or the accrual of vacation pay). Further, the hours worked in the MEA position will not be considered overtime hours and will be excluded from the calculation of the employee's entitlement to overtime pay.
- (g) The employee is not entitled to take paid leave from the MEA position or use any paid leave from their substantive position towards leave in the MEA position.
- (h) 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 MEA position. Further, the employee may not perform work in the MEA position while on an approved leave (whether paid or unpaid) from the substantive position.
- (i) In the event the employee is subject to any disciplinary action resulting from misconduct while in either position, subject to the provisions of Article 22 of the Collective Agreement, such measures will apply to both the employee's substantive and the MEA position and will be taken into consideration when determining any future disciplinary action relating to either the employee's substantive or MEA position. Further, in the event that the employee is discharged from employment for misconduct or for reasons attributable to the employee, such discharge will apply to both the employee's substantive and MEA position.
- (j) Issues related to job performance (such as competency) in the MEA position shall in no way impact the employee's status or record in their substantive position.

LETTER OF UNDERSTANDING #11

Re: Hours Averaging and Leave Entitlements for Full-Time Employees

Full-time employees who work fewer than five (5) days a week, but work consistently the same total number of hours per week, will not lose any entitled remuneration. Should the application of the Company's policies on the calculation of benefits and earned leave result in any potential pay inequities, the Company will endeavor to rectify such inequities.

LETTER OF UNDERSTANDING #12

Re: Scheduling of Work on a Designated Holiday

For employees in the outlet of Accommodations (Housekeeping and Maintenance), where operationally possible, and subject to Company discretion, the Company will schedule work on a designated holiday based on seniority.

LETTER OF UNDERSTANDING #13

Re: Posting Casual Vacancies

The Company agrees to post its casual vacancies. The Company shall consider the application of a Bargaining Unit member, in accordance with the provisions of letter of understanding # 11, prior to considering a non-Bargaining Unit member for the position.

LETTER OF UNDERSTANDING #14

Re: Pay Equity

The Company confirms its intention to engage Unions in developing pay equity plan(s) in accordance with the federal Pay Equity Act and relevant regulations upon such regulations coming into force.

LETTER OF UNDERSTANDING #15

Re: Recognition of Prior Service of Families of Canadian Forces members
in the calculation of vacation entitlement

The parties agree to the following:

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


LETTER OF UNDERSTANDING #16

Re: Signing Page for Letters of Intent

The parties agree by signing this Letter of Agreement that they are signing and agreeing to all the Letters of Agreement being part of the Collective Agreement.

For the Union

For the Employer

 _____ Melissa Cybulski	 _____ Ian Poulter
 _____ Rebecca Park	 _____ Kassandra Shushack
 _____ Sean Carroll	 _____