

# **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, 2020 to October 31, 2023**

**Ratified by member vote: August 25, 2021**

**Ratified by the Employer: August 25, 2021**



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## **ARTICLE 1 – Purpose of Agreement**

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- 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**

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- 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**

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- 3.01 For the purpose of this Agreement:
- (a) Full-time Employee means an employee who has completed **their** probationary period and is employed on a continuing basis for thirty-two (32) or more hours per week.
  - (b) 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 **or part-time** full-time status. The probationary period shall not exceed:
    - (i) supervisory – three (3) calendar months;
    - (ii) 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 $\frac{1}{3}$ ) hours or more per week. Continuing basis is defined as thirteen (13) consecutive weeks.
  - (d) 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 The terms of this Agreement shall apply to full-time and part-time employees except where otherwise specifically stated.

#### **ARTICLE 4 – State Security**

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- 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**

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- 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 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**

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- 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**

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7.01 Subject to the provisions of this Article and as a condition of employment, the Employer will 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 **reception@ufcw1518.com** by the fifteenth (15<sup>th</sup>) day following the end of two (2) consecutive payroll periods, except for 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**

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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**

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- 9.01 A Steward shall obtain the permission of **their** manager before leaving **their** work to investigate complaints that lie within the jurisdiction agreed to in Article 8, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. The Steward shall report back to **their** manager before resuming **their** normal duties. A Steward shall be permitted to perform **their** 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 **their** 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 **Employer or its** 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.
- 9.07 When an employee in on approved leave without pay for Union business, their pay shall continue as normal and any time spent on Union business without pay, where authorized by the Union shall be billed to the Union.**

## ARTICLE 10 – Health & Safety

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- 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 **Local Occupational Health and Safety Committee**.
- 10.02 It is the responsibility of the employee to observe the safety rules, to wear and use safety equipment according to instructions and to immediately advise **their** supervisor of any unsafe working conditions.
- 10.03 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 **their** 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

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- 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. **This requirement may be waived by mutual consent.**

11.03 A work schedule shall be posted **in each outlet** on the appropriate bulletin board **(or designated physical space)** no later than Thursday morning showing the scheduled working hours for each employee covered by this Agreement for the following **three (3)** week period. If a schedule is not posted by 1200 hours Thursday, the schedule for the previous **three (3)** weeks will apply. After 1200 hours Thursday, no changes in schedule for the following **three (3)** 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.

(a) With 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 Thursday 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 Thursday will be responsible for finding an employee to replace them.

**(b) Employees who wish to change their shift with another qualified employee must first submit such request in writing to their supervisor. Should the request be granted, the Employer shall not be liable for any claims of non-compliance with the Collective Agreement resulting from the shift change. The Employer shall not unreasonably deny any such request.**

11.04 Meal periods shall be as follows:

(a) Employees **scheduled for more than five (5)** consecutive hours 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 midpoint of the work period as possible.

**(b) If as a result of operational requirements, the Employer advises an employee that they are unable to take their meal period, they shall be either:**

**(i) be paid for the meal period at the applicable rate of pay; or**

**(ii) be granted equivalent compensatory time off at the employee's regular rate of pay**

- 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 **at least four (4) hours in advance**, 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 **11.16 (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. Rest periods shall not be allocated within one (1) hour of a meal period or within one (1) hour of starting or quitting time.
- (a) If as a result of operational requirements, the Employer advises an employee that they are unable to take their rest period, they shall be either:**
- (i) be paid for the meal period at the applicable rate of pay; or**
  - (ii) be granted equivalent compensatory time off at the employee's regular rate of pay**
- 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 eleven (11) consecutive calendar weeks, exclusive of any periods of leave.
- 11.16** An employee called in and who reports to work shall receive a minimum of three (3) hours pay at **their** applicable rate of pay.

## **ARTICLE 12 – Overtime**

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- 12.01 When an employee is required to work in excess of eight (8) hours in a day or forty (40) hours in a week **they** shall be paid for the overtime at a rate of pay not less than one and one-half times (1½ x) **their** 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 **with pay within ninety (90) days of the overtime worked. After the ninety (90) day period has expired, the overtime will be paid out to the employee without further notice.**

- 12.03 Overtime shall be offered first to the employee with the most seniority on the shift in the **outlet** 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 24<sup>th</sup>, Christmas Day and on December 31<sup>st</sup>, and New Years Day shall be compensated at two times (2 x) the employee's regular hourly rate.
- 12.05** When an employee is required to work on the seventh (7<sup>th</sup>) and subsequent consecutive days, **they** shall be paid two times (2 x) 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 13 – Seniority**

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### **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 sub-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 (2) 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 **their** seniority rights under this Agreement and **their** service will be terminated if:

- (a) **they** voluntarily leave **their** employment with the Employer;
- (b) **they are** discharged for cause;
- (c) **they have** been laid-off for a continuous period of twelve (12) months;
- (d) **they have** been laid-off and are recalled to work and fails to return to work or to give in writing valid reasons for **their** inability to do so within three (3) working days of the date **they have** 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 **their** current mailing address and telephone number;

- (e) **they** overstay a period of leave granted by the Employer in accordance with Article 15 and Article 16 without securing an extension of such leave;
- (f) **they** absent **themselves** from **their** work for more than three (3) working days without securing leave in accordance with Article 15 and Article 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) **they are** a full-time employee and is employed full-time with another Employer; and
- (h) **they are** a probationary employee and are 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 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 **their** 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 **their** outlet **they** shall be offered the part-time work provided **they are** able and qualified to perform the work. If **the employee** accept the part-time work **they** shall receive the rate of pay of the job in which **they are** placed. A full-time employee who accepts part-time work shall be retained on the lay-off list and shall be eligible for recall to a full-time position for a period of **twelve (12)** months in accordance with the provisions of this Article.
  - (b) A full-time employee who is given part-time status in accordance with sub-Article 13.05(a) will retain seniority as a full-time employee for **twelve (12)**

months. At the end of this period the full-time employee will be given 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 Article 13.04 and Article 13.05 may continue the benefits listed in Article 19.02 for a period of **twelve (12)** months. The employee will be responsible for both the employee and Employer share of the **benefit premiums and pension contributions, if applicable.**

### **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 **they are** of the same job title or higher than the classification level of the vacant position and provided **they** have the necessary experience, ability, and skill to do the job required.
- (b) For the purposes of applying this 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 **electronically on the Careers page of the CFMWS website and on the designated** bulletin boards for **a minimum of 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:
    - (i) applicants within the outlet who are of the same job title,
    - (ii) applicants within the outlet who are of other job titles,

(iii) applicants within the Bargaining Unit outside the outlet concerned,  
and

(iv) 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 sub-Article 13.07(b) and if during the first thirty (30) days of the assessment the employee decides that **they** do not wish to remain in the position, the employee will be removed from the job and will be reassigned to **their** former position or to a position equivalent to **their** former position without loss of seniority.

### **Grievances**

13.10 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**

13.11 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**

13.12 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**

13.13 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**

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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:

- (a) paid one and one-half times (1½ x) **their** regular hourly rate of pay for the hours worked in addition to **their** regular wages for the day; or
- (b) paid one and one-half times (1½ x) **their** regular hourly rate of pay for the hours worked and be given a day off with pay at some other time convenient to **them** and the Employer.
- (c) An employee working more than eight (8) hours on a designated holiday will be paid double-time (2 x) 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 **they are** required to work on a designated holiday **they** must be paid at one and one-half times (1½ x) **their** regular hourly rate of pay.

14.06 A full-time employee is not entitled to pay for a designated holiday unless **they** work **their** scheduled day before and **their** scheduled day after the holiday, unless the absence is due to provable personal injury or illness.

- 14.07 **If an employee** is required to work on the designated holiday **they** shall be paid at a rate at least equal to one and one-half times (1½ x) **their** regular hourly rate of pay for the time worked by **them** on that day, unless **they are** employed in a continuous operation in which case **they are** entitled to **their** regular hourly rate of pay for the time worked by **them** on that day.
- 14.08 No full-time employee is entitled to be paid for a designated holiday when **they are** not entitled to pay for at least ten (10) days during the thirty (30) calendar days immediately preceding the designated holiday.
- 14.09 **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 times (1½ x) 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 (2) consecutive designated holidays **as listed in Article 14.01**. Notwithstanding the preceding, this condition does not preclude the employee from requesting to work two (2) consecutive designated holidays should the schedule allow.

#### **ARTICLE 15 – Vacation Leave**

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- 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:

<b>Continuous Full-Time Employment</b>	<b>Entitlement</b>
In the 1 <sup>st</sup> year	10 working days
In the 2 <sup>nd</sup> to 6 <sup>th</sup> years	15 working days
In the 7 <sup>th</sup> to 15 <sup>th</sup> years	20 working days
In the 16 <sup>th</sup> to 17 <sup>th</sup> years	23 working days
In the 18 <sup>th</sup> to 26 <sup>th</sup> years	25 working days
In the 27 <sup>th</sup> year	27 working days
In the 28 <sup>th</sup> and subsequent years	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 (2) weeks may be counted as time earning vacation.
- 15.04 Subject to operational requirements the Employer shall make every reasonable effort to schedule an employee's vacation at a time acceptable to **the employee**.
- 15.05 An employee shall give the Employer at least one (1) month's notice in writing regarding the actual dates on which **they** desire to take a vacation of five (5) or more working days. Leave for shorter periods may be granted provided sufficient notice is given.
- 15.06 The normal vacation period shall commence on May 31 and end on September 30. This in no way precludes employees from requesting vacation leave outside the normal vacation period. If the Employer determines that the requested vacation will not interfere with the proper operation of the outlet, the request will be approved.
- 15.07 The vacation schedule shall be posted prior to the vacation period as specified in Article 15.06 and such vacations will be granted on the basis of seniority by outlet. A senior employee will not be able to request a **vacation** 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 **their** 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 **its** delegate. Applications for vacation carry-over shall be submitted in writing. If an employee carries over **their** vacation entitlement from one (1) year to the next year **they** must use up all of **their** entitlement in the second (2<sup>nd</sup>) 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, **they** shall have the vacation for the period covered by the certificate converted to sick leave. The days of

vacation lost as a result of the sickness shall be re-credited to **their** vacation record.

- 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 **them** in respect to any prior completed year of employment and vacation pay for any portion of the year completed at the time of termination at **their** current hourly rate of pay.
- 15.14 Part-time employees will be paid vacation pay as follows:

<b>Years of Employment</b>	<b>% of gross annual earnings</b>
In the 1 <sup>st</sup> year	4%
In the 2 <sup>nd</sup> to 6 <sup>th</sup> years	6%
In the 7 <sup>th</sup> to 15 <sup>th</sup> years	8%
In the 16 <sup>th</sup> to 17 <sup>th</sup> years	9%
In the 18 <sup>th</sup> to 26 <sup>th</sup> years	10%
In the 27 <sup>th</sup> year	11%
In the 28 <sup>th</sup> and subsequent years	12%

- 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 **them**, if requested in writing. The unpaid vacation shall be commensurate with the entitlement in Article 15.14.
- 15.16 **Once a year, part-time employees shall be entitled to choose to receive their vacation pay:**
- (a) every pay period, or
  - (b) once a year at a time chosen by the employee.

**The employee's election must be made by November 1<sup>st</sup> of each year or the previous year's election will be applied.**

## ARTICLE 16 – Leave General

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### **Sick Leave Plan**

- 16.01 (a) All full-time employees **are entitled to up to seventeen (17) weeks of sick leave at 100% salary.**
- (b) **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.**
- (c) The following conditions govern the entitlement to sick leave:
- (i) The employee must notify **their** immediate supervisor of **their** absence prior to **their** 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 **they** will indicate the reason for the absence and the expected date of return.
  - (ii) A medical certificate signed by a doctor must be provided for each absence in excess of five (5) working days. The Employer reserves the right to require a medical certificate for any period of illness that occurs 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.
  - (iii) **Employees on maternity leave or any other form of leave are excluded from earning and taking sick leave.**
  - (iv) Sick leave is not cumulative from year to year nor does it have any cash value.
- (d) The full time employee's entitlement is reinstated under the following conditions:
- (i) If the sick leave is less than seventeen (17) weeks in duration, the employee will have **their** full paid sick leave benefits reinstated after **they have** 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;
  - (ii) If the sick leave is seventeen (17) weeks in duration, the employee will have **their** full paid sick leave benefits reinstated after **they have** returned from sick leave or **long term disability (LTD)** to regular full-time employment for seventeen (17) consecutive weeks for the same

illness/injury or seven (7) consecutive calendar days for a new illness/injury.

### **Maternity and Parental Leave**

16.02 **All employees are** entitled to a leave of absence without pay as follows:

- (a) When an employee provides **the** Employer with a certificate of a qualified medical practitioner confirming that **they are** 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 **twelve (12)** weeks prior to the estimated date of delivery and end not later than seventeen (17) weeks following the actual date of delivery.
- (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 **without pay for either**:
  - (i) **A single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period; or**
  - (ii) **A single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period.**  
**beginning on the day on which the child is born or the day on which the child comes into the employee's care.**
  - (iii) **In the case of the employee who gives birth, the expiration of any leave of absence taken for maternity purposes, or on the day the child is born or comes into the employee's care and custody.**
- (c) **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.**
- (d) **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 provided that the leave does not end later than one hundred and four (104) weeks after the child is born or comes into the care of the employee.**

- 16.03 The aggregate amount of leave of absence without pay that may be taken by two NPF employees pursuant to Article 16.02 will not exceed **sixty-three (63)** 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 **pursuant to Article 16.02** and of any change in length of leave intended to be taken.
- 16.05 An employee returning from **leave provided pursuant to Article 16.02** shall be reinstated into the position occupied at the time the leave commenced. **Should the employee's position be eliminated, then and only then will the parties look to a similar scenario**, with not less than the same wages and benefits. If, during the period of leave, the wages and benefits of the group to which the employee belongs are changed as a result of a reorganization, and/or a renewal of the Collective Agreement, the employee is entitled, upon return from leave, to receive the same pay and benefits that the employee would have received had **they** been working when the reorganization and/or renewal of the Collective Agreement took place. An employee on leave will be notified in writing if such a change took place.
- 16.06 Leave granted under Article **16.02** 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 **Maternity or Parental Leave** notify the Employer in writing of the options concerning the pension and group insurance benefits. **If an employee elects to continue their pension and/or group benefits**, the Employer shall continue to pay its share of contributions.
- 16.08 The employee is required to give the Employer at least four (4) weeks written notice of their desire to return to work from Maternity and/or Parental Leave. If the employee fails to give said notice or fails to return to work on the expiry date of the Maternity and/or Parental Leave, the employee shall be considered to have voluntarily terminated their employment.**

### **Maternity Leave Allowance**

- 16.09 (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:

- (i) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that **they have** applied for and **are** 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;
- (ii) 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
- (iii) Should the employee fail to return to work, the employee is indebted to **the Employer** for the full amount of the two (2) week allowance and the fifteen (15) week top-up allowance.

### **Bereavement Leave**

- 16.10 (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 **their** immediate family and for one (1) day in the case of a distant relative. In addition **they** may be granted up to two (2) days leave with pay for the purpose of necessary travel related to the death.
- (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, **spouse**, 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, spouse's grandparents, aunt, uncle or nay relative permanently residing in the employee's household or with whom the employee resides.
- (c) Should the periods mentioned above contain one or more non-working days (for example, Sunday or day off), the employee may claim payment only for the actual days of work **they** will have missed.
- (d) **It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided in sub-Article 16.10(a) above.**



## Jury Duty

16.11 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 **to the employee** for jury services and the amount **they** could have earned had **they** worked on such days. This does not apply if the employee is excused from jury duty for the rest of the day or days and fails to report back to work, or if the jury duty occurs on the employee's regular scheduled day off. The employee must promptly notify the Employer that **they have** been summoned for jury duty.

## Court Leave

16.12 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 **their** position;
- (d) before a legislative council, legislative assembly or House of Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
- (e) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

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

## Leave of Absence Without Pay

16.13 An employee may be granted a leave of absence without pay provided **they** receive permission in advance from the Employer in writing. Such leave of absence will not be unreasonably withheld. 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 **their** former position. **Should the employee's former position be eliminated then and only then will the parties look to a similar position scenario**, 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**

- 16.14 (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 **their** 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**

- 16.15 An employee is not entitled to a designated holiday, vacation or any other forms of leave with pay during periods **they are** on leave of absence without pay, maternity leave, under suspension, or on lay-off.

### **Compassionate Care Leave**

- 16.16 **Provided that the employee has provided confirmation that they have applied and are eligible to receive Employment Insurance Compassionate Care benefits, a full-time or part-time employee shall be eligible to receive up to six (6) months within a fifty-two (52) week period Compassionate Care Leave without pay.**
- (a) **An employee returning from Compassionate Care leave shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the same location, with not less than the same pay and benefits. If during the period of leave, the pay and benefits of the group to which the employee belongs are changed, the employee is entitled, upon return from leave, to receive the same pay and benefits that the employee would have received had they been working when the change occurred. An employee on leave will be notified in writing if such a change took place.**
- (b) **Length of service continues to accrue during absences of Compassionate Care leave.**

- (c) **An employee shall, along with the request for Compassionate Care leave, notify the Employer in writing of the options concerning the pension and group benefits coverage. An employee on Compassionate Care leave may continue group benefits coverage provided the employee pays their share of contributions and premiums; the Employer shall continue to pay its share of contributions and premiums.**

### **Leave for Family Related Responsibilities**

16.17 The Employer shall grant up to five (5) days family related leave with pay in a fiscal year to full-time employees **and twenty (20) hours to part-time employees** to be used in any combination for the following reasons:

- (a) To take a dependent family related member for medical or dental appointments or for appointments with appropriate authorities in school or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for family members to minimize **their** absence from work. An employee requesting this leave provision must notify **their** supervisor of the appointment as far in advance as possible.
- (b) For the temporary care of a sick member of the employee's immediate family.
- (c) For the needs directly related to the birth **or the adoption** of the employee's child. This leave may be divided into two (2) separate periods and granted on separate days.
- (d) To attend school functions if the supervisor was notified of the function as far in advance as possible.
- (e) To provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility.
- (f) To attend an appointment with a legal or paralegal representative or with a financial representative if the supervisor was notified of the appointment as far in advance as possible.
- (g) **To attend to personal/family emergencies beyond the control of the employee.**
- (h) **To attend a house-hunting trip for relocation of spouse.**
- (i) The total leave with pay, which may be granted under **Article 16.17** shall not exceed five (5) working days **for full-time employees and will not**

**exceed twenty (20) hours for part-time employees, in any fiscal year.**

For the purposes of this **Article**, family is defined as spouse or common law spouse resident with the employee, dependent children, **parent**, grandchildren, or any **other relative with whom the employee is in a care relationship whether or not residing with the employee.**

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

### **Leave for Pregnant Employees**

16.18 The Employer shall grant pregnant employees up to one-half ( $\frac{1}{2}$ ) day of reasonable time off with pay for the purpose of attending **each routine** 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 **their** absence from work. An employee requesting leave under this provision must notify **their** supervisor of the appointment as far in advance as possible.

### **Personal Day Leave**

16.19 **Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each calendar year, a single period of one (1) shift with pay for reasons of a personal nature. The Employer may approve requests with less than the above notice and such requests shall not be unreasonably denied.**

This leave may not be carried over in to a subsequent year.

### **Domestic Violence Leave**

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

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

- (a) obtain care and support for themselves or their child following a physical or psychological injury, or
- (b) use an organization that assist victims of domestic violence, or

- (c) obtain counselling services, or
- (d) move temporarily or permanently, or
- (e) obtain legal or police assistance or
- (f) to prepare for legal proceedings (civil or criminal).

This paid leave will not exceed two (2) days in any fiscal year, at times convenient to the employee.

The Employer may, through its local Human Resources manager, in writing, and no later than fifteen (15) days after the employee's return to work, request that the employee provide documentation in support of the leave. The employee must provide this documentation only if it is reasonably possible for them to obtain it and provide it.

The Employer agrees that an employee will not be subject to adverse action if their attendance or job performance is affected because they are experiencing domestic violence.

At the request of the employee, the Employer undertakes, in collaboration with the employee, to develop a plan to ensure their safety in the workplace.

Any personal information related to a domestic violence case will be treated in a strictly confidential manner, in accordance with the relevant legislation, and shall not be disclosed to any other party without the employee's express written agreement. No information on domestic violence will be kept.

### **Leave without Pay for Relocation of Spouse**

**16.21** 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 **the employee** meets the following eligibility requirements:

- (a) the employee must submit a written request for relocation leave to **their** manager at least four (4) weeks in advance;
- (b) the employee must provide proof of the spouse's relocation/posting/transfer;

- (c) the employee must provide advance written confirmation that **they are** voluntarily giving up rights to **their** substantive position effective the first (1<sup>st</sup>) day of **their** relocation leave (thus allowing **their** former position to be immediately filled on a permanent basis);
- (d) the employee must provide advance written confirmation that **they** will be deemed to have voluntarily resigned from the NPF employment effective the last day of **their** relocation leave in the event that **they are** not successful in obtaining another NPF position at the new location during **their** leave;
- (e) the employee must ensure **their** previous location has **their** current contact information; and
- (f) An employee may continue group benefits and pension coverage provided the employee pays both the Employer's and **their** 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 their new location or returns to their original location and is rehired within the twelve (12) month leave period **their** reemployment will be treated as continuous service and **their** relocation leave will automatically end effective the day before the employee starts working in the new position.

## **ARTICLE 17 – Grievance Procedures**

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- 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 **Federal Public Sector Labour Relations Act**, as may be amended from time to time, an employee who feels that **they have** been treated unjustly or considers **themselves** aggrieved by 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, **they are** not entitled to present the grievance unless **they have** the approval of and are 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 Grievance Presentation form or by reason of any technical irregularity. The form is obtainable from the **Employer's** 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 **its** 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 (20<sup>th</sup>) day; and
  - (b) where it relates to disciplinary action resulting in discharge, not later than the twenty-fifth (25<sup>th</sup>) day after the day on which the employee 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 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 **its** 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, **they** may refer the grievance to adjudication in accordance with the provisions of the ***Federal Public Sector 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 **the employee** of a provision of a Collective Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the 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**

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- 18.01 Employees shall be paid for services rendered at the hourly rate of pay specified in **Annex 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 **11.16** (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, **they** shall be paid as if **they** have 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 position (Category II) for one (1) or more consecutive days, **they** shall be paid, in addition to **their** normal rate of pay a ten percent (10%) increment based on **their** normal wages for the period from the first (1<sup>st</sup>) day. After one (1) month the increment shall be increased to twenty percent (20%) based on **their** normal wages.

## **ARTICLE 19 – Consultation**

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- 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
- 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**

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- 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 that 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 – Discipline**

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- 21.01** The Employer shall advise an employee of their right to Union representation when they are required to attend an investigation or fact-finding meeting with the Employer, or to attend a meeting where discipline will be issued to an employee.
- 21.02** If following the completion of an investigation, the Employer determines that an employee will be disciplined, then the Employer shall advise the Union and the employee, where practicable, a minimum of two (2) days in advance of such a meeting.
- 21.03** In the event that an employee has been disciplined, such employee will be provided in writing, the reasons, which caused the discipline and the corrective action required, with a copy provided to the Local Union Representative.

## **ARTICLE 22 – Employee Files**

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- 22.01** Where the Employer serves a written warning notice to an employee regarding **their** work or conduct, that will become a part of the employee's permanent record, a copy of such notice shall be handed to the employee and another one to the union steward who will be present, unless the employee requests that **they** do not attend.
- 22.02** 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.
- 22.03** Upon written request submitted twenty-four (24) hours in advance to the Employer's Human Resources Office, an employee will be granted visual access to their personnel file.
- 22.04** 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.
- 22.05** An employee's job description shall be supplied to **them** at the time of hire.

22.06 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 Employer's Job Evaluation Program. The rate of pay for the job will be as per the applicable pay level in Annex A.

22.07 Jobs shall be evaluated by the Job Evaluation Committee, if the job changes.

### **ARTICLE 23 – Bulletin Boards**

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23.01 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.

23.02 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 24 – Rest Rooms**

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24.01 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 25 – UNIFORMS**

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25.01 Uniforms that the Employer requires shall be furnished to the employee by the Employer without charge.

25.02 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

25.03 Waterproof pants shall be made available to all arena employees as determined necessary by the Employer

25.04 The Employer shall provide UV safety glasses as required and as deemed necessary by the Employer.

### **ARTICLE 26 – Meetings**

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26.01 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 27 – Shortages Policy**

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

## **ARTICLE 28 – General**

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### **Gender**

- 28.01 **In this Agreement, expressions referring to employee or the masculine or feminine gender are meant for all employees, regardless of gender.**

### **Official Texts**

- 28.02 Both the English and French texts of this Agreement shall be official.
- 28.03 The Employer and the Union will incur the cost of publishing the Collective Agreement on an alternate basis. The publication of this Agreement will be borne by the **Employer**.

## **ARTICLE 29 – Severance Pay**

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- 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 Severance pay entitlement for full-time **and part-time** employees shall be two (2) weeks' pay for the first (1<sup>st</sup>) full year of service and one (1) week's pay for each additional full year of continuous full-time **or part-time** 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**

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

30.02 This Agreement shall expire on **October 31, 2023**.

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



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**Kim Novak**  
President

**FOR THE EMPLOYER**  
**Staff of the Non-Public Funds,**  
**Canadian Forces**



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**Sean N. Cantelon**

Chief Executive Officer, Staff of the Non-Public Funds, Canadian Forces

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**Amy Lecompte**  
Chief Negotiator and Senior Labour  
Relations Officer

**ANNEX A – Pay Grids**

<b>Nov 1, 2020</b>	<b>START</b>	<b>6 MOS</b>	<b>12 MOS</b>	<b>24 MOS</b>	<b>36 MOS</b>
1	\$15.04	\$15.09	\$15.26	\$15.58	\$15.91
2	\$15.10	\$15.16	\$15.35	\$15.68	\$16.08
3	\$15.15	\$15.23	\$15.45	\$15.79	\$16.22
4	\$15.21	\$15.31	\$15.86	\$18.32	\$18.69
5	\$15.32	\$15.38	\$17.83	\$21.18	\$21.60
6	\$15.54	\$16.36	\$18.83	\$22.30	\$22.74
7	\$17.26	\$18.60	\$21.30	\$25.21	\$25.60
8	\$18.99	\$20.47	\$23.53	\$27.20	\$27.61
9	\$21.53	\$22.57	\$25.65	\$29.07	\$29.51

**Minimum Wage increase adjustment**

<b>Jun 1, 2021</b>	<b>START</b>	<b>6 MOS</b>	<b>12 MOS</b>	<b>24 MOS</b>	<b>36 MOS</b>
1	\$15.20	\$15.43	\$15.66	\$16.11	\$16.57
2	\$15.35	\$15.58	\$15.81	\$16.27	\$16.73
3	\$15.51	\$15.74	\$15.97	\$16.44	\$16.90
4	\$15.66	\$15.90	\$16.13	\$18.32	\$18.69
5	\$15.82	\$16.05	\$17.83	\$21.18	\$21.60
6	\$15.98	\$16.36	\$18.83	\$22.30	\$22.74
7	\$17.26	\$18.60	\$21.30	\$25.21	\$25.60
8	\$18.99	\$20.47	\$23.53	\$27.20	\$27.61
9	\$21.53	\$22.57	\$25.65	\$29.07	\$29.51

<b>Nov 1, 2021</b>	<b>START</b>	<b>6 MOS</b>	<b>12 MOS</b>	<b>24 MOS</b>	<b>36 MOS</b>
1	\$15.39	\$15.62	\$15.85	\$16.31	\$16.78
2	\$15.54	\$15.78	\$16.01	\$16.48	\$16.94
3	\$15.70	\$15.93	\$16.17	\$16.64	\$17.11
4	\$15.86	\$16.09	\$16.33	\$18.55	\$18.93
5	\$16.01	\$16.26	\$18.05	\$21.44	\$21.87
6	\$16.18	\$16.56	\$19.06	\$22.58	\$23.03
7	\$17.48	\$18.83	\$21.57	\$25.53	\$25.92
8	\$19.23	\$20.72	\$23.82	\$27.54	\$27.96
9	\$21.80	\$22.85	\$25.97	\$29.43	\$29.88

<b>Nov 1, 2022</b>	<b>START</b>	<b>6 MOS</b>	<b>12 MOS</b>	<b>24 MOS</b>	<b>36 MOS</b>
1	\$15.54	\$15.78	\$16.01	\$16.48	\$16.94
2	\$15.70	\$15.93	\$16.17	\$16.64	\$17.11
3	\$15.86	\$16.09	\$16.33	\$16.81	\$17.28
4	\$16.01	\$16.26	\$16.50	\$18.74	\$19.12
5	\$16.18	\$16.42	\$18.23	\$21.66	\$22.09



<b>Nov 1, 2022</b>	<b>START</b>	<b>6 MOS</b>	<b>12 MOS</b>	<b>24 MOS</b>	<b>36 MOS</b>
<b>6</b>	<b>\$16.34</b>	<b>\$16.73</b>	<b>\$19.25</b>	<b>\$22.80</b>	<b>\$23.26</b>
<b>7</b>	<b>\$17.65</b>	<b>\$19.02</b>	<b>\$21.78</b>	<b>\$25.78</b>	<b>\$26.17</b>
<b>8</b>	<b>\$19.42</b>	<b>\$20.93</b>	<b>\$24.06</b>	<b>\$27.82</b>	<b>\$28.24</b>
<b>9</b>	<b>\$22.01</b>	<b>\$23.08</b>	<b>\$26.23</b>	<b>\$29.72</b>	<b>\$30.18</b>

## **ANNEX B – Pay Notes**

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- A.** Subject to ratification by the Union and the Employer, effective 1 November **2020**, the attached pay grid at **Annex A** 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.** Effective 1 November **2021** and subject to the above ratification, the pay grid at Annex A shall be put into effect.
- C.** Effective 1 November **2022** and subject to the above ratification, the pay grid at Annex A shall be put into effect.

### **Minimum Wage Adjustment**

- D.** In the event that the provincial minimum wage increases during the life of this Agreement, the following shall apply:
  - (a)** If the minimum wage increases on the same date a negotiated grid comes into effect, that grid will remain the grid in effect on that date, however rates of pay will be set at the higher rate between the negotiated rate and the rate determined by the minimum wage adjustment grid formula below.
  - (b)** If the minimum wage increases on a date that is not aligned to the implementation of a negotiated grid, the next negotiated grid will be put into effect on the day that the minimum wage increases. However, the rates of pay will be set at the higher rate between the negotiated rate and the rate determined by the minimum wage adjustment grid formula below.
  - (c)** If the minimum wage increases after the last grid of the Agreement has been implemented, the rates of pay will be initially set at the higher between the current rates of pay and the rates determined by the minimum wage adjustment grid below. In that event, the next negotiated grid, once ratified, will be put into effect on the day that the minimum wage increased. However, only employees actively on strength on the day the new agreement is ratified will be entitled to the retroactive wage adjustment.

Date of minimum wage increase	START	6 MOS	12 MOS	24 MOS	36 MOS
1	MW	PB1 SR+1.5%	PB 1 start + 3%	PB 1 start + 6%	PB 1 start + 9%
2	PB1 SR+1%	PB2 SR+1.5%	PB 2 start + 3%	PB 2 start + 6%	PB 2 start + 9%
3	PB2 SR+1%	PB 3 SR + 1.5%	PB 2 start + 3%	PB 2 start + 6%	PB 2 start + 9%
4	PB3 SR+1%	PB3 3M + 1%	PB 3 12 MO + 1%	PB 3 24 MO + 1%	PB 3 36 MO + 1%
5	PB4 SR+1%	PB4 3M + 1%	PB 4 12 MO + 1%	PB 4 24 MO + 1%	PB 4 36 MO + 1%
6	PB5 SR+1%	PB5 3M + 1%	PB 5 12 MO + 1%	PB 5 24 MO + 1%	PB 5 36 MO + 1%
7	PB6 SR+1%	PB6 3M + 1%	PB 6 12 MO + 1%	PB 6 24 MO + 1%	PB 6 36 MO + 1%

**This adjustment will not be made retroactively.**

- E. Any employee whose rate of pay is above the top step increment of the pay level for their job will not have their pay reduced but will retain their current rate of pay until the top step increment of the pay level for their job exceeds their rate of pay; at this point, the rate of pay for those employees will increase to the rate of pay in the pay level for their job that is closest to but not less than their current rate of pay.**
- F. New employees will normally be hired at the start rate of their pay band. However, in exceptional circumstances 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).
- G. Unless otherwise expressly stipulated, the provisions of this Collective Agreement shall become effective on the date it is ratified by the Union and the Employer.
- H. The Agreement will expire on 31 October 2023.

## **LETTER OF UNDERSTANDING #1**

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### **Re: Seasonal Employees**Error! Bookmark not defined.

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**

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### **Re: Closure of Outlets**

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

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.

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**

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### **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 **be** complied with.

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

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 Bargaining Unit shall be monitored on an ongoing basis. The Employer shall share the information in regards to casuals with the Union at the LMRC meetings with a view to minimizing their usage wherever possible.

## **LETTER OF UNDERSTANDING #4**

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### **Re: Fitness Instructor Clothing**

Each Fitness Instructor will be provided with an annual clothing allowance as determined by the Employer at CFMWS 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 **they** 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 #5**

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### **Re: Multiple Employment**

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 position different from **their** 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 **their** substantive position. While working in the second position, the employee shall be paid the rate of pay associated with the second position.
- (e) The compensation received while working in the second 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 position will not be considered overtime hours and will be excluded from the calculation of the employee's weekly hours of work/normal hours of work and in the determination of the employee's entitlement to overtime pay.

The employee is not entitled to take paid leave from the second position.

- (f) The employee may not receive two (2) types of pay for the same hours of work (for e.g. the employee cannot receive paid time off from **their** 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 (whether paid or unpaid) from the primary position.
- (g) In the event the employee is subject to any disciplinary action resulting from misconduct while in either position, subject to the provisions of Article 21 of the Collective Agreement, such measures will apply to both the employee's substantive and second position and will be taken into consideration when determining any future disciplinary action relating to either the employee's substantive or second position. Further, in the event that the employee is discharged from employment, whether or not the reasons for discharge were attributable to any fault of the employee, such discharge will apply to both the employee's substantive and second position.

## **LETTER OF UNDERSTANDING #6**

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### **Re: Secondments**

With regards to the secondment of employees to NPF/CFMWS deployed operations or to other Employer assignments (as referenced by sub-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.

## **LETTER OF UNDERSTANDING #7**

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### **Re: Rest Periods**

Subject to management approval and operational requirements, the employee entitled to a rest period as per Article 11.06 working a five (5) hour shift or less may request to extend their paid fifteen (15) minute rest period. Any extension to the rest period shall be unpaid. Such request shall not be unreasonably denied.

## **LETTER OF UNDERSTANDING #8**

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### **Re: Contracting Out and Reorganization**

The Employer currently has no plans contemplating the closure of NPF outlets at CFB Esquimalt or the elimination of 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.

## **LETTER OF UNDERSTANDING #9**

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### **Re: Flexible Work Options**

**Employees interested in Telework (Remote) Work are to submit their requests to the manager, in accordance with the Employer's Flexible Work Options Policy. All requests will be reviewed and discussed with the requesting employee.**



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