

COLLECTIVE AGREEMENT

Between

**Her Majesty in Right of Canada as Represented by the Staff of the
Non-Public Funds, Canadian Forces**

Group: Operational Category (All Employees)
Canadian Forces Base Esquimalt

And

United Food and Commercial Workers, Local 1518

350 Columbia Street
New Westminster, BC V3L 1A6

November 1, 2016 to October 31, 2020

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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 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 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 United Food and Commercial Workers Union, Local 1518, certified by the Public Service Staff Relations Board on 24 July 1985, as exclusive bargaining agent for all employees of the Employer in the Operational Category employed at the Canadian Forces Base at Esquimalt in British Columbia 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 his/her probationary period and is employed on a continuing basis for thirty-two (32) or more hours per week.
 - (b) Probationary full-time employee means a new employee who is carrying out the tasks of a full-time employee but has not been granted full-time status. The probationary period shall not exceed:
 - (1) supervisory – three (3) calendar months;
 - (2) non-supervisory – two (2) calendar months
 - (c) Part-time employee means an employee who is employed on a continuing basis but works less than thirty-two (32) hours per week and thirteen and one-third (13-1/3) hours or more per week. Continuing basis is defined as thirteen (13) consecutive weeks.
 - (d) Probationary part-time employee means a new employee who is carrying out the task of a part-time employee but has not been granted part-time status. The probationary period shall not exceed ninety (90) calendar days from the first day of part-time work for supervisory and sixty (60) calendar days from the first day of part-time work for non-supervisory employees.
 - (e) The Employer may, with the written consent of the Union, extend the probationary period for a further period equal to the original probationary period

specified above, or a lesser period in the event that the employee's evaluation is unsatisfactory upon conclusion of the original probationary period.

- 3.02 A part-time employee, relieving a full-time employee due to illness, injury, vacation or any other leave of absence will not be considered a full-time employee for the purpose of this agreement.
- 3.03 Part-time employees shall be paid for the benefits provided for in this Appendix in the same proportion as their average weekly hours of work, as averaged over the preceding thirteen (13) weeks, relates to the number of hours in the normal work week. If an employee's service is for less than thirteen (13) weeks the average weekly hours will be calculated on the period of service.
- 3.04 The terms of this agreement shall apply to full-time and part-time employees except where otherwise specifically stated.

ARTICLE 4 – State Security

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

ARTICLE 5 – Managerial Rights

- 5.01 The Bargaining Agent recognizes and acknowledges that the Employer has and shall retain the exclusive right and responsibility to manage its operation in all respects including, but not limited to, the following:
 - (a) to plan, direct and control operations; to determine methods, processes, equipment and other operating matters; to determine the location of facilities and the extent to which these facilities or parts thereof shall operate; and
 - (b) to direct the working forces including the right to decide on the number of employees, to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline employees including suspension and discharge for just cause;

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

- 5.02 New NPF employees may be released during their probationary period for cause. The employee may have access to the grievance procedure to the second level 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 that conform with the applicable law.

ARTICLE 7 – Check-Off

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

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

- 7.02 For the purpose of applying Article 7.01, deductions from pay for each employee in respect of each bi-weekly period will start with the first full bi-weekly payroll period of employment to the extent that earnings are available.
- 7.03 The Employer agrees to remit dues together with a list of employees from whom deductions have been made to the Union at its mailing address by the fifteenth (15th) day following the end of two consecutive payroll periods, except for mail strikes or other circumstances beyond the Employer's control. The employee list will contain the employee's full name, employee number, job title, work location, employee phone number, employee home address, date of hire and employment status, as well as a monthly list of employee terminations.
- 7.04 The total Union dues deducted will appear on the T4 forms.
- 7.05 The Bargaining Agent agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 8 – Appointment of Stewards

- 8.01 The Employer 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.
- 8.02 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 Bargaining Agent shall notify the Employer promptly and in writing of the names and jurisdiction of its stewards.

ARTICLE 9 – Leave for Stewards & Access to Premises

- 9.01 A steward shall obtain the permission of his/her manager before leaving his/her work to investigate complaints that lie within the jurisdiction agreed to in Article 8, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. The steward shall report back to his/her manager before resuming his/her normal duties. A steward shall be permitted to perform his/her duties in other jurisdictions during the absence of other stewards.
- 9.02 A steward will not receive pay for the time spent investigating complaints during his/her regular scheduled time off.
- 9.03 The Employer agrees that Business Agents of the Bargaining Agent will be granted access to the Employer's premises upon request and following the consent of the Employer. Such request shall be made twenty-four (24) hours in advance to the Base Commander or his/her delegate. The purpose of such is to be for the observation of working conditions, interviewing members and unsigned employees, and to ensure that the terms of the collective agreement are being implemented.
- 9.04 The Bargaining Agent'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 Bargaining Agent to use the Employer's premises outside the hours of work of the employees for conducting its meetings, where refusal to grant permission would make it difficult for the Bargaining Agent to convene a meeting. The Bargaining Agent 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.
- 9.05 The Union shall notify the Employer promptly, in writing, of the names and positions of its accredited officials.
- 9.06 Subject to operational requirements employees chosen to attend Union business in connection with committees, conferences, seminars or negotiations shall be given leave without pay to attend.

ARTICLE 10 – Health & Safety

- 10.01 The Employer agrees to maintain reasonable provisions for the safety of its employees during the hours of employment and to provide an Accident Prevention Program. The Employer and the Bargaining Agent recognize that the environment standards are those issued under Part II of the Canada Labour Code 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 his/her supervisor of any unsafe working conditions.

- 10.03 An annual allowance of **one hundred and twenty five dollars (\$125.00)** shall be provided to those employees who are required to wear safety footwear under the provisions of Part II of the Canada Labour Code. This allowance shall be payable once per year on presentation of proof of purchase.

In the case where the employee has not used his/her annual allowance of **one hundred and twenty five dollars (\$125.00)**, the allowance can only be carried over to the following year to a maximum of **two hundred and fifty dollars (\$250.00)**.

For those employees at CFB Esquimalt who are required to wear two (2) types of safety footwear (as determined by the health and safety committee and as required by Part II of the Canada Labour Code), an additional annual allowance of one hundred and twenty five dollars (\$125.00) shall be provided to those employees. This allowance shall be payable once per year on presentation of proof of purchase. In the case where the employee has not used this additional allowance of one hundred and twenty five dollars (\$125.00), the allowance can only be carried over to the following year to a maximum of two hundred and fifty dollars (\$250.00).

- 10.04 The Employer agrees to maintain adequate temperatures as required by the appropriate legislation in all its indoor places of operation and shall not require an employee to work under unsafe conditions.
- 10.05 The parties agree to establish a Health & Safety Committee composed of an equal number of persons from the Employer and Union. Members of the Bargaining Unit who attend safety meetings shall be paid for all such time under the terms of this collective agreement.

ARTICLE 11 – Hours of Work

- 11.01 The normal hours of work shall not exceed eight (8) hours in a day and forty (40) hours in a week, exclusive of unpaid meal periods. A week shall include a period of seven (7) consecutive days starting at 0001 hours Monday morning and ending at 2400 hours the following Sunday night.
- 11.02 Once in every three (3) week period, full-time 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.
- 11.03 (a) A work schedule shall be posted on the appropriate bulletin board no later than Thursday morning showing the scheduled working hours for each employee covered by this Agreement for the following two (2) week period. If a schedule is not posted by 1200 hours Thursday, the schedule for the previous two (2) weeks will apply. After 1200 hours Thursday, no changes in schedule for the following two (2) weeks will be made, except where changes are necessary due to circumstances beyond the control of the Employer. Where such changes are necessary, the employee will be given notice as far in advance as possible.

- (b) Notwithstanding the previous Article, the schedules for the Messes and Galley outlets shall show the employees working hours for the following one (1) week period. If a schedule is not posted by 1200 hours Thursday, the schedule for the previous week will apply. After 1200 hours on Thursday, no changes in the schedule for the following week will be made, except where changes are necessary due to circumstances beyond the control of the Employer. Where such changes are necessary, the employee will be given notice as far in advance as possible.
- (c) With the exception of unforeseen circumstances, employees who wish to take time off should submit such requests for leave as far in advance as possible and in any event, must do so no later than the Tuesday morning prior to the schedule being posted. With the exception of emergencies, an employee who wishes to take time off but who has not submitted a leave request prior to the Tuesday will be responsible for finding an employee to replace them.

11.04 Meal periods shall be as follows:

- (a) Employees working six (6) consecutive hours or more are entitled to an uninterrupted meal period without pay 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.
- (b) Employees working a six (6) hour shift without a break shall be paid for six and one half (6 1/2) hours.
- (c) The meal period in operations that employ only one (1) person shall remain as per past practice unless changes are mutually agreed upon.

11.05 If the Employer is forced to close an outlet as a result of major storms or other unforeseen circumstances, employees will be compensated as follows:

- (a) employees advised by the Employer not to report to work prior to the commencement of their scheduled shift shall not be paid;
- (b) employees who are at work and are sent home by the Employer will be paid for the balance of their scheduled shift at their regular rate of pay; and
- (c) employees who are not contacted prior to the start of their scheduled shift and who actually report to work shall be paid in accordance with Article 27.01 (Call-In).

11.06 Each employee shall be granted a rest period of fifteen (15) minutes during each period of work of three and one-half (3½) hours, except in those operations which normally employ one person the rest period shall remain as per past practice unless changes are mutually agreed upon. Rest periods shall not be allocated within one (1) hour of a meal period or within one (1) hour of starting or quitting time.

11.07 There shall be a minimum of ten (10) hours from the time the employee concludes one scheduled work shift and commences the next scheduled work shift, unless otherwise mutually agreed upon.

- 11.08 Employees in the Bargaining Unit who request additional hours shall be offered any available additional hours within their job titles in their outlet based on job seniority, provided that they have the experience, ability, and skill to do the job required, and provided the additional hours do not result in overtime and do not result in the change of status of an employee. Hours scheduled for regular NPF functions are considered as available additional hours. Available additional hours are those hours resulting from vacation, leave of absence, sickness, or accident. This provision in no way shall restrict the right of the Employer to decide the makeup of the workforce.
- 11.09 Provided they are available to do the work required, senior employees in an outlet will not be scheduled for less hours in a week than junior employees in the same job title.
- 11.10 Employees shall not be scheduled for shifts of less than three (3) hours, unless otherwise mutually agreed.
- 11.11 A full-time employee will not be required to work a split shift unless otherwise mutually agreed.
- 11.12 In the event employees wish to exchange a shift with another qualified employee, they shall first submit such request in writing to the Supervisor. This request may be granted, provided that the employees have the experience, ability and skill to do the work required as a result of the shift change and provided that the shift change does not result in overtime and does not result in change of status of an employee.
- 11.13 Nothing in this Agreement shall be construed as guaranteeing an employee minimum or maximum hours of work.
- 11.14 Employees who are required by the Employer to pick up and return outlet keys shall be paid for such time.
- 11.15 Part-time employees may be scheduled to work in excess of thirty-two (32) hours per week to cover absences due to illness; accident, leave of absence and vacations, however this shall not result in a change of employment status for the employee, provided this modified schedule is of less than 11 consecutive calendar weeks, exclusive of any periods of leave.**

ARTICLE 12 – Overtime

- 12.01 When an employee is required to work in excess of eight (8) hours in a day or forty (40) hours in a week he/she shall be paid for the overtime at a rate of pay not less than one and one-half (1½) times his/her regular hourly rate of pay.
- 12.02 Overtime shall be compensated in money except where at the request of an employee, and with the approval of the Employer, overtime may be compensated in equivalent leave. Earned leave will be taken by the end of the calendar year or the employee's projected lay-off date if applicable. Any outstanding leave after this period will be paid out in equivalent cash. The maximum amount of banked time for an employee shall not exceed forty (40) hours.

- 12.03 Overtime shall be offered first to the employee with the most seniority on the shift in the facility that 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 the overtime, the Employer shall assign the work to a junior employee who is capable of performing the work.
- 12.04 Hours worked after 6:00 pm on December 24th, Christmas Day and on December 31st, and New Years Day shall be compensated at two times (2x) the employee's regular hourly rate.

ARTICLE 13 – Seniority

Application

13.01 This Article applies to all employees except as otherwise specified.

Definitions

- 13.02 (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) For purpose of this Article the seniority of a full-time employee transferred from one outlet to another as the result of a competition, job change based on seniority or transfer at the request of the employee, shall date from the employee's first day of continuous full-time work in the new outlet;
- (c) 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.
- (d) For the purpose of this Article the seniority of a part-time employee transferred from one outlet to another as the result of a competition, or transfer at the request of the employee shall date from the employees' first day of continuous part-time work in the new outlet.
- (e) Probationary employees shall have no rights under the seniority provisions of this agreement during the probation period outlined in Article 3.01 b. The seniority of probationary employees who have completed their probationary period to the satisfaction of the Employer will be dated from the first day of the probationary period which is the first day of continuous full-time or part-time work, as applicable, in the Bargaining Unit;
- (f) The Bargaining Unit shall be divided into the following independent operations called outlets:
- CANEX Retail Store
CANEX ExpressMart
Canadian Forces Sailing Association

Naval Office Training Centre Mess
Base Foods Galleys
Naden Arena/Outdoors Facilities
Wardroom Mess
Pacific Fleet Club Mess
C&PO Mess
Gymnasiums
Colwood Pacific Activity Centre
Auto Hobby Club

- (g) An employee's seniority will not be interrupted by any period of absence resulting from maternity leave, **sick leave**, or lay-off, military leave, or on NPF/**CFMWS** deployed operations. An employee's seniority will be reduced by the amount of time spent on any leave of absence without pay in excess of two weeks.
- (h) Part-time employees who are selected for a full-time position with the Employer will be credited with half of their part-time seniority towards their full-time position.

Loss of Seniority

13.03 An employee will lose his/her seniority rights under this Agreement and his/her service will be terminated if:

- (a) he/she voluntarily leaves his/her employment with the Employer;
- (b) he/she is discharged for cause;
- (c) he/she has been laid-off for a continuous period of **twelve (12)** months;
- (d) he/she 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 three (3) 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) he/she overstays a period of leave granted by the Employer in accordance with Articles 15 and 16 without securing an extension of such leave;
- (f) he/she absents him/herself from his/her work for more than three (3) working days without securing leave in accordance with Articles 15 and 16 or without producing evidence of a valid reason satisfactory to the Employer. It is understood and agreed that this Article does not permit or sanction absences of three (3) days or less without reasons satisfactory to the Employer;
- (g) he/she is a full-time employee and is employed full-time with another Employer; and
- (h) he/she is a probationary employee and is rejected on probation.

Lay-Off and Recall From Lay-Off

- 13.04 Lay-off and recall from lay-off shall be on the basis of seniority by outlet with employees being selected in accordance with their seniority within the outlet, and with senior employees have preference over junior employees provided the senior employee has the experience, ability, and skill to do the job required. For the purposes of applying this sub-article, the following order of precedence applies:
- (a) full-time employees have preference over part-time employees;
 - (b) employees in higher pay categories are senior to employees in lower pay categories; and
 - (c) a supervisor subject to lay-off will have the right to displace a non-supervisory employee. Should displacement occur the supervisor shall be credited with his/her total seniority in the Bargaining Unit.
- 13.05 (a) When a full-time employee is laid off in accordance with the provisions of Article 13.04 and there is part-time work available in his/her outlet he/she shall be offered the part-time work provided he/she is able and qualified to perform the work. If he/she accepts the part-time work he/she shall receive the rate of pay of the job in which he/she 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 six (6) months in accordance with the provisions of this Article.
- (b) A full-time employee who is given part-time status in accordance with Article 13.05 (a) will retain seniority as a full-time employee for six (6) months. At the end of this period the full-time employee will be given either the choice of accepting severance pay and termination of employment, or conversion to part-time status with the maintenance of all seniority accrued as a full-time and part-time employee.
- 13.06 A full-time employee who is laid-off or accepts part-time work in accordance with the provisions of Articles 13.04 and 13.05 may continue the benefits listed in Article 19.02 for a period of six (6) months. The employee will be responsible for both the employee and Employer share of the premiums.

Job Vacancies

- 13.07 (a) Vacancies within the bargaining unit created by the resignation or retirement of an employee or the creation of a new position will be filled first, on the basis of seniority, by recalling employees on the lay-off list of the outlet concerned provided he/she is of the same job title or higher than the classification level of the vacant position and provided he/she has the necessary experience, ability, and skill to do the job required.
- (b) For the purposes of applying this sub-article, the following order of precedence applies:
- i. Full-time employees in the outlet;
 - ii. Part-time employees in the outlet;

- iii. Full-time employees in the Bargaining Unit; and
- iv. Part-time employees in the Bargaining Unit.

13.08 Vacancies within the Bargaining Unit that cannot be filled in accordance with Article 13.07 will be filled as follows:

- (a) the opening will be posted on bulletin boards for seven (7) calendar days. The poster shall indicate the job title and job description, rate of pay, the approximate starting date and qualifications required;
- (b) qualified and interested employees will be considered in the following order of priority:
 - (1) applicants within the outlet who are of the same job title,
 - (2) applicants within the outlet who are of other job titles,
 - (3) applicants within the Bargaining Unit outside the outlet concerned, and
 - (4) applicants outside the Bargaining Unit.

Assessment

13.09 Employees selected to fill a vacancy shall be appointed for an initial assessment period. The duration of the assessment period shall not exceed three (3) months. If, during the assessment period, the Employer determines that the employee has not performed the duties and responsibilities to the satisfaction of the Employer, or if the selection was made in accordance with Article 13.07 (b) and if during the first thirty (30) days of the assessment the employee decides that he/she does not wish to remain in the position, the employee will be removed from the job and will be reassigned to his/her former position or to a position equivalent to his/her former position without loss of seniority.

13.10 Employees who are successful in a competition for a supervisory position and have successfully completed the assessment period will not be permitted to apply for another position outside of their section, for a period of nine (9) months from the first day of employment in the new job. For purposes of this article "section" is defined as one of the following: CANEX, Personnel Support Programs, or Base Foods.

Grievances

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 five (5) working days following the day on which the candidates were advised of the name of the successful candidate.

Preference

13.12 A full-time employee shall have preference over a part-time employee in matters of lay-off, recall from lay-off and promotion provided the full-time employee has the experience, skill, and ability to do the job to the satisfaction of the Employer.

Qualifications

13.13 In this Article, the Employer is to be the sole judge of experience, skill, and ability but agrees that such decisions will not be made in an arbitrary or discriminatory manner. When these considerations are judged equal, the employee with the greatest seniority will be selected.

Seniority Lists

13.14 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. Seniority lists will be provided to the Union Representative twice yearly.

ARTICLE 14 – Designated Holidays

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

- | | |
|--------------------------|----------------------|
| (a) New Year's Day | (g) Labour Day |
| (b) Good Friday | (h) Thanksgiving Day |
| (c) Easter Monday | (i) Remembrance Day |
| (d) Victoria Day | (j) Christmas Day |
| (e) Canada Day | (k) Boxing Day |
| (f) August Civic Holiday | |

and one (1) additional day when proclaimed by an Act of Parliament as a national holiday.

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

14.03 A full-time employee who is entitled to a designated holiday and is required to work on that holiday will be:

- paid one and one-half (1½) times his/her regular hourly rate of pay for the hours worked in addition to his/her regular wages for the day; or
- paid one and one-half (1½) times his/her regular hourly rate of pay for the hours worked and be given a day off with pay at some other time convenient to him/her and the Employer.
- An employee working more than eight (8) hours on a designated holiday will be paid double-time (2x) for all hours worked beyond eight (8) hours.

14.04 When a designated 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 day off with pay.

- 14.05 If a full-time employee is not entitled to a paid designated holiday and he/she is required to work on a designated holiday he/she must be paid at one and one-half (1-1/2) times his/her regular hourly rate of pay.
- 14.06 A full-time employee is not entitled to pay for a designated holiday unless he/she works his/her scheduled day before and his/her scheduled day after the holiday, unless the absence is due to provable personal injury or illness.
- 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 with 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 (1½) times his/her regular hourly rate of pay for the time worked by him/her on that day, unless he/she is employed in a continuous operation in which case he/she is entitled to his/her regular hourly rate of pay for the time worked by him/her on that day.
- 14.08 No full-time employee is entitled to be paid for a designated holiday when he/she is not entitled to pay for at least ten (10) days during the thirty (30) calendar days immediately preceding the designated holiday.
- 14.09 Effective November 15, 2004, upon completion of thirty (30) days of employment, part-time employees shall be paid four point two five percent (4.25%) of gross regular earnings as designated holiday pay every pay period. If a part-time employee works on a designated holiday, the employee will be paid at a rate of one and one half (1-1/2) times their rate of pay for the hours worked on that day.
- 14.10 Subject to operational requirements the Employer shall not require an employee to work two consecutive designated holidays. Notwithstanding the preceding this condition does not preclude the employee from requesting to work two consecutive designated holidays should the schedule allow.

ARTICLE 15 – Vacation Leave

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

| Continuous Full-Time Employment | Entitlement |
|---|--------------------|
| In the 1st year of continuous full-time employment | 10 working days |
| In the 2nd to 6th years of continuous full-time employment | 15 working days |
| In the 7th to 15th years of continuous full-time employment | 20 working days |
| In the 16th to 17th years of continuous full-time employment | 23 working days |
| In the 18th to 26th years of continuous full-time employment | 25 working days |
| In the 27th year of continuous full-time employment | 27 working days |
| In the 28th 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 pro-rated vacation credits.

- 15.02 Calculations for vacation entitlement shall be based on the anniversary date of employment of the employee.
- 15.03 Vacation is only earned while an employee is drawing a wage except that authorized periods of leave without pay that do not exceed two weeks may be counted as time earning vacation.
- 15.04 Subject to operational requirements the Employer shall make every reasonable effort to schedule an employee's vacation at a time acceptable to him/her.
- 15.05 An employee shall give the Employer at least one (1) month's notice in writing regarding the actual dates on which he/she desires to take a vacation of five (5) or more working days. Leave for shorter periods may be granted provided sufficient notice is given.
- 15.06 The normal vacation period shall commence on May 31 and end on September 30. This in no way precludes employees from requesting vacation leave outside the normal vacation period. If the Employer determines that the requested vacation will not interfere with the proper operation of the outlet, the request will be approved.
- 15.07 The vacation schedule shall be posted prior to the vacation period as specified in Article 15.09 and such vacations will be granted on the basis of seniority by outlet. A senior employee will not be able to request a holiday period already selected by an employee whose vacation request was approved by the Employer.
- 15.08 When holidays as defined in Article 14.01 fall within the employee's paid vacation period, the employee will be permitted to either take the equivalent extra days of vacation with pay consecutive with his/her vacation or take the equivalent days of vacation at a time mutually agreed upon.
- 15.09 Subject to operational requirements, the Employer may schedule the Saturday/Sunday prior to the commencement of an employee's vacation period as the employee's Saturday/Sunday off in that three (3) week period.
- 15.10 Vacation leave shall not be cumulative from year to year under normal circumstances. It is realized that occasionally vacations cannot be taken during the vacation period because of illness, job requirements or other exceptional circumstances. In such cases vacations may be carried over to the next vacation period with the approval of the Employer or his/her delegate. Applications for vacation carry-over shall be submitted in writing. If an employee carries over his/her vacation entitlement from one (1) year to the next year he/she must use up all of his/her entitlement in the second (2nd) year.
- 15.11 If a full-time employee becomes sick while on vacation leave and submits a doctor's certificate covering the period of sickness, he/she 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 his/her vacation record.
- 15.12 An employee converting from part-time to full-time status may count all of their previous continuous part-time employment towards full-time vacation entitlement.

15.13 On termination of employment or change of status from full-time to part-time the employee 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 hourly rate of pay.

15.14 Part-time employees will be paid vacation pay as follows:

| | |
|--|--|
| In the 1st year of employment | four (4) % of annual gross earnings |
| In the 2nd to 6th years of employment | six (6) % of annual gross earnings |
| In the 7th to 15th years of employment | eight (8) % of annual gross earnings |
| In the 16th to 17th years of employment | nine (9) % of gross earnings |
| In the 18th to 26th years of employment | ten (10) % of annual gross earnings |
| In the 27th year of employment | eleven (11) % of gross earnings |
| In the 28th and subsequent years of employment | twelve (12) % of gross earnings |

15.15 Subject to operational requirements, the Employer shall make every reasonable effort to schedule a part-time employee's unpaid vacation at a time acceptable to him/her, if requested in writing. The unpaid vacation shall be commensurate with the entitlement in Article 15.14.

15.16 The vacation pay for part-time employees shall be paid in December of each calendar year. However a part-time employee can make one request in writing prior to December to be paid for any vacation pay accumulated up to that time.

ARTICLE 16 – Leave General

Sick Leave Plan

16.01 (a) All full-time employees who have completed three (3) months continuous full-time service are included in this plan.

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

All employees who have been employed continuously for a period of three (3) months shall receive 17 weeks at 100% salary.

(c) The following conditions govern the entitlement to sick leave:

(1) The employee must notify his/her immediate Supervisor of his/her absence prior to his/her regular starting time on the first day of absence or as soon as possible but in no case later than three (3) working days following the initial absence, at which time he/she 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 Employer reserves the

right to require a medical certificate for any period of illness that occurs provided that the employee is advised in writing of the requirement beforehand. **The Employer will reimburse employees for the cost of the Initial Attending Physician Statement.** Prolonged illness or frequent illness may require additional certificates from a doctor selected by the Employer;

- (3) Maternity leave and pregnancy are excluded from the sick leave plan.
- (d) **The full time employee's entitlement is reinstated under the following conditions:**
 - a) **If the sick leave is less than seventeen (17) weeks in duration, the employee will have his/her full paid sick leave benefits reinstated after he/she has returned from sick leave to regular full-time employment for thirty (30) consecutive calendar days for the same illness/injury or seven (7) consecutive calendar days for a new illness/injury;**
 - b) **If the sick leave is seventeen (17) weeks in duration, the employee will have his/her full paid sick leave benefits reinstated after he/she has returned from sick leave or LTD to regular full-time employment for seventeen (17) consecutive weeks for the same illness/injury or seven (7) consecutive calendar days for a new illness/injury.**

16.01 (2) Part-time employees who have completed their probationary period may be granted up to a maximum of two (2) days of paid sick leave per fiscal year. The following conditions govern the entitlement to sick leave:

- (a) **The employee must contact his/her immediate supervisor on the first day of the absence indicating the reason for the absence and the expected date of return.**
- (b) **The Employer reserves the right to require a medical certificate for any period of illness, regardless of duration, provided that the employee is advised in writing of the requirement beforehand.**
- (c) **Employees on maternity leave or any other form of leave are excluded from earning and taking sick leave.**
- (d) **Pay for sick leave shall be calculated based on one fifth (1/5) of the employee's average weekly salary during the two (2) pay periods immediately preceding the leave. Sick leave is not cumulative from year to year nor does it have any cash value.**

Leave for Employees with Child Care Responsibilities

Maternity Leave

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

- (a) When an employee provides her Employer with a certificate of a qualified medical practitioner confirming that she 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 delivery and end not later than seventeen (17) weeks following the actual 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, 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:

- (a) on the expiration of any leave of absence created for maternity purposes, or
- (b) on the day the child is born or comes into her actual care and custody.

- (2) In the case of a male employee:

- (a) on the expiration of any leave of absence granted to the mother for maternity leave, or
- (b) on the day the child is born or comes into his actual care and custody.

16.03 The aggregate amount of leave of absence without pay that may be taken by two NPF employees for child care responsibilities will not exceed thirty-five (35) weeks.

16.04 Every employee is to give at least four (4) weeks notice in writing to the Employer of the intent to take leave for employees with child care responsibilities and of any change in length of leave intended to be taken.

16.05 An 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 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 he/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 took place.

16.06 Leave granted under this Article shall be counted as "service" for purposes of benefits in the Agreement. This shall not apply where an employee does not return to work on completion of the leave.

16.07 The employee shall, along with the request for **Parental Leave or Adoption Leave**, notify the Employer in writing of the options concerning the pension and group insurance benefits. For these employees taking leave under Article 16.02(a) **and/or 16.02 (b)** above, the Employer shall continue to pay its share of contributions for those employees who wish to continue benefits.

Maternity Leave Allowance

- 16.08 (a) An employee leaving on maternity leave shall be granted a two (2) week allowance equal to ninety-three percent (93%) of their gross pay as averaged over the previous two (2) pay periods, 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:
- (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, 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) An employee who receives the allowance shall return to work for a period equal to the amount of maternity leave taken on the date of expiry of maternity leave unless the date is modified with the Employer's consent or unless the employee is then entitled to another leave provided for in this Agreement; and
 - (3) Should the employee fail to return to work, the employee is indebted to NPF for the full amount of the two (2) week allowance and the fifteen (15) week top-up allowance.

Bereavement Leave

- 16.09 (a) A full-time or part-time employee will be given leave with pay for five (5) days immediately following the death of a member of his/her immediate family and for one (1) day in the case of a distant relative. In addition he/she 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 any one of the following: brother or sister, mother or father, grandchild, father-in-law or mother-in-law, husband or wife, common-law spouse resident with the employee, son or daughter and grandparents. Distant relatives will be any of the following: brother-in-law or sister-in-law, son-in-law or daughter-in-law.
 - (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 he/she will have missed.

Jury Duty

- 16.10 In the event a full-time or part-time 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 excused from jury duty for the rest of the day or days and fails to report back to work, or if the 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.

Court Leave

16.11 In the event a full-time or part-time employee is required by subpoena to attend as a witness in any proceeding held:

- (a) in or under the authority of a court of justice or before a grand jury;
- (b) before a court, judge, justice, magistrate or coroner;
- (c) before the Senate or House of Commons, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his/her 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 to appear as a witness. This does not apply if the employee is excused as a witness for the rest of the day or days and fails to report back to work, or if witness duty occurs on the employee's regular scheduled day off. The employee must promptly notify the Employer that he/she has been summoned as a witness.

Leave of Absence Without Pay

16.12 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 twelve (12) months. Except for the benefits listed in Article 19.02 an employee will not be eligible for any of the benefits provided for in this Agreement. The 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 hourly rate of pay at the expiration of the leave of absence. When making the request for a leave of absence without pay, the Employee will be required to demonstrate that their vacation leave will be used up within the calendar year.

Birth or Adoption Leave

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

Other

16.14 An employee is not entitled to a designated holiday, vacation or any other forms of leave with pay during periods he/she is on leave of absence without pay, maternity leave, under suspension, or on lay-off.

Compassionate Care Leave

16.15 An 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, step-child, ward of the employee, or the child of a spouse or common-law partner;
- (b) spouse or common-law partner;
- (c) father or mother;
- (d) father's spouse or mother's spouse, if the father or mother, as applicable, has remarried;
- (e) common-law partner of father or mother, if there has been no remarriage;
- (f) sibling

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 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 increased, 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 compassionate care leave.

An employee on compassionate care leave may continue group benefits, including pension coverage, provided the employee pays his/her share of contributions; NPF shall continue to pay its 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 (2) week waiting period, and the Employer shall inform the employee of such benefits.

Leave for Family Related Responsibilities

16.16 Full-Time Employees: 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 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 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 the 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) 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, grandchildren or any relative permanently residing in the employee's home or with who the employee permanently resides.

Part-Time Employees: The Employer shall grant up to **two (2)** day family related leave with pay in a fiscal year to part-time employees under the clauses stated at 16.15(a), (b), (e) and (f) above.

At the employee's option Leave for Family Responsibilities may be taken in **hourly** increments.

Leave for Pregnant Employees

16.17 The Employer shall grant pregnant employees up to a half (1/2) day of reasonable time off with pay for the purpose of attending medical appointments relating to the employee's pregnancy. An employee is expected to make reasonable efforts to

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

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 state 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 steward of the bargaining agent. 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 the names of the officers designated by the employer to respond to each of the three levels of the grievance procedure. The Bargaining Agent will be given a list of the names.
- 17.04 Subject to and as provided in Part 2 of the Public Service Labour Relations Act, as may be amended from time to time, an employee who feels that he/she has been treated unjustly or considers him/herself 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 this specific complaint, such procedure must be followed, and
 - (b) where the grievance relates to the interpretation or application of this Collective Agreement or an Arbitral Award, he/she is not entitled to present the grievance unless he/she has the approval of and is represented by the Bargaining Agent.
- 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 or 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 steward in the grievance procedure at any level and at either, or both,

the informal discussion (oral complaint) stage, or when the formal written grievance is being considered.

17.08 At the request of an employee who has presented a grievance, a steward 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 by-passed by the mutual consent of the Employer or his/her delegate, the employee and, where applicable, a steward.

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 or 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 normally 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 steward.

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 Employer or his/her delegate, it was not possible for the employee to comply with the prescribed time limits.
- 17.18 When 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, he/she may refer the grievance to adjudication in accordance with the provisions of the Public Service Labour Relations Act and Regulations.
- 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 Bargaining Agent for the Bargaining Unit to which the Collective Agreement or Arbitral Award applies signifies in a 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 shall be paid for services rendered at the hourly rate of pay specified in Appendix A in accordance with their length of service and job category. No rate shall be below the higher of the B.C. minimum wage or the Federal minimum wage, whichever is the greater.
- 18.02 Payments provided under the provisions of Article 11 (hours of work), Article 12 (overtime), Article 14 (designated holidays) or Article 27 (call-in), as applicable, shall not be pyramided; that is an employee shall not receive more than one (1) compensation for the same service. An employee will be compensated at the highest eligible rate for the service.
- 18.03 (a) When an employee is appointed in writing by the Employer to temporarily perform the duties of a higher classification in the Bargaining Unit for one (1) or more consecutive working days, he/she shall be paid as if he/she had been appointed to that higher classification level for the period from the first day.
- (b) When an employee is appointed, in writing, by the Employer to temporarily perform the duties of a non-bargaining unit (Category II) position for one (1) or more consecutive days, he/she shall be paid, in addition to his/her normal rate of pay a ten (10) percent increment based on his/her normal wages for the period from the first (1st) day. After one (1) month the increment shall be increased to twenty (20) percent based on his/her normal wages.

18.04 When an employee is required to work on the seventh (7th) and subsequent consecutive days, he/she shall be paid two (2) times the applicable rate of pay for all hours worked on that day. This Article will not apply in the event that employees switch shifts in accordance with Article 11.12.

ARTICLE 19 – Consultation

19.01 The Employer 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 Employer-Bargaining Agent relations.

19.02 It is agreed that the following matters will be the subjects of consultation at the national level:

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

ARTICLE 20 – Labour Management Relations Committee

20.01 The parties recognize 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-chairman for each meeting. The terms of reference shall be 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 relationship, 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 to the Union.

ARTICLE 21 – Employee Files

- 21.01 Where the Employer serves a written warning notice to an employee regarding his/her 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, unless the employee requests that he/she does not attend.
- 21.02 Notice of disciplinary action which may have been placed on the personnel file of an employee, other than disciplinary action taken to address one or more incidents of harassment, shall be destroyed after twenty-four (24) months has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. A document or written statement related to disciplinary action taken to address one or more incidents of harassment shall be destroyed after thirty-six (36) months has elapsed since the disciplinary action was taken provided that no further related disciplinary action has been recorded during this period.
- 21.03 Upon written request submitted twenty-four (24) hours in advance to the Non-Public Funds Human Resources Office, an employee will be granted visual access to their personnel file.
- 21.04 Since annual work performance reviews are not disciplinary documents, they are exempt from the other provisions of this Article. Upon written request from the employee, a copy of the annual work performance review shall be supplied to the employee within a reasonable length of time.
- 21.05 An employee's job description shall be supplied to him/her at the time of hire.
- 21.06 When a new job with duties and rate of pay which differ from existing jobs, is created within the Bargaining Unit, the Employer will promptly inform the Bargaining Agent. The Job Evaluation Committee will evaluate the job in accordance with the NPF Job Evaluation Program. The rate of pay for the job will be as per the applicable pay level in Annex A.
- 21.07 Jobs shall be evaluated by the Job Evaluation Committee, if the job changes.

ARTICLE 22 – Bulletin Boards

- 22.01 The Employer agrees to provide bulletin boards at a place accessible to the employee for the use of the Bargaining Agent to post notices of interest to its members.
- 22.02 The posting of notices regarding bargaining agent meetings, names of union representatives and stewards, social and recreational events will not require the approval of the Employer.

ARTICLE 23 – Rest Rooms

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

ARTICLE 24 – UNIFORMS

- 24.01 Uniforms that the Employer requires shall be furnished to the employee by the Employer without charge.
- 24.02 If an employee's uniform is damaged or permanently stained in the performance of their duties 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
- 24.03 Waterproof pants shall be made available to all arena employees as determined necessary by the Employer
- 24.04 The Employer shall provide UV safety glasses as required and as deemed necessary by the Employer.

ARTICLE 25 – Meetings

- 25.01 Employees who attend meetings called by management shall be compensated as follows:
- (a) employees who attend meetings on a work day will be paid for all time spent in the meeting at their regular rate of pay; or
 - (b) employees who are not scheduled to work on the day of the meeting will be paid a minimum of three (3) hours pay at their regular rate of pay, if called in.

The Employer will attempt to provide one (1) week's notice.

ARTICLE 26 – Shortages Policy

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

ARTICLE 27 – Call-In

- 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.

ARTICLE 28 – General

- 28.01 Gender. Where the male term he, his or him is used throughout this Agreement, the female term she, hers or her shall equally apply.
- 28.02 Official Texts. Both the English and French texts of this Agreement shall be official.
- 28.03 The Employer and the Union will incur the cost of publishing the collective agreement on an alternate basis. The publication of this agreement will be borne by the Union.

ARTICLE 29 – Severance Pay

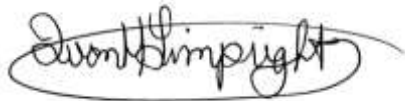
- 29.01 Full-time and part-time employees who are released by the Employer for administrative reasons beyond the control of the employee are entitled to severance pay and notice or salary in lieu of notice. Factors considered beyond the employee's control are:
- (a) Closing of a facility;
 - (b) Closing of the Base;
 - (c) Reduction of the work force; and
 - (d) Reorganization.
- 29.02 (a) Severance pay entitlement for full-time employees shall be two (2) weeks' pay for the first (1st) full year of service and one (1) week's pay for each additional full year of continuous full-time service, up to a maximum of twenty-eight (28) weeks.
- (b) Effective 1 June 2000, severance pay entitlements for part time employees shall be two (2) weeks' 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 full-time or part-time employee - two (2) weeks; and
 - (b) Full-time employee - one (1) month.

ARTICLE 30 – Duration of Agreement

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

30.02 This Agreement shall expire on **October 31, 2020**.

FOR THE UNION
United Food and Commercial Workers
Union, Local 1518



Ivan Limpricht
President

FOR THE EMPLOYER
Staff of the Non-Public Funds
CFB Esquimalt

Sean N. Cantelon
Commodore, RCN
Chief Executive Officer, Staff of the Non-
Public Funds, Canadian Forces

ANNEX B TO MEMORANDUM OF SETTLEMENT

BETWEEN NPF AND UFCW, LOCAL 1518

RE: CFB ESQUIMALT

- A. Subject to ratification by the Union and the Employer, effective 1 November **2016**, the attached pay grid shall be put into effect. . Employees actively on strength as of the date of ratification (including those on layoff or on an authorized leave of absence) will be placed on the new pay grid based on their length of service within their pay band (i.e., employees currently at the 12-month rate will be placed at the 12- month rate) and their anniversary date for future incremental increases will remain the same as it was prior to the implementation of the new grid.
- B. **New employees will normally be hired at the start rate of their pay band. However, in exceptional circumstances and in consultation with the Bargaining Agent, the Employer can hire employees at a rate of pay that is above the start rate. When a new employee is hired, their anniversary date for future incremental increases will be based on their placement in the wage grid at the time of hire (i.e. an employee hired at the 12 month rate will be placed at the 24 month rate following one year from their date of hire).**
- C. Effective 1 November **2017** and subject to the above ratification, the attached pay grid shall be put into effect.
- D. Effective 1 November **2018** and subject to the above ratification, the attached pay grid shall be put into effect.
- E. **Effective 1 November 2019 and subject to the above ratification, the attached pay grid shall be put into effect.**
- F. Unless otherwise expressly stipulated, the provisions of this Collective Agreement shall become effective on the date it is ratified by the Union and the Employer.
- G. The Agreement will expire on 31 October **2020**.

CFB ESQUIMALT PAY GRID

| Nov. 1, 2016 | START | 6 MOS | 12 MOS | 24 MOS |
|---------------------|--------------|--------------|---------------|---------------|
| 1 | \$10.85 | \$10.96 | \$11.58 | \$12.64 |
| 2 | \$10.90 | \$11.10 | \$11.79 | \$13.05 |
| 3 | \$11.02 | \$11.31 | \$12.58 | \$13.78 |
| 4 | \$12.12 | \$13.10 | \$14.77 | \$16.65 |
| 5 | \$13.80 | \$14.71 | \$16.60 | \$19.23 |
| 6 | \$15.01 | \$15.65 | \$17.53 | \$20.25 |
| 7 | \$16.67 | \$17.79 | \$19.82 | \$22.90 |
| 8 | \$18.35 | \$19.58 | \$21.89 | \$24.71 |
| 9 | \$20.79 | \$21.58 | \$23.87 | \$26.40 |

| Nov. 1, 2017 | START | 6 MOS | 12 MOS | 24 MOS |
|---------------------|--------------|--------------|---------------|---------------|
| 1 | \$11.35 | \$11.40 | \$11.78 | \$12.89 |
| 2 | \$11.41 | \$11.47 | \$12.00 | \$13.31 |
| 3 | \$11.46 | \$11.55 | \$12.80 | \$14.06 |
| 4 | \$12.18 | \$13.20 | \$15.03 | \$16.98 |
| 5 | \$13.87 | \$14.82 | \$16.89 | \$19.62 |
| 6 | \$15.09 | \$15.76 | \$17.84 | \$20.65 |
| 7 | \$16.76 | \$17.93 | \$20.17 | \$23.36 |
| 8 | \$18.44 | \$19.72 | \$22.28 | \$25.20 |
| 9 | \$20.90 | \$21.74 | \$24.29 | \$26.93 |

| Nov. 1, 2018 | START | 6 MOS | 12 MOS | 24 MOS |
|---------------------|--------------|--------------|---------------|---------------|
| 1 | \$11.35 | \$11.46 | \$11.99 | \$13.18 |
| 2 | \$11.41 | \$11.53 | \$12.21 | \$13.61 |
| 3 | \$11.46 | \$11.61 | \$13.02 | \$14.38 |
| 4 | \$12.18 | \$13.26 | \$15.29 | \$17.36 |
| 5 | \$13.87 | \$14.89 | \$17.18 | \$20.06 |
| 6 | \$15.09 | \$15.84 | \$18.15 | \$21.12 |
| 7 | \$16.76 | \$18.02 | \$20.52 | \$23.88 |
| 8 | \$18.44 | \$19.82 | \$22.67 | \$25.77 |
| 9 | \$20.90 | \$21.85 | \$24.72 | \$27.53 |

| Nov. 1, 2019 | START | 6 MOS | 12 MOS | 24 MOS |
|---------------------|--------------|--------------|---------------|---------------|
| 1 | \$11.35 | \$11.49 | \$12.08 | \$13.51 |
| 2 | \$11.41 | \$11.56 | \$12.30 | \$13.95 |
| 3 | \$11.46 | \$11.64 | \$13.12 | \$14.74 |
| 4 | \$12.18 | \$13.29 | \$15.40 | \$17.79 |
| 5 | \$13.87 | \$14.93 | \$17.31 | \$20.56 |
| 6 | \$15.09 | \$15.88 | \$18.28 | \$21.65 |
| 7 | \$16.76 | \$18.06 | \$20.68 | \$24.48 |
| 8 | \$18.44 | \$19.87 | \$22.84 | \$26.41 |
| 9 | \$20.90 | \$21.91 | \$24.90 | \$28.22 |

| Oct. 31, 2020 | START | 6 MOS | 12 MOS | 24 MOS | 36 MOS |
|----------------------|--------------|--------------|---------------|---------------|---------------|
| 1 | \$11.35 | \$11.49 | \$12.08 | \$13.51 | \$13.91 |
| 2 | \$11.41 | \$11.56 | \$12.30 | \$13.95 | \$14.37 |
| 3 | \$11.46 | \$11.64 | \$13.12 | \$14.74 | \$15.18 |
| 4 | \$12.18 | \$13.29 | \$15.40 | \$17.79 | \$18.15 |
| 5 | \$13.87 | \$14.93 | \$17.31 | \$20.56 | \$20.97 |
| 6 | \$15.09 | \$15.88 | \$18.28 | \$21.65 | \$22.08 |
| 7 | \$16.76 | \$18.06 | \$20.68 | \$24.48 | \$24.85 |
| 8 | \$18.44 | \$19.87 | \$22.84 | \$26.41 | \$26.81 |
| 9 | \$20.90 | \$21.91 | \$24.90 | \$28.22 | \$28.65 |

LETTER OF UNDERSTANDING #1

Re: Seasonal Employees

Seasonal employees who are laid off and return to work within the recall period shall have the lay-off time accrued towards their length of service in terms of vacation allowance in accordance with Article 15.01 and in terms of placement on the pay grid.

LETTER OF UNDERSTANDING #2

Re: Closure of Outlets

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

Should this become necessary during the term of this agreement and such changes result in the displacement of employees, the Employer agrees to meet with the Union to discuss the possibilities of alternate employment. When the Employer becomes aware of changes as set out above, the Employer will notify the Union and the Union and the Employer will meet to commence discussions.

This letter of understanding will not form part of the collective agreement.

It is understood that the Employer will make every effort to notify the Union as far in advance as possible regarding a potential outlet closure. Furthermore, the Employer shall attempt to find alternate positions for any employees displaced by an outlet closure, providing the employee has the requisite experience, skills, and abilities that such available position requires.

LETTER OF UNDERSTANDING #3

Re: Casuals

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

The underlying purpose of this is to eliminate the employment of casual employees and to regulate the assignment of the hours so displaced to bargaining unit employees. An additional purpose is to regulate the assignment of hours due to planned absences of employees (i.e. vacation, leave without pay, 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 that become available due to scheduled absences of bargaining unit employees.

In order to implement this, the Employer will post a notice for a period of seven (7) calendar days once every six (6) months, advising all bargaining unit employees of the following:

- (a) The daily blocks of hours currently worked by casual employees that will become available to bargaining unit employees;
- (b) That the hours may be claimed, in order of seniority, with full-time employees taking precedence over part-time employees;
- (c) That the hours claimed must be in the same outlet in which the employee currently works and of the same job title;
- (d) That the hours claimed to not result in overtime;
- (e) That the additional hours do not result in a change in status from part-time to full-time;
- (f) That a full-time employee comply with Article 11.07 should a split shift result from claiming the additional hours; and
- (g) That any other provision of the collective agreement he complied with.

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

The Union Representative and the Human Resources Manager will meet every six (6) months and review the above.

During Collective Agreement negotiations, the Employer and the Union agreed that the use of casual employees within the NPF bargaining unit in Esquimalt shall be monitored on an ongoing basis. The Employer shall share the information in regards to casuals with the Union at the JLMRC meetings with a view to minimizing their usage wherever possible.

This letter of understanding will not form part of the collective agreement.

LETTER OF UNDERSTANDING #4

Re: Maternity Leave

Notwithstanding the language of Article 16.07 (a) (2), employees who **were on strength within the bargaining unit** as of **December 8, 2013** and who receive the maternity leave allowance will only be required to return to work for a period of ten (10) working days following their maternity leave. Further, employees who receive the maternity leave allowance but are unable to return to work for the period of time outlined in Article 16.07 (a) (2) because they have been posted to another location due to their spouse being transferred will not be indebted to NPF for the amount of the maternity leave allowance.

This letter of understanding will not form part of the collective agreement.

LETTER OF UNDERSTANDING #5

Re: Bereavement Leave

It is recognized by the parties that the situations which call for bereavement leave are based on individual circumstances. Upon request from an employee, the Employer may, after considering the particular circumstances involved, grant the employee leave with pay for a longer period of time and/or in a manner different than the provisions of 16.08 (a)

This letter of understanding will not form part of the collective agreement.

LETTER OF UNDERSTANDING #6

Re: Fitness Instructor Clothing

Each Fitness Instructor will be provided with an annual clothing allowance as determined by the Employer at CFPSA HQ to purchase uniforms and Employer approved work related clothing.

Notwithstanding the above, during the probationary period the Employer shall utilize a portion of the clothing allowance to provide the probationary employee with the required clothing as determined necessary by the Employer to perform the basic functions of the job.

Once the Fitness Instructor has completed the probationary period he/she shall be entitled to the balance of their annual clothing allowance to purchase any other approved work related clothing they require.

It is understood that the Fitness Instructors are solely responsible for all costs incurred for work related clothing that exceeds the annual clothing allowance.

In the event that the Employer requires an employee to wear a new item of clothing outside of the standard required clothing that impacts the annual allowance then the Employer will deal with the issue on an individual basis

LETTER OF UNDERSTANDING #7

Re: Leave without Pay for Relocation of Spouse

A full-time or part-time Employee whose spouse is being relocated/posted/transferred to another geographical location for work reasons may be granted relocation leave without pay for up to twelve (12) months provided that he/she meets the following eligibility requirements:

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

An employee may continue group benefits and pension coverage provided the Employee pays both the Employer's and his/her share of contributions. The Employee shall, along with the request for relocation leave, notify NPF in writing of the options concerning the pension and group benefits coverage.

Length of service is retained but does not accrue during the leave period.

If the Employee receives an offer of employment at his/her new location or returns to their original location and is rehired within the 12 month leave period their reemployment will be treated as continuous service and his/her relocation leave will automatically end effective the day before the Employee starts working in the new position.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS DAY OF , 2017

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING #8

Re: Multiple Employment for Specialty Positions

The parties agree to the following:

- 1) With the approval of the managers of the applicable outlets and subject to the conditions of the Letter of Understanding, interested and qualified employees within the bargaining unit can engage in multiple employment by working additional hours in a specialty position different from his/her substantive position.
- 2) The parties agree that the purpose of this agreement is to allow employees the ability to work additional hours for the Employer without affecting their status, benefits or entitlements. The following are the terms and conditions relating to multiple employment:
 - a. The employee's status shall remain that of the employee's substantive (primary position) and the hours worked in the second position will not be included in the determination of the employee's status.
 - b. The employee will have no seniority in the second position nor will the time worked in the second position be used to calculate the employee's seniority within the bargaining unit or the applicable outlet(s).
 - c. There must not be a conflict between the work schedules of the employee's substantive position and the employee's second position.
 - d. While working in the substantive position, the employee shall be paid the rate of pay relating to his/her substantive position. While working in the second position, the employee shall be paid the rate of pay associated with the second position.
 - e. The compensation received while working in the second job will be subject to union dues, as applicable. However the hours and compensation from the second job 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 second job will not be considered overtime hours and will be excluded from the calculation of the employee's weekly hours of work/normal hours of work and in the determination of the employee's entitlement to overtime pay.
The employee is not entitled to take paid leave from the second position.
 - f. The employee may not receive two types of pay for the same hours of work (for e.g. the employee cannot receive paid time off from his/her primary position for hours worked in the employee's second position). Further, the employee may not perform work in the second position while on sick leave

LETTER OF UNDERSTANDING #9

Re: Secondments

With regards to the secondment of employees to NPF/CFMWS deployed operations or to other employer assignments (as referenced by Article 13.02 (g) of the Collective Agreement), such secondments shall be for a term of up to one (1) year. If the Employer determines there is an operational need to extend the secondment, such extension shall be for a maximum period of one (1) year, for a total maximum secondment period of two (2) years.

MEMORANDUM OF UNDERSTANDING

Re: Bargaining Agent Base Visits, CFB Esquimalt

With regards to Article 9.03 of the Collective Agreement between the Staff of the Non-Public Funds, and the United Food and Commercial Workers Union, Local 1518, the following shall be applicable:

1. The business Agent shall advise the Human Resources Manager and the Human Resources Assistant by email at least twenty-four (24) hours in advance of his/her intention to visit the base for the purposes outlined in the above mentioned Article.
2. Should the visit be scheduled for a Monday, the Business Agent shall notify the Employer no later than the Friday before the actual visit will occur.
3. Should the Union Business Agent not receive a response to the email he/she may assume that the Employer has raised no objections to said visit.

This letter shall not form part of the Collective Agreement.

Adrian Scales
SNPF

Donna Tremblay
UFCW

1 February 2011

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