

AGREEMENT

BETWEEN

**HER MAJESTY IN RIGHT OF CANADA
AS
REPRESENTED BY**

**THE STAFF OF THE NON PUBLIC FUNDS
CANADIAN FORCES**

AND

**THE PUBLIC SERVICE ALLIANCE OF CANADA
GROUP: OPERATIONAL CATEGORY (ALL EMPLOYEES)
CANADIAN FORCES BASE KINGSTON**

EXPIRY DATE: 30 JUNE 2015

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ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to establish and maintain harmonious relationships between Her Majesty in right of Canada as represented by the Staff of the Non-Public Funds, Canadian Forces, hereinafter referred to as the Employer, the Union and the employees and to set forth herein the terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02 The parties to this Agreement share a desire to improve the quality and to increase the efficiency of the services provided and to promote the well being of the employees.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Public Service Alliance of Canada, certified by the Public Service Staff Relations Board on 10 June 1982, as exclusive Bargaining Agent for all employees of the Employer in the Operational Category employed at Canadian Forces Base Kingston, Ontario save and except managers.

ARTICLE 3 – INTERPRETATION AND DEFINITIONS

- 3.01 For the purpose of this Agreement:

- (a) Full time employee means an employee who has completed his/her probationary period and is employed on a continuing basis for thirty two (32) or more hours per week. Continuing basis is defined as thirteen (13) consecutive weeks.
- (b) Part time employee means an employee who may be employed on a continuing basis but works less than thirty two (32) hours per week and more than thirteen and one-third (13 1/3) hours per week. Continuing basis is defined as thirteen (13) consecutive weeks.
- (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 not exceed:
- | | | |
|--------------------|---|------------------|
| (1) Supervisory | - | four (4) months |
| (2) Non Supervisor | - | three (3) months |

Notwithstanding the above, the probationary period may be extended under exceptional circumstances with the consent of the Employer and the Union.

(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.

Term employees are to be hired in accordance with the provisions of Article 13.04 of the present Agreement.

ARTICLE 4 – STATE SECURITY

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

ARTICLE 5 – MANAGERIAL RIGHTS

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

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

and it is expressly understood that all such rights and responsibilities not specifically covered or modified by this

Agreement shall remain the exclusive rights and responsibilities of the Employer.

- 5.02 New NPF employees may be released during the probationary period for just cause. The employee will have access to the grievance procedure but may not refer a grievance to adjudication.
- 5.03 Such rights will not be exercised in a manner inconsistent with the express provisions of this Agreement and shall be exercised in a reasonable manner.

ARTICLE 6 – FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

- 6.01 In the event that any law passed by Parliament, applying to employees covered by 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 there upon seek to negotiate substitute provisions, which are in conformity with the applicable law.

ARTICLE 7 – CHECK- OFF

- 7.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues established by the Union from the pay of all employees in the Bargaining Unit. Where an employee does not have sufficient earnings in respect of any pay period to permit deductions, the Employer shall not be obligated to make such deductions from subsequent pay.
- 7.02 For the purpose of applying Article 7.01, deductions from pay for each employee in respect of each pay period will start with the first full calendar month of employment to the extent that earnings are available.
- 7.03 The Employer agrees to remit dues together with a list of employees from whom deductions have been made to the Union at its mailing address by the fifteenth (15th) day following the end of each calendar month except for circumstances beyond the Employer's control. The Employer agrees to supply the Union, including the Local, quarterly, with the name, classification and employment status of each Bargaining Unit employee.
- 7.04 The total Union dues deducted will appear on T4 forms.
- 7.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of the Article except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 8 – APPOINTMENT OF REPRESENTATIVES

- 8.01 The Employer acknowledges the right of the Union to appoint employees as representatives.
- 8.02 The Employer and the Union shall determine the jurisdiction of each representative, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure.
- 8.03 The Union shall notify the Employer promptly and in writing of the names and jurisdiction of its representatives.

ARTICLE 9 – LEAVE FOR REPRESENTATIVES AND ACCESS TO PREMISES

- 9.01 A representative shall obtain the permission of his/her manager through his/her immediate supervisor, before leaving his/her work to investigate issues that lie within the jurisdiction agreed to at Article 8, to meet with Management for the purpose of dealing with grievances and to attend meetings called by Management. Such permission will not be unreasonably withheld. The representative shall report back to his/her manager or immediate supervisor, where practicable, before resuming his/her normal duties.
- 9.02 The Employer agrees that accredited officials of the Union may be granted access to the Employer's premises upon request and following the consent of the Base Commander or his/her delegate. Such approval shall not be unreasonably withheld.
- 9.03 The Union's meetings shall be held outside the hours of work of the employees and outside the premises of the Employer. However, the Employer may permit the Union to use the Employer's premises outside the hours of work of the employees for conducting its meeting, where refusal to grant permission would make it difficult for the Union to convene a meeting. The Union shall ensure the orderly and proper conduct of its members who attend such meetings on the Employer's premises and agrees to be responsible for leaving facilities in good order after use.
- 9.04 The Union shall notify the Employer promptly and in writing of the names and positions of its accredited officials.
- 9.05 A representative will not receive pay for time spent performing the tasks outline in Article 9.01 during their regular scheduled time off.

- 9.06 When operational requirements permit, the Employer will grant leave without pay to a maximum of four (4) employees for the purpose of attending negotiation meetings and preparatory negotiation meetings, conciliation board or arbitration tribunal meetings concerning Local 681.
- 9.07 Subject to operational requirements the Employer will grant leave without pay to employees to attend Union related conferences and conventions or for other purposes related to union duties. The Employer shall act in a reasonable manner in the application of this article. The amount of leave without pay shall be taken in accordance with article 16.09.

ARTICLE 10 – HEALTH AND SAFETY

- 10.01 The Employer will continue to make reasonable provisions for the Occupational Safety and Health of Employees.
- 10.02 The Employer and the Union agree that the provisions on Part II of the Canada Labour Code, as may be amended from time to time, apply for the purposes of Occupational Safety and Health.

10.03 WORKPLACE VIOLENCE

Part of the Canada Occupational Health and Safety Regulations which deal with prevention of violence in the workplace apply for the purposes of health and safety. Workplace violence is defined as any action, conduct, threat or gesture of a person towards an employee in their workplace that can reasonably be expected to cause harm, injury or illness to that employee. When an employee has suffered violence in the workplace the Employer will immediately investigate the situation in accordance with the steps outlined in Canada Labour Code Part II, Part XX of the Canada Occupational Health and Safety Regulations and any other relevant jurisdictional policies and procedures. The Employer will keep the appropriate Union representatives informed of ongoing developments for each situation under investigation. All incidents shall be reported at joint Occupational Health and Safety Committee meetings.

10.04 HARASSMENT

- a. The parties recognize that the Employer has a policy and guidelines regarding the prevention of harassment that allows its employees the substantive right to grieve or file a harassment complaint for issues involving harassment, including sexual harassment and abuse of authority (such as retribution for reporting abuses of office or “whistle-blowing”), as defined in the policy. This policy protects the rights of

employees to work in an environment free from such harassment as defined under the Canadian Human Rights Act and confirms that harassment will not be tolerated in the workplace. The Employer's guidelines confirm that retaliation against any individual for reporting harassment, for providing testimony as a witness in a harassment investigation or for assisting a complainant or respondent in the resolution of a harassment complaint, shall not be permitted or tolerated.

b. For information purposes, the policy currently defines "harassment" as "any unwelcome and improper conduct by an individual that is directed at and offensive to another person or persons in the workplace and which the individual knew or ought to have reasonably known would cause offence or harm. It comprises any objectionable act, comment or display that demeans, belittles or causes intimidation or threat. It includes harassment within the meaning of the *Canadian Human Rights Act*.

c. In accordance with the Employer's harassment policy and guidelines, at the request of a complainant or respondent to a harassment complaint and subject to the requirements of the *Access to Information Act* and *Privacy Act*, the Employer shall provide the complainant and/or respondent with an official copy of the harassment complaint investigation report.

d. The Employer and the Union agree that this Article does not create any substantive rights outside of those created in the Employer's policy and that the terms of the Employer's harassment policy and guidelines, dated 12 May 2006, as agreed to by UNDE, do not form part of this agreement. The Employer confirms its intention to maintain a harassment policy and consult with UNDE regarding any amendments to the policy. A copy of the revised policy will be provided to PSAC and UNDE.

- 10.05 An annual allowance of one hundred dollars (\$100.00) shall be provided to those employees who are required to wear safety footwear under the provisions of Part II of the Canada Labour Code, as may be amended from time to time. This allowance shall be payable once per year upon presentation of proof of purchase.

In the case where the employee has not used his/her annual allowance of one hundred dollars (\$100.00) the allowance can only be carried over to the following year to a maximum of two hundred dollars (\$200.00).

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 will include a period of seven (7) consecutive days starting at 0000 hours Monday and ending the following Sunday at 2400 hours.
- 11.02 Where scheduled hours are to be changed so that they are different from those presently in existence, the Employer, except in cases of emergency, shall consult in advance with the Union on such proposed hours of work. The Employer will, where practicable, accommodate such employee representations that may be conveyed by these representatives.
- 11.03 A work schedule shall be posted on the appropriate bulletin board showing the scheduled working hours for each employee covered by this Agreement for the following week. The Schedule shall be posted by Thursday of each week. If a schedule is not posted by Thursday, the schedule for the previous week shall apply, however the rescheduling shall not adversely affect an employee's entitlement under Article 11.06. After Thursday no changes in schedule for the following week shall be made, except where changes are necessary due to circumstances beyond the control of the Employer. Where such changes are necessary, the employee shall be given notice as far in advance as possible.
- 11.04 (a) employees working six (6) consecutive hours are entitled to an unpaid meal period of not less than thirty (30) minutes, and no more than sixty (60) minutes. The meal period shall be scheduled as close to the mid-point of the work period as possible. Except in those operations, which normally employ only one person, the meal periods shall be uninterrupted.
- (b) The meal period in operations that employ only one (1) person shall remain as per past practice unless changes are mutually agreed upon.
- (c) Upon written request of an employee where the employee has obtained the Bargaining Agent's concurrence, and with the approval of the Employer, this provision may be rendered void for a specific period of time.
- 11.05 Provided sufficient advance notice is given in writing and with the approval of the Supervisor, employees may exchange shifts if there is no increase in cost to the Employer.

- 11.06 Once in every two (2) week period, employees shall be scheduled two (2) consecutive days off, which shall be either a Friday-Saturday, Saturday-Sunday or Sunday-Monday combination at the discretion of the Employer. Upon written request of an employee and with the approval of the Employer and consultation with the Local, this provision may be rendered void for a specific period of time.
- 11.07 If an employee is scheduled to work in accordance with Article 11.03 and he/she reports to work and there is no work available, she/he shall be paid a minimum of three (3) hours pay at his/her regular rate.
- 11.08 Where the Employer determines there is a clear-cut need, wash- up time, up to a maximum of ten (10) minutes will be permitted immediately before the end of a work day.
- 11.09 Nothing in this Agreement shall be construed as guaranteeing an employee minimum or maximum hours of work.
- 11.10 Work stoppages caused by a major storm or any unforeseen occurrences will be compensated as follows:
- (a) Employees advised by the Employer not to report to work will be paid for the scheduled work hours at the regular rate of pay; and
 - (b) Employees who are at work and are sent home by the Employer will be paid for the balance of the scheduled shift at the regular rate of pay.
- 11.11 Additional hours which become available will be offered first to Bargaining Unit employees in their job title in their outlet, based on seniority, provided the additional hours do not result in overtime, do not conflict with existing schedules and do not change the status of the employee or in the payment of premium pay. Available additional hours are those hours, which become available due to scheduled or unscheduled absences of Bargaining Unit employees or changes in operational requirements.
- 11.12 Provided they are available to work the hours required, employees shall not be scheduled to work less hours than junior employees in the same job title and in the same outlet.
- 11.13 All work schedules shall be written in ink.
- 11.14 No employee shall be required to work a new shift unless a minimum of eight (8) hours has passed since the previous day's work period ended unless otherwise mutually agreed.

ARTICLE 12 – OVERTIME

12.01 When an employee is required to work in excess of the normal hours of work stipulated in 11.01 and, in the case of a full-time employee also Article 11.03, he/she is entitled to overtime compensation for each completed period of fifteen (15) minutes of overtime worked by him/her at the rate of time and one-half (1 ½) except as provided in subsection (a), (b) and (c).

(a) Double time for all overtime worked in excess of eight (8) overtime hours on the normal working day;

(b) Double time for all overtime worked in excess of eight (8) consecutive overtime hours on a day of rest; and

(c) Double time for overtime on the second day of rest provided that the second day of rest is contiguous with the first day of rest.

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

Employees placed in acting positions in accordance with Article 18.02a and 18.02b of this agreement shall be compensated for overtime as per Article 12. Overtime must be approved in advance.

12.02 Overtime shall be compensated in money except where, on request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay within sixty (60) days of the overtime worked. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

12.03 Overtime shall be offered first, to the employee with the most seniority on the shift in the outlet, which requires the work, provided the employee is capable of performing the work. If no employee wishes to work the overtime, the Employer shall assign the work to a junior employee provided he/she is capable of performing the work.

12.04 Meal Allowance

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

(1) immediately before the employee's scheduled hours of work; or

(2) immediately following the employee's scheduled hours of work

and who has not been notified of this requirement prior to the completion of their previous shift shall be reimbursed for one (1) meal in the amount of ten dollars (\$10.00) except where meals are provided by the Employer. Reasonable time, to be determined by the Employer shall be allowed the employee in order that the employee may take an unpaid meal break either at or adjacent to the employee's place of work.

ARTICLE 13 – SENIORITY

13.01 Definitions

- (d) Outlets. The seniority of an employee with regards to layoff, recall from layoff or any other provision set out in this article shall be by outlet. The Operational Category Bargaining Unit shall be divided into the following operations called outlets:

CANEX Retail
CANEX ExpressMart
RMC CANEX
Base Food Services
Vimy Officers' Mess
Fort Frontenac Officers' Mess
Senior Staff Mess
WOs' and Sgts' Messes
JR Ranks Messes
Garrison Golf and Curling Club
CMRC (Cadet Mess Recreation Centre)
Garrison Lanes
Community Centre
KMCSC

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

- (a) voluntarily leaves his/her employment with the Employer;
- (b) is discharged for just cause;
- (c) has been laid-off for a continuous period of twelve (12) months;
- (d) has been laid-off and is recalled to work and fails to return to work or to give in writing valid reasons for his/her inability to do so within five (5) working days of the date he/she had been requested by the Employer, in writing by registered mail, to return to work. In order to be eligible

for recall from lay-off the employee must provide the Employer with his/her current mailing address and telephone number;

(e) overstays a period of leave granted by the Employer in accordance with Articles 15 and/or 16 without securing an extension of such leave; or

(f) is absent from work for more than three (3) working days without securing leave in accordance with Articles 15 and/or 16 or without producing evidence of a valid reason satisfactory to the Employer. It is understood and agreed that this Article does not permit or sanction any absences without reasons satisfactory to the Employer.

g) in the case of a Term Employee, at the expiry of their employment term or at such other date as permitted by their letter of offer;

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

13.04 13.04.(a) Vacancies created by the departure of an employee, reclassification of a position or the creation of a new position will be filled accordingly:

(1) The vacancy shall be offered first, on the basis of seniority to any employee on the layoff list of the outlet concerned provided he/she is of the same classification of the vacant position or higher and provided they have the necessary education, experience, ability, and skill to do the job required.

(2) If the vacancy cannot be filled in accordance with Article 13.04 (a) (1) above a notice of competition shall be posted for five (5) working days on notice boards and interested employees shall apply in writing to the responsible officer named in the poster. An employee in the outlet where the vacancy occurs shall be given first opportunity to fill the position provided he/she has the education, experience, ability and skill to do the job required. Where the Employer determines that there is more than one (1) employee in the outlet concerned with equal qualifications to fill the vacancy, the more senior employee will be given preference.

(3) If the vacancy cannot be filled in accordance with Article 13.04 (a)(2) above then an employee in the Bargaining Unit

shall be given first opportunity to fill the position provided he/she has the education, experience, ability and skill to do the job required. Where the Employer determines there is more than one (1) employee in the Bargaining Unit with equal qualifications to fill the vacancy, the more senior employee will be given preference.

- (4) Following the foregoing if there is no qualified applicant, the Employer may appoint any person it desires to fill the position.

- 13.05 If, at any time within sixty (60) days of being awarded the job in accordance with article 13.04, the employee requests to be returned to his/her former job or the employee cannot satisfactorily perform the job, he/she shall be returned to his/her former position or a similar position and former wage rate without loss of seniority.
- 13.06 Only an employee who applied for a competition and was not selected at the stage in the process outlined in 13.04 above at which he/she entitled to be considered may submit a grievance regarding the competition. The grievance must be submitted at the first level of the grievance procedure within the ten (10) working days following the day on which the employees were advised of the name of the successful candidate.
- 13.07 When a full-time employee is laid-off due to lack of work and there is part-time work available in the Bargaining Unit, if the full-time employee so requests, he/she shall be given preference to work such part-time work if he/she is able and qualified to perform such work. He/She shall be paid at the hourly rate of pay of the job title of the part-time work. A full-time employee who works part-time hours in accordance with this article will retain seniority as a full-time employee for twelve (12) months. At the end of this period the full-time employee will be given the choice of accepting severance pay and termination of employment or conversion to part-time status with the maintenance of all seniority accrued as a full-time and part-time employee.
- 13.08 Within sixty (60) days of the signing of this Collective Agreement a separate seniority list for full-time and part-time employees shall be posted in outlets for a period of three (3) weeks in accordance with Article 13.01. The seniority date for each employee shall be considered correct if no objection is made within three (3) weeks of the first day of the posting of the initial list on which the employee's name appears. The Employer shall provide Local 681 with revised seniority lists semi-annually.

13.09 In this article, the Employer is to be the judge of ability and qualifications and agrees that such decisions will not be made in an arbitrary or discriminatory manner.

ARTICLE 14 – DESIGNATED HOLIDAYS

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

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Sovereign's Birthday (Victoria Day)
- (e) Canada Day
- (f) First Monday in August
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day
- (l) One additional holiday when proclaimed by an Act of Parliament as a National Holiday

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

14.03 The method of granting designated holidays varies when a full-time employee is employed either in a continuous or a non-continuous operation. The definition of continuous operation which would apply to employees is any operation or service normally carried on without regard to Saturdays, Sundays or designated holidays. This would include Messes, snack bars, bowling alley and golf and curling club operations and any other operations as applicable.

14.04 When a full-time employee is engaged in a continuous operation, and is entitled to a holiday on which he/she is required to work, the following applies:

- (a) The employee shall be paid, in addition to his/her regular rate of pay for that day, at one and one half times (1 ½) his/her regular rate of pay for the time worked by him/her on that day; or
- (b) The employee shall be paid at one and one half (1 ½) times his/her rate of pay for the hours worked on the designated holiday and be given a day off with pay at some other time which may be by way of addition to his/her annual vacation or at a time convenient to him/her and the Employer.

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

- (a) When a holiday falls on a day that is a non-working day for a full-time employee, the employee is entitled to and shall be granted a holiday with pay at some other time. This may be by way of an addition to his/her annual vacation or granted as a holiday with pay at a time convenient to him/her and his/her Employer. Except that, when New Year's Day, Canada Day, Remembrance Day, Christmas Day or Boxing Day falls on a Sunday or Saturday that is a non-working day, the employee is entitled to and shall be granted a holiday with pay on the working day immediately preceding or following the designated holiday.
- (b) A full-time employee who is required to work on a day on which he/she is entitled to a holiday with pay shall be paid in addition to his/her regular rate of pay for that day, at one and one half times (1 ½) his/her regular rate of pay for the time worked by him/her on that day.

14.06 A full time employee shall be paid for holidays mentioned in 14.01 unless they are absent on their scheduled day of work prior to or following the holiday subject to the following:

- (a) Employees who are sick on either days mentioned in 14.01 above shall be entitled to the paid holiday provided the employee provides proof of the illness or injury, if requested by the Employer during the period of illness or injury; and
- (b) Employees on leave with pay or leave of absence for Union business not in excess of two weeks on either of the days mentioned in 14.01 above shall be paid for the holiday.

14.07 A full-time employee is not entitled to pay for a designated holiday that occurs in his/her first thirty (30) calendar days of employment the Employer. If the employee does not work on that day, but if he/she is required to work on the designated holiday he/she shall be paid at a rate at least equal to one and one-half (1 ½) times his/her regular rate of pay for the time worked by him/her on that day.

14.08 A full-time employee who is required to work on a designated holiday shall be paid his/her holiday pay if entitled as per article 14.06 and one and one half (1 ½) times his/her hourly rate for the

first eight (8) hours worked by him/her on that day and two (2) times his/her hourly rate of pay for all hours worked thereafter.

14.09 When a full time employee works on a holiday following a day of rest on which he/she also worked and received overtime in accordance with clause 14.08, he/she shall be paid in addition to the pay that he/she would have been granted had he/she not worked on the holiday, two (2X) times his/her hourly rate of pay for all time worked.

14.10 Upon completion of thirty (30) days of employment, part-time employees shall be paid four percent (4%) of net regular earnings as designated holiday pay every second pay period. If a part time employee works on a designated holiday, the employee will be paid at the rate of one and one half (1 ½) their rate of pay for the hours worked on that day.

ARTICLE 15 – VACATION LEAVE

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

Continuous Full Time Employment	Entitlement
In the 1 st year of continuous full time employment	10 working days
In the 2 nd to 7 th year of continuous full time employment	15 working days
In the 8 th to 15 th year of continuous full time employment	20 working days
In the 16 th to 17 th year of continuous full time employment	23 working days
In the 18 th to 26 th year of continuous full time employment	25 working days
In the 27 th year of continuous full time employment	27 working days
On the completion of 28 years	30 working days

continuous full time employment

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

- 15.02 On termination of employment or death, the employee or his/her estate is entitled to any vacation pay owed to him/her 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 his/her current wage.
- 15.03 Calculations shall be based on the anniversary date of employment of the employee.
- 15.04 Subject to operational requirements the Employer shall make every reasonable effort to schedule an employee's vacation at a time acceptable to him/her, based on seniority.
- 15.05 An employee shall give the Employer at least fourteen (14) calendar days notice in writing regarding the actual dates on which he/she desire to take his/her vacation, if the period of vacation is in excess of five (5) days.
- 15.06 Vacation leave shall not be cumulative from year to year under normal circumstances.
- 15.07 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 the next vacation period with the approval of the Base Commander or his delegate. Applications for vacation carry-over shall be submitted in writing.
- 15.08 The normal vacation period shall commence on May 30 and end on September 30. However, this does not preclude an employee from requesting vacation provided the Employer determines that it would not interfere with operational requirements.
- 15.09 When any holiday as defined in article 14.01 falls within the employee's paid vacation period the employee will be permitted to take one (1) extra day of vacation with pay consecutive with his vacation for each designated holiday.
- 15.10 The vacation schedule shall be posted prior to the vacation period and such vacations will be granted on the basis of seniority in the outlet. A senior employee will not be able to require a holiday period already selected by an employee whose vacation request was approved by the Employer.

- 15.11 Subject to operational requirements, the Employer may schedule the Saturday prior to the commencement of an employee's vacation period as the employee's Saturday off in that four (4) week period.
- 15.12 Where, in respect of any period of vacation leave with pay, an employee is granted sick leave on production of a medical certificate, the period of vacation leave with pay so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.
- 15.13 Vacation is only earned while an employee is drawing pay except that authorized periods of leave without pay that do not exceed two (2) continuous weeks may be counted as time earning vacation.
- 15.14 An employee is entitled to be informed, upon request, of the balance of his/her vacation entitlement.
- 15.15 Notwithstanding the above provisions, an employee converting from part-time to full-time status at CFB Kingston may count his/her previous continuous part-time employment at CFB Kingston towards full-time vacation entitlement as follows:
- (a) Less than five (5) years of continuous part-time service – one half (1/2) of the previous service.
 - (b) Five (5) or more years of continuous part-time service – all of the previous service.
- 15.16 An employee is entitled to vacation leave with pay to the extent of his/her earned credits provided he/she has completed six (6) months of continuous employment.

ARTICLE 16 – LEAVE GENERAL

Sick Leave Plan

- a. All full-time employees who have completed their probation period and are medically unfit to work because of a non-work related illness or injury are included in this plan.

b. Sick leave benefits provide the employee with salary protection as follows:

Continuous Full-time Employment	Entitlement
Upon completion of Probation	17 weeks at 100% of salary

- c. The following conditions govern the entitlement to sick leave:
- i. The employee must contact their immediate supervisor on the first day of absence indicating the reason for the absence and the expected date of return;
 - ii. A medical certificate signed by a doctor must be provided for each absence in excess of five (5) working days. The Employer reserves the right to require a medical certificate for any period of illness provided that he/she is advised that he/she is required to produce a medical certificate before he/she returns to work. Prolonged or frequent illness may require additional certificates, at the expense of the Employer, from the employee's doctor or a doctor mutually agreed upon.
 - iii. Maternity leave is excluded from the sick leave plan.
- d. If, prior to the expiration of his/her seventeen (17) weeks of sick leave, the employee is affected by the same illness during the first thirty (30) days following the employee's return to work, it will be considered as a continuation of the original disability.
- e. An employee who has exhausted his/her seventeen (17) weeks of sick leave will have his/her full paid sick leave benefits reinstated for the same illness/injury after he/she has returned from sick leave or LTD to his/her regular full-time employment for seventeen (17) consecutive weeks for the same -illness/injury. Prior to that, if the employee remains medically unfit to work for the same illness he/she may be eligible for Long Term Disability (LTD) benefits provided that he/she meets the eligibility criteria of the LTD Plan.
- f. An employee will have his/her full paid sick leave benefits reinstated for a different illness/injury after he/she has returned from sick leave to his/her regular full-time employment for (5) five continuous working days.

16.01 Notwithstanding the above provisions, an employee converting from part-time to full-time status at CFB Kingston may count his/her previous continuous part-time employment at CFB Kingston towards sick leave entitlement as follows:

- (a) Less than five (5) years of continuous part-time service – one half (1/2) of the previous service, e.g., four (4) years part-time equals two (2) years full-time; and
- (b) Five (5) years or more of continuous part-time service – all of the previous service, e.g. six (6) years part-time equals six (6) years full-time.

16.02 **Maternity, Parental and Adoption Leave**

- (a) Any employee who has completed six (6) months of continuous service to the Employer has the right to leave without pay in the following circumstances:

An employee who provides the Employer with a qualified doctor's certificate attesting that she is pregnant is entitled up to seventeen (17) weeks of leave beginning at the earliest eleven (11) weeks before the estimated termination date of her pregnancy and ending at the latest seventeen (17) weeks after the date of delivery;

Parental Leave and Adoption Leave

- (b) Where an employee has or will have the actual care and custody of a newborn child or adopts a child, that employee is entitled to and shall be granted a leave of absence from employment of up to thirty-five (35) weeks, commencing, as the employee elects:
 - 1) in the case of a female employee on the expiration of any leave of absence taken for maternity purposes, or on the day the child is born or comes into her care and custody,
 - 2) in the case of a male employee on the expiration of any leave of absence granted to the mother for maternity leave, or on the day the child is born or comes into his actual care and custody.
 - 3) This leave may be taken at any time in the fifty-two (52) weeks following the time the child is born or is placed in the adoptive parents home.

- (c) where the employee's child is born with or contracts a condition that requires hospitalization within the period defined in (a) and (b) above and the employee returns to work during all or part of any periods during which the newborn is hospitalized, the employee may resume the leave to the extent provided in (a) and (b) above, subject to operational requirements.
- (d) an employee may elect to use earned vacation and compensatory leave credits up to and beyond the date that the pregnancy terminates.
- (e) The aggregate amount of parental leave and adoption leave that may be taken by two employees for childcare responsibilities will not exceed thirty-five (35) weeks.
- (f) Every employee is to give at least four (4) weeks notice in writing to the Employer of the intent to take leave pursuant to clause 16.03 and of any change in length of leave intended to be taken.
- (g) An employee returning from leave provided pursuant to clause 16.03 shall be reinstated into the position occupied at the time the leave commenced, or if the position no longer exists, in a comparable position in the same location, with not less than the same wages and benefits. If during the period of leave, the salary and benefits of the group to which the employee belongs are changed as a result of a reorganization, and/or renewal of the Collective Agreement, the employee is entitled upon return from leave to receive the same salary and benefits that the employee would have received had she been working when the reorganization and/or renewal of the Collective Agreement took place. An employee on leave will be notified in writing if such a change occurred.
- (h) Leave granted under this clause shall be counted as "service" for purposes of benefits in the Agreement. This shall not apply where an employee terminates employment immediately following leave pursuant to clause 16.03.
- (i) During any period of leave under Article 16.03 (a) or (b) the Employer shall continue to pay its applicable share of pensions and group insurance premiums.

Maternity Leave Allowance

- (j) An employee on maternity leave shall be granted a two-week allowance equal to the benefits the employee would receive from Employment Insurance Canada, 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 (93%) percent of their gross pay as averaged over the previous two pay periods, in accordance with the following conditions:

1) After completion of six (6) months continuous employment, an employee who provides the employer 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;

2) following her maternity and/or parental leave, she must return to work for a period of time equal to her maternity leave taken during which the employee received any allowance from the employer (such as the allowance described in article 16.03(j), ie. up to seventeen(17) weeks). If an employee receives the supplement to EI maternity leave benefits and does not return to work for a period of time equal to her maternity leave, she will be indebted to the Employer for the percentage of the supplement she received that is equal to the percentage of time she was required to return to work but did not. (e.g. if an employee receives seventeen(17) weeks of the supplement to her EI maternity leave benefits but only returns to work for five (5) weeks, she must reimburse the Employer for 70.59% of the total supplement she received ((17-5 X 100%).

16.03 Leave for Family Related Responsibilities

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

- (a) To take a dependant 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 his/her absence from work. An employee requesting this leave

provision must notify his/her 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 a 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) The total leave with pay, which may be granted under clause (a), (b), (c), (d), (e), (f) and (g) above shall not exceed five (5) working days in any fiscal year

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

Leave for family related Responsibilities for Part-time Employees

The Employer shall grant up to one (1) day family related leave with pay in a fiscal year to Part time employees under the clauses stated at 16.04 (a), (b), (c), (d), (e), (f), and (g) above.

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

Pay for family related leave shall be calculated based on one-fifth (1/5) of the employees average weekly salary during the two (2) pay periods immediately preceding the leave.

16.04 Court Leave With Pay

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

- (a) in or under the authority of a court of justice or before a grand jury;
- (b) before a court, judge, justice, magistrate or coroner;
- (c) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his position;
- (d) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
- (e) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

the Employer agrees to make up the difference, if any, between the amount paid him/her for witness fees and the amount he/she would have earned had he/she worked on the day he/she was required to appear as a witness. When an employee is summoned under the circumstances described above, he/she shall notify his/her Employer as soon as possible. Where practical, an employee is required to return to work for the remainder of the day or days when dismissed by counsel or the third party.

16.05 Jury Duty

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

16.06 **Compassionate Care**

A full time and part time employee is entitled to a leave of absence, without pay of up to eight (8) weeks to provide care or support to a member of their family who is gravely ill with a significant risk of death within twenty-six (26) weeks. For the purposes of this provision, family member is defined as:

- a) child or the child of a spouse or common-law partner;
- b) wife or husband or common law partner;
- c) father or mother;
- d) father's wife or mother's husband, if the father or mother, as applicable, has remarried;
- e) common-law partner of father or mother, if there has been no remarriage.

When requesting compassionate care leave without pay, the employee must provide a certificate of a qualified medical practitioner indicating that the member of the family is gravely ill with a significant risk of death within twenty-six (26) weeks and that he/she needs a family member to:

- a) provide for psychological comfort or emotional support;
- b) arrange for care by a third party care provider; or
- c) directly provide or participate in the care.

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 he/she been working when the change occurred. An employee on leave will be notified in writing if such a change took place.

Length of service continues to accrue during absences on maternity and parental leave.

An employee on maternity leave may continue group benefits coverage provided the employee pays her share of contributions; NPF shall continue to pay its share of contributions. An employee on compassionate care leave may continue group benefits coverage provided the employee pays both NPF and his/her share of contributions.

An employee shall, along with the request for compassionate care leave, notify NPF in writing of the options concerning the pension and group benefits coverage.

Note: With respect to the Compassionate Care Leave, the employee may also be eligible to receive an Employment Insurance (EI) benefit for a six (6) week period, commencing after a two-week waiting period.

16.07 Leave of Absence Without Pay

An employee may be granted a leave of absence without pay provided he/she receives permission in advance from the Employer in writing. Such leave of absence will not be unreasonably withheld. Under no circumstances shall any leave of absence be approved for a period in excess of six (6) months. During approved periods of absence in excess of two continuous weeks an employee will not be eligible for any of the benefits provided for in this Agreement. Insurance premiums for benefits listed in Article 19.02 may be continued at the request of the employee. The employee will be responsible for both the employee and the Employer share of the premiums. The employee shall be restored to his/her former position or to a similar position at the then prevailing wage rate at the expiration of the leave of absence.

ARTICLE 17 – GRIEVANCE PROCEDURES

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

17.02 The grievance procedure provides an informal or oral complaint stage for employees. Managers are available for private consultations with an employee who wishes to discuss a complaint or grievance. Before a formal grievance is presented, the employee is encouraged to discuss it as an oral complaint with the manager concerned, either privately or, if required, in the presence of a representative of the Union. If the employee is not satisfied with the result of such discussions, a formal grievance may then be presented.

17.03 A three-level grievance procedure is provided to employees. The employer will post on the bulletin boards, the names of the officials designated by the Employer to handle each of the three (3) levels of the Grievance Procedure. The Union is to be supplied with copies of said postings.

- 17.04 Subject to and as provided in Section 206 of the **Public Service Labour Relations Act** as may be amended from time to time, an employee who feels that they have been treated unjustly or consider themselves aggrieved by any action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in Article 17.09 except that,
- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with his/her specific complaint, such procedure must be followed; and
 - (b) where the grievance relates to the interpretation or application of the Collective Agreement or an Arbitral Award, he/she is not entitled to present the grievance unless he/she has the approval of and is represented by the Union.
- 17.05 An employee is not entitled to present a grievance relating to any action taken, direction or regulation given or made on behalf of the Government of Canada, respecting matters involving the safety and security of Canada.
- 17.06 An employee, when submitting a grievance at any level, shall use the NPF Grievance Presentation Form. However, a grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the NPF form or by reason of any technical irregularity. The form is obtainable from the NPF Human Resources Office.
- 17.07 The grievance process applies to employees only, but an employee has the right to be represented by a representative in the grievance procedure at any level and at either, or both, the informal discussion (oral complaint) stage, or when the formal written grievance is being considered.
- 17.08 At the request of an employee who has presented a grievance, a representative shall have the right to consult with the person designated to reply on Management's behalf at any level in the grievance procedure. At levels other than the final level the request for consultation may be made orally.
- 17.09 An employee 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.

All levels in the grievance procedure, except the final level, may be bypassed by the mutual consent of the Base Commander or the Base Commander's delegate, the employee and, where applicable, a representative.

17.10 A grievance shall be presented by an employee:

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

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

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

17.12 When an employee does not receive a response to the grievance within fifteen (15) days, the employee is entitled to submit the grievance to the next higher level.

17.13 The Employer shall reply to an employee's grievance at the first or second level of the grievance process within fifteen (15) days after the grievance is presented, and within twenty-five (25) days where the grievance is presented at the final level.

17.14 The time limits stipulated in the grievance procedure may be extended by mutual agreement between the Employer, the grievor and, where applicable, a representative.

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

- 17.16 An employee may abandon a grievance at any stage in the process by written notice to the officer who is designated to receive and to reply on behalf of the Employer at Level One (1) of the grievance process.
- 17.17 An employee 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 Base Commander or his/her delegate, it was not possible for the employee to comply with the prescribed time limits.
- 17.18 Where an employee has presented a grievance up to and including the final level with respect to disciplinary action resulting in discharge, suspension or a financial penalty, and the grievance has not been dealt with to the employee's satisfaction, they may refer the grievance to adjudication in accordance with the provisions of the **Public Service Labour Relations Act** and Regulations, as may be amended from time to time.
- 17.19 When a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him/her of a provision of a Collective Agreement or an Arbitral Award, the employee is not entitled to refer the grievance to adjudication unless the Union for the Bargaining Unit to which the Collective Agreement or Arbitral Award applies signifies in prescribed manner:
- (a) its approval of the reference of the grievance to adjudication; and
 - (b) its willingness to represent the employee in the adjudication proceedings.

ARTICLE 18 – PAY ADMINISTRATION

- 18.01 Employees are entitled to be paid for services rendered at a rate of pay specified in the Pay Schedule of Appendix "A" for the classification of the position to which they are appointed.
- 18.02 (a) When an employee is appointed in writing by the Employer to temporarily perform the duties of a higher classification in the Bargaining Unit, he/she shall be paid as if he/she has been appointed to that higher classification level for that period from the first (1st) day.
- (b) When an employee is appointed, in writing, by the Employer to temporarily perform the duties of an Employee outside the

Bargaining Unit, he/she shall be paid at his/her regular rate plus an additional twenty (20) percent that period from the first (1st) day.

- 18.03 An employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of pay.
- 18.04 An employee shall not have his/her rate of pay reduced by reason of a change in the classification of his/her position that is caused other than by the employee themselves.
- 18.05 When a new job with duties and rate of pay which differs from existing jobs is created within the Bargaining Unit, the Employer will promptly inform the 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 Annex A. Jobs shall be reviewed by the Job Evaluation Committee if the job changes significantly.
- 18.06 An employee recalled from layoff in accordance with Article 13.04, to a classification with a lower rate of pay than the rate of pay of his/her former classification, shall be paid the rate of pay specified in Appendix "A" for the applicable classification. Notwithstanding the foregoing, the employee will retain the seniority of his/her former classification for six (6) months from the date he/she was placed on the layoff list of the outlet concerned.
- 18.07 **Premium Pay**
- (a) Hours worked between 6:00 PM and midnight on Christmas Eve (December 24th), Christmas Day and on New Year's Eve (December 31st), and New Years Day shall be compensated at two (2) times the employee's regular hourly rate.
 - (b) When an employee is required to work seven (7) consecutive days, he/she shall be paid at a rate of pay of not less than one and one half times (1½) his/her regular rate of pay for the first eight (8) hours of work on the seventh (7th) day, and two times (2x) his/her regular rate of pay for all additional hours worked on the seventh (7th) day.
 - (c) No employee will be required to work more than six (6) consecutive days in any work schedule.

18.08 Training Allowance

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

ARTICLE 19 – CONSULTATION

- 19.01 The Employer and the Union recognize that consultation and communication on matters of mutual interest outside the terms of the Collective Agreement should promote constructive and harmonious Employer-Union relations.
- 19.02 It is agreed that the following matters will be the subject of consultation at the national level:
- (a) Group Life Insurance
 - (b) Optional Life Insurance
 - (c) Group Health Insurance
 - (d) Long Term Disability Insurance
 - (e) Group Pension
 - (f) Dental Insurance
- 19.03 The Employer agrees that the benefits mentioned in Article 19.02 above will not be reduced as a result of the signing of this Agreement.

ARTICLE 20 – LABOUR MANAGEMENT RELATIONS COMMITTEE

- 20.01 The parties recognized that a forum for ongoing discussions during the term of the Agreement can promote more harmonious labour relations between them.
- 20.02 A Labour Management Relations Committee shall be appointed consisting of equal representation of Bargaining Unit employees and Management representatives. A Bargaining Unit employee and a Management representative shall be designated as co-chairperson for each meeting. The terms of reference shall established by the Committee.
- 20.03 Time spent by the Bargaining Unit employee representatives in attending the committee meetings shall be considered to be time worked.

- 20.04 The committee members can discuss any topics of mutual interest and concern which are related to their employment relationships, but the discussions do not constitute negotiations for the purpose of amending the Collective Agreement, and the committee meetings cannot deal with the adjustment of grievances.
- 20.05 In relation to the adjustment of contractual relationships, the committee is empowered only to make recommendations to the Employer and the Union.
- 20.06 Committee meetings shall be scheduled every three (3) months, except when the parties agree the meetings is not necessary or additional meetings are required.

ARTICLE 21 – PART-TIME EMPLOYEES

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

21.02

- | | | |
|-------|------------------------------------------------------------------|--------------------------------------------------------------|
| (i) | In the 1 st year of employment | Four percent (4%) of their yearly gross income |
| (ii) | In the 2 nd to 7 th years of employment | Six percent (6%) of their yearly gross income |
| (iii) | In the 8 th to 15 th years of employment | Eight percent (8%) of their yearly gross income |
| (iv) | In the 16 th and 17 th years of employment | Nine point two percent (9.2%) of their Yearly gross income |
| (v) | In the 18 th to 26 th years of employment | Ten percent (10%) of their Yearly gross income |
| (vi) | In the 27 th year of employment | Ten point eight percent (10.8%) of their Yearly gross income |
| (vii) | In the 28 th and subsequent years of employment | Twelve percent (12%) of their Yearly gross income |

ARTICLE 22 – DISCIPLINE AND DISCHARGE

22.01 Failing to Report to Work

An employee who fails to report for duty for three (3) consecutive working days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable circumstances for not informing the Employer.

22.02 Discipline and Discharge Application

Before disciplinary action can be taken against an employee:

- (a) there must have been an incident or act calling for reaction;
- (b) there must be proof of the employee's involvement in the incident or commission of the act; and
- (c) the employee must be aware of the grounds for the action taken against him/her and be given an opportunity to present his/her version of the facts (with Union or other representation, if requested).

22.03 A report of misconduct against an employee shall be initiated without unreasonable delay; *ie.*, normally within three (3) working days of the day on which the offence is discovered or, if the employee is absent, within three (3) working days from returning to work.

22.04 All employees must be provided with written notice of discipline and discharge which must state;

- (a) the reasons for the discipline or discharge;
- (b) the effective date of the discipline or discharge; and
- (c) what arrangements will be made regarding financial entitlements as a result of the discipline or discharge.

22.05 Discipline and discharge shall only be for just cause. A copy of the written notice of discipline or discharge shall be delivered to the Local Union president.

22.06 Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee shall be

destroyed after two (2) years has elapsed if there was no further disciplinary action awarded during the two (2) years.

ARTICLE 23 – REST PERIODS

23.01 Each employee shall be granted a rest period of fifteen (15) minutes during each one half ($\frac{1}{2}$) working day of not less than four (4) hours. Wherever possible such rest periods shall not be allocated within one (1) hour of a meal period or within one (1) hour of starting or quitting time. An employee will not be entitled to more than two (2) rest periods in an eight (8) hour working day.

23.02 An employee unable to take a rest period as a result of operational requirements shall be compensated in cash at his/her rate of pay for that day in addition to the remuneration he/she will receive in accordance with Article 23.01.

23.03 An employee, when working on a designated holiday or in an overtime situation, who is unable to take a rest period as a result of operational requirements shall be compensated at the premium rate of pay in addition to the remuneration received with Article 23.01.

ARTICLE 24 – BULLETIN BOARDS

24.01 The Employer agrees to provide bulletin boards for the use of the Union to post notices of interest to its members.

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

ARTICLE 25 – REST ROOMS

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

ARTICLE 26 – UNIFORMS

26.01 Uniforms which the Employer requires shall be furnished to the employee by the Employer without charge. Employees required to wear a uniform shall be issued with two (2) uniforms.

Where the Employer requires an employee to wear a uniform and that uniform is required to be dry cleaned, the Employer shall pay the cost of the dry cleaning.

If the employee's uniform is damaged or ripped while at work and the employee was not negligent, the Employer agrees to replace the uniform at no charge to the employee. It is understood that uniforms shall not be worn other than for work.

A footwear allowance shall be provided to all eligible employees in accordance with article 10.03.

ARTICLE 27 – CALL-IN AND CALL-BACK

27.01 An employee called in and who reports to work shall receive a minimum of three (3) hours pay at his/her applicable rate of pay.

27.02 If an employee is called back to work and returns to work, he/she shall be entitled to a minimum of three (3) hours pay at one and one half (1½) times his/her regular rate of pay, provided that the period worked by the employee is not contiguous to the employee's normal hours of work and he/she were not notified of such overtime requirement prior to completing his/her last period of work.

ARTICLE 28 – INFORMATION FOR EMPLOYEES

28.01 Statement of Duties

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

28.02 Information for Employees

- (a) The Employer agrees to distribute to each employee and all new employees a copy of the Collective Agreement. The Employer shall do so within one (1) month after the receipt from the printer.
- (b) It is agreed and understood that the Employer and the Union will incur the cost of publishing the Collective Agreement on an alternate basis. The publication of this Agreement will be borne by the Union.

28.03 Employee Files

Upon written request of an employee, all personnel files of that employee may be made available at least once per year for his/her examination in the presence of an authorized representative of the Employer.

ARTICLE 29 – SEVERANCE PAY

29.01 Full-time and part-time employees whose employment is terminated by the Employer for administrative reasons beyond the control of the employee are entitled to severance pay and notice or pay in lieu of notice. Factors considered beyond the employee's control are:

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

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

29.03 Continuous service means the duration of uninterrupted NPF employment within the bargaining unit.

29.04 Average weekly pay means full-time and part-time employees' pay calculated using the average of their pay over the last fifty-two (52) weeks of service with NPF.

29.05 Notice or pay entitlement in lieu of notice:

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

29.06 A full-time employee who is given part-time status in accordance with Article 13.07 will retain seniority as a full-time employee for twelve (12) months. At the end of this period the full-time employee will be given the choice of accepting severance pay and termination of employment or of converting to part-time status with the maintenance of all length of service rights accrued both as a full-time and part-time employee.

29.07 When a Collective Agreement is in force and an employee is released for one of the reasons cited in Article 29.01, none of the benefits outlined in this section, including the return of pension contributions, are to be paid

for a period of twelve (12) months unless the employee waives his/her right to employment recall as contained in the Collective Agreement.

- 29.08 Unless otherwise terminated in accordance with the terms of this collective agreement, the employment of term employees shall be terminated in accordance with the terms contained within their letters of offer. The preceding notwithstanding, term employees are not entitled to notice of termination of their employment or payment in lieu of such notice, in addition to the notice contained within their letters of offer, or any other notice. Further, term employees are not entitled to any severance pay, in addition to the terms contained within their letters of offer, or any other terms.

ARTICLE 30 – CASH SHORTAGES

- 30.01 The Employer reserves the right to implement disciplinary action, including suspension or discharge, in circumstances where a particular employee has consistently demonstrated an inability to safeguard the Employer's interests and assets. Any disciplinary action will be subject to the normal grievance and adjudication procedures.
- 30.02 A grievance arising out of the reimbursement of cash shortages pursuant to Article 30.01 may be referred to adjudication if needed. The Bargaining Agent and the Employer agree not to object to an adjudicator dealing with the merits of the case on grounds of an alleged lack of jurisdiction.
- 30.03 The Union recognizes that it is the responsibility of the Employer to provide secure facilities for the storage of cash and stock.

ARTICLE 31 – GENERAL

31.01 Gender

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

31.02 Official Texts

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

- 31.03 Wherever the terms job title, job position or classification appears in the Agreement they have the same meaning.

ARTICLE 32- BARGAINING UNIT WORK AS FOLLOWS

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

ARTICLE 33- DURATION OF AGREEMENT

3.01 The duration of this Collective Agreement shall be for thirty-six (36) months, expiring on June 30, 2015.

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

New Memorandum of Agreement:

Maternity Leave


This memorandum of agreement is to form part of the collective agreement.

Notwithstanding the language of Article 16.03(3) (j), employees who are on strength as of the date of ratification and who receive the maternity leave allowance will only be required to work for a period of twenty(20) working days following their maternity leave.

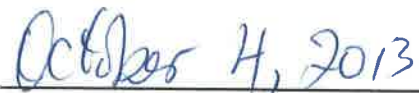
Furthermore, employees who receive the maternity leave allowance but are unable to return to work for the period of time outlined in Article 16.03(3) (j) as a result of a posting to another location in Canada due to their spouse being transferred will not be indebted to NPF for the amount of the maternity leave allowance.



Public Service Alliance of Canada



Staff of the Non-Public Funds
Canadian Forces



Date



Date

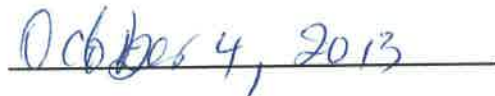
LETTER OF AGREEMENT
BETWEEN
THE PUBLIC SERVICE ALLIANCE OF CANADA
AND
THE STAFF OF THE NON-PUBLIC FUNDS, CANADIAN FORCES
KINGSTON (ON)
CONTRACTING OUT AND REORGANIZATIONS

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

This letter shall be part of the Collective Agreement.



Public Service Alliance of Canada



Date



Staff of the Non-Public Funds
Canadian Forces



Date

Pay Notes CFB Kingston

- A.** Effective 1 July 2012 and subject to ratification by the Union and the Employer, the attached pay grid labeled 1-July 2012 shall be put into effect. Employees actively on strength as of the date of ratification will be placed on the new pay grid at the applicable increment as follows:
- i. Employees will be placed on the new pay grid based on their current length of service in their current position; i.e. an employee working in the same position for 24 months will be placed at the 24 month rate.
 - ii. Any employee whose rate of pay is above the top step increment will not have their current pay reduced but will retain their current rate of pay until the top step increment on the pay grid for their job level exceeds their rate of pay; at this point, the rate of pay for those employees will increase to the closest rate on the grid.
- B** Effective 1 July 2013 and subject to ratification the above pay grid labeled 1-July-2013 shall be put into effect.
- C.** Effective 1 July 2014 and subject to ratification the above pay grid labeled 1-July-2014 shall be put into effect.
- D.** The Agreement will expire on 30 June 20 2015.

The Parties agree to keep the terms of this Memorandum of Agreement entirely confidential until the Collective Agreement has been ratified.

Signed and dated at Kingston, Ontario this 10th day of September 2012.

**PUBLIC SERVICE ALLIANCE
OF CANADA**



Sharon De Sousa
PSAC Regional Executive
Vice-President

Renee Fawcett
Member of the Bargaining Unit


Robin Hillier
Member of the Bargaining Unit


Joan-Ann Gravesande
Negotiator PSAC

**STAFF OF THE NON-PUBLIC
FUNDS
CANADIAN FORCES**


Mark B. Watson
Commodore RCN
Chief Executive Officer
Staff of the Non Public Funds
Canadian Forces


Adrian Scales
Director Human Resources
Operations
Chief Negotiator

**CFB KINGSTON
PSAC**

1-Jul-11	START	3 MOS	12 MOS	24 MOS	36 MOS
1	\$10.64	\$10.69	\$10.76	\$10.92	\$11.50
2	\$10.70	\$10.75	\$10.80	\$11.04	\$11.63
3	\$10.74	\$10.80	\$10.87	\$11.35	\$11.95
4	\$10.88	\$10.93	\$11.00	\$11.96	\$12.60
5	\$11.57	\$12.21	\$12.86	\$14.41	\$15.28
6	\$13.65	\$14.53	\$15.64	\$18.22	\$19.19
7	\$15.47	\$16.17	\$16.75	\$19.17	\$20.19
8	\$17.91	\$18.49	\$19.19	\$21.18	\$22.30

1-Jul-12	START	3 MOS	12 MOS	24 MOS	36 MOS
1	\$10.85	\$10.90	\$10.98	\$11.14	\$11.84
2	\$10.91	\$10.97	\$11.02	\$11.26	\$11.97
3	\$10.95	\$11.02	\$11.09	\$11.58	\$12.30
4	\$11.10	\$11.15	\$11.22	\$12.20	\$12.97
5	\$11.80	\$12.45	\$13.12	\$14.70	\$15.73
6	\$13.92	\$14.82	\$15.95	\$18.58	\$19.62
7	\$15.78	\$16.49	\$17.09	\$19.55	\$20.64
8	\$18.27	\$18.86	\$19.57	\$21.60	\$22.80

1-Jul-13	START	3 MOS	12 MOS	24 MOS	36 MOS
1	\$10.96	\$11.01	\$11.19	\$11.36	\$12.19
2	\$11.02	\$11.07	\$11.24	\$11.49	\$12.33
3	\$11.06	\$11.13	\$11.31	\$11.81	\$12.67
4	\$11.21	\$11.26	\$11.44	\$12.44	\$13.35
5	\$11.92	\$12.58	\$13.38	\$14.99	\$16.19
6	\$14.06	\$14.97	\$16.27	\$18.96	\$20.05
7	\$15.94	\$16.66	\$17.43	\$19.94	\$21.10
8	\$18.45	\$19.05	\$19.97	\$22.04	\$23.30

1-Jul-14	START	3 MOS	12 MOS	24 MOS	36 MOS
1	\$10.96	\$11.01	\$11.19	\$11.47	\$12.52
2	\$11.02	\$11.07	\$11.24	\$11.60	\$12.67
3	\$11.06	\$11.13	\$11.31	\$11.93	\$13.01
4	\$11.21	\$11.26	\$11.44	\$12.57	\$13.72
5	\$11.92	\$12.58	\$13.38	\$15.14	\$16.64
6	\$14.06	\$14.97	\$16.27	\$19.15	\$20.50
7	\$15.94	\$16.66	\$17.43	\$20.14	\$21.57
8	\$18.45	\$19.05	\$19.97	\$22.26	\$23.83