

COLLECTIVE AGREEMENT

Between

**His 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, 2023 to October 31, 2026

Ratified by member vote: **April 25, 2024**



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ARTICLE 1 – Purpose of Agreement

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

ARTICLE 2 – Recognition

- 2.01 The Employer recognizes the United Food and Commercial Workers Union, Local 1518, certified by the Public Service Staff Relations Board on 24 July 1985, as exclusive Bargaining Agent for all Employees of the Employer in the Operational Category employed at the Canadian Forces Base at Esquimalt in British Columbia save and except managers/category II Employees.

ARTICLE 3 – Interpretation and Definitions

- 3.01 For the purpose of this Agreement:
- (a) Full-time Employee means an Employee who has completed 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, **in consultation** with 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.

(e) **Definitions**

“Bargaining Agent” means the United Food and Commercial Workers (UFCW), Local 1518.

“Continuous service” means the duration of uninterrupted employment with the Employer.

“Employee” means anyone who is a member of the Bargaining Unit.

“Employer” means the Staff of the Non-Public Funds, Canadian Forces operating as the Canadian Forces Morale and Welfare Services.

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

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

ARTICLE 5 – Managerial Rights

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

(a) to plan, direct and control operations; to determine methods, processes, equipment and other operating matters; to determine the location of facilities and the extent to which these facilities or parts thereof shall operate; and

(b) to direct the working forces including the right to decide on the number of Employees, to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline Employees including suspension and discharge for just cause;

and it is expressly understood that all such rights and responsibilities not

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

- 5.02 New Employees may be released during their probationary period for cause. The employee may have access to the grievance procedure to the second level but may not refer a grievance to adjudication.

ARTICLE 6 – Future Legislation and the Collective Agreement

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

ARTICLE 7 – Check-Off

- 7.01 Subject to the provisions of this Article, **the Employer will**, as a condition of employment, deduct an amount equal to the bi-weekly membership dues established by the Bargaining Agent from the pay of all 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 (15th) 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

- 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 workplace and the administrative structure implied by the grievance procedure.
- 8.03 The Bargaining Agent shall notify the Employer promptly, **within ten (10) business days** and in writing of the names and jurisdiction of its Stewards **whenever changes are made.**

ARTICLE 9 – Leave for Stewards & Access to Premises

- 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 **is** on approved leave for Union business, their pay shall continue as normal and any time spent on Union business, shall be billed to the Union.

ARTICLE 10 – Health & Safety

- 10.01 The Employer agrees to maintain reasonable provisions for the safety of its Employees during the hours of employment and to provide an Accident Prevention Program. The Employer and the Bargaining Agent recognize that the environment standards are those issued under Part II of the *Canada Labour Code* and as interpreted by the 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 **seventy**-five dollars (\$175.00) 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 **seventy**-five dollars (\$175.00), 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 **local** 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 **Local** Health & Safety Committee composed of an equal number of persons from the Employer and Union. Members of the

Bargaining Unit who attend safety meetings shall be paid for all such time under the terms of this Collective Agreement.

ARTICLE 11 – Hours of Work

- 11.01 The normal hours of work shall not exceed eight (8) hours in a day and forty (40) hours in a week, exclusive of unpaid meal periods. A week shall include a period of seven (7) consecutive days starting at 0001 hours Monday morning and ending at 2400 hours the following Sunday night.
- 11.02 Once in every three (3) week period, full-time Employees shall be scheduled two (2) consecutive days off, which shall be either a Friday and Saturday, Saturday and a Sunday or a Sunday and a Monday combination. This is a minimum standard and not a maximum. This requirement may be waived by mutual consent.
- 11.03 A work schedule shall be posted **electronically and/or in a designated physical location** in each outlet 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 **Attendance during Storms or Hazardous Conditions**
- (a) **Definitions**
- (i) ***Hazardous conditions: Unforeseen circumstances, such as conditions, often resulting from a storm that may include poor road conditions, poor visibility, power***

outages, flooding and often result in advisories from traffic authorities or law enforcement on the use of public highways, and/or advisories from police, Emergency Management Office or other agencies.

- (ii) Storms: Adverse weather conditions such as heavy snowfall, freezing rain, ice, tropical storm, hurricane, or blizzard conditions.**
- (b) The manager of the affected outlet will endeavor to advise Employees as soon as possible prior to the commencement of their shift not to report to work.**
- (c) In the event an outlet is closed due to a storm or hazardous conditions, previously scheduled Employees will be granted leave with pay for the regularly scheduled work hours for that shift, unless alternate working arrangements have been made with their manager. Employees on preapproved time off prior to the closure day will not be entitled to compensation.**
- (d) Employees who are at work and are sent home by their manager will be paid for the balance of their scheduled workday at their regular rate of pay.**
- (e) In the case of a late arrival authorized by the Employer, an Employee who reports to work at the rescheduled start time shall be paid their regular rate of pay for the period of the full scheduled shift. In the event the Employee does not report to work at the rescheduled start time, they will only be paid for the actual time worked at their regular rate of pay.**
- (f) The decision to close an outlet is the responsibility of the Senior Manager of each outlet. It is expected that Managers will act in good faith when responding to all related requests.**

11.05 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
- 11.06 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 **rest** 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

- 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 An Employee who works overtime may be paid in paid time or accumulate this time in compensatory leave up to a maximum of forty (40) hours. All hours beyond this maximum will be automatically paid the affected pay period. Notwithstanding the provisions of this Article, leave earned under this Article in one calendar year shall not carry over to a future calendar year. Any outstanding leave after this period will be paid out in equivalent cash.**
- 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 24th, Christmas Day and on December 31st, 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 (7th) 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

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 **pregnancy** 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 **all** 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 **or email**, 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, telephone number **and email, if applicable**;
- (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 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 accepts 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** 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 **results**.

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

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

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

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 ~~six~~ percent (4.6%) 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

- 15.01 Full-time Employees are entitled to and shall be granted a paid vacation at the

regular hourly rate of pay for the period involved. The vacation entitlement shall be earned as follows:

Continuous Full-Time Employment	Entitlement
In the 1 st year	10 working days
In the 2 nd to 6 th years	15 working days
In the 7 th to 15 th years	20 working days
In the 16 th to 17 th years	23 working days
In the 18 th to 26 th years	25 working days
In the 27 th year	27 working days
In the 28 th 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 **approve** an Employee's vacation.
- 15.05 An Employee shall give the Employer at least one (1) months' notice in writing regarding the actual dates on which they desire to take a vacation of five (5) or more working days. Leave for shorter periods may be granted provided sufficient notice is given.
- 15.06 **V**acations 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.
- 15.07 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.
- 15.08 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.

- 15.09 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 (2nd) year.
- 15.10 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.
- 15.11 An Employee converting from part-time to full-time status **will** count all of their previous continuous part-time employment towards full-time vacation entitlement.
- 15.12 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 **that has been accrued as of the date of termination** and vacation pay **will be prorated for the month based on the date of their termination and paid** at their current hourly rate of pay.
- 15.13 Part-time Employees will be paid vacation pay as follows:

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

- 15.14 Subject to operational requirements, the Employer shall make every reasonable effort to **approve** 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.
- 15.15 **Part time Employees shall be paid their vacation entitlement on a bi-weekly basis.**

For Employees who have elected otherwise prior to the date of

ratification, they will have to advise their local HR office if they wish to continue their previous choice of vacation entitlement payment by 14 June 2024. Failure to do so will result in it being changed to bi-weekly payments at the start of the next calendar year.

15.16 PRIOR SERVICE CAF DEPENDANT

- (a) As of 1 December 2020, full time Employees who are dependants of a Canadian Armed Forces (CAF) member and experience a break in service solely as a result of being posted from one location to another, will have their previous service counted for the purpose of their vacation entitlement outlined in the Agreement.
- (b) As of 1 December 2020, any vacation entitlement credits will be applied to their future calculation of vacation entitlement outlined in the Agreement.
- (c) Retroactivity: only Employees currently on strength in the Bargaining Unit as of the date of ratification and who qualify will be credited vacation leave entitlements for the time that was not previously counted.

ARTICLE 16 – Leave General

16.01 Sick Leave Plan

- (a) Full-time Employees who are medically unable/unfit to work because of non-occupational illnesses or injuries are entitled to take up to seventeen (17) consecutive weeks of sick leave at full pay upon commencement of employment.
- (b) Full-time Employees must contact their manager prior to their start time on the first day of absence to notify them of the absence and the expected return date.
- (c) 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.
- (d) If the absence is expected to be in excess of five (5) consecutive working days, fulltime Employees are to follow the Return to Work Support Program (RTWSP) requirements.

- (e) When the full-time Employee is eligible to receive income replacement benefits from a third-party source (for e.g. provincial, WCB, or private car insurance, crime victims' compensation, etc.) while on sick leave, they must:
 - (i) notify the Employer of this possibility and must apply for such income replacement benefits, and
 - (ii) notify the Employer if they receive income replacement benefits from a third-party source while on sick leave in order for paid sick leave to be offset/reduced accordingly.
- (f) Managers and the full-time Employees may refer to the Return to Work policy currently in force, which may be amended at any time by the Employer and the Employment Accommodation policy for additional information on absences relating to non-occupational illnesses and injuries.
- (g) Full-time Employees on leave without pay (including pregnancy or parental leave) are not eligible for paid sick leave.

16.02 Reinstatement of Sick Leave

A full-time employee who:

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

16.03 Long Term Disability

- (a) If a full-time Employee has exhausted their sick leave benefits under

this Article and remains medically unable to work due to the same illness/injury, they may be eligible for Long Term Disability (LTD) benefits provided that they meet the eligibility criteria of the LTD Program.

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

16.04 Part-time Employees who have completed their probationary period may be granted up to a maximum of **twenty-four (24) hours** of paid sick leave per fiscal year.

16.05 **Pregnancy Leave without Pay, Pregnancy Leave Allowance, Parental Leave without Pay**

(1) **Pregnancy Leave without Pay**

- (a) For clarity, pregnancy leave only applies to the Employee that actually gives birth.
- (b) An Employee has the right to leave without pay in the following circumstances:
 - (i) an Employee who provides the Employer with a certificate from a qualified health care provider attesting that they are pregnant is entitled up to seventeen (17) weeks, which leave may commence no earlier than twelve (12) weeks prior to the estimated date of delivery and end no later than seventeen (17) weeks following the actual day delivery;
 - (ii) The end of the pregnancy leave can be extended depending on unique circumstances such as the hospitalization of the newborn. The Employee must consult the Canada Employment Insurance program for more information on eligibility and inform their local

HR Office if they are approved for another type of leave under the Employment Insurance program.

(2) Pregnancy Leave Allowance

- (a) An Employee who has been granted pregnancy leave shall be paid a pregnancy leave allowance provided they meet the following eligibility requirements:**
- (i) they have completed six (6) months continuous employment before the commencement of their pregnancy leave;**
 - (ii) following their pregnancy leave and/or parental leave, the Employee must return to work for a period of time equal to the pregnancy leave unless the date is modified with the Employer's consent or unless the Employee is then entitled to another leave provided for in this Agreement.**
- (b) An Employee who meets the requirements outlined at Article 16.03 above, shall receive the pregnancy leave allowance and the payments will be based on the Employee's regular average earnings in a two (2) week period:**
- (i) where the Employee is subject to a waiting period before receiving the pregnancy benefits, they are eligible to receive ninety-three percent (93%) of their weekly gross pay;**
 - (ii) for each week that the Employee receives a pregnancy benefit under the *Employment Insurance Act*, they are eligible to receive the difference between ninety-three percent (93%) of their weekly gross pay and the pregnancy benefit; and**
 - (iii) where the Employee has received the full fifteen (15) weeks in (1)(b) above and remains on pregnancy leave without pay, they are eligible to receive the additional week(s) of pregnancy leave allowance at ninety-three percent (93%) of their weekly gross pay.**
- (c) Employees who receive the pregnancy leave allowance but are unable to return to work for the period equal to their pregnancy leave allowance, they will be indebted to the Employer for the percentage of the allowance determined pro-rated to the number of weeks worked after their return.**
- (d) If the Employee has been posted to another location due to their spouse being transferred will not be indebted to the Employer for the amount of the pregnancy leave allowance.**

(3) Parental and Adoption Leave without Pay

- (a) The end of the parental leave can be extended depending on unique circumstances such as the hospitalization of the newborn. Employee must consult the Canada Employment Insurance program for more information on eligibility and inform their local HR Office if they are approved for another type of leave under the Employment Insurance program.**
- (b) Where an Employee has or will have the actual care and custody of their newborn child or adopts a child, that Employee is entitled to and shall be granted a leave of absence without pay for either:
 - (i) A single period of up to thirty-seven (37) consecutive weeks in the fifty-two-week (52) period; or**
 - (ii) A single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period.****
- (c) The leave period may commence as the Employee elects:
 - (i) in the case of the Employee who gives birth, on the expiration of any leave of absence taken for pregnancy purposes, or on the day the child is born or comes into the Employee's care and custody;**
 - (ii) in the case of the parent acknowledged on the birth certificate, on the expiration of the Employee's pregnancy leave;**
 - (iii) in the case of parents who adopt, on the day the child is born or comes in their actual care.****
- (d) The combined amount of parental or adoption leave that may be taken by two (2) SNPF Employees for parental leave will not exceed sixty-three (63) weeks.**
- (e) An Employee is to give at least four (4) weeks' notice in writing of the intent to take parental or adoption leave and any change in length of leave intended to be taken.**

(4) Pregnancy, Parental and Adoption Leave

- (a) The Employee shall along with the request for pregnancy, parental or adoption leave without pay, notify the Employer in writing of the options concerning their pension and group insurance benefits. If these benefits are to be continued, arrangements will be made for the Employee to make the necessary contributions. If an Employee elects**

to continue their pension and/or group insurance benefits during pregnancy, parental or adoption leave, the Employer will continue to pay its applicable share of the premiums and contributions.

- (b) An Employee will not be entitled to receive pensionable service for any periods of leave in which they have not made pension contributions.
- (c) An Employee returning from pregnancy, parental or adoption leave shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the same location, with not less than the same pay and benefits unless other arrangements have been agreed to by all parties concerned. If during the period of leave the pay and benefits of the group to which the Employee belongs are changed, the Employee is entitled upon return from leave, to receive the same pay and benefits that the Employee would have received had the Employee been working when the change occurred.
- (d) Length of service and seniority continues to accrue during absences on pregnancy, parental or adoption leave.

16.06 Leave for Pregnant Employees

The Employer shall grant pregnant Employees up to one-half (½) 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.

16.07 Bereavement Leave

- (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: **sibling, parent**, grandchild, **parent-in-law**, spouse, common-law spouse resident with the Employee, **child**, and grandparents. Distant relatives will be any of the following: **sibling-in-law, child-in-law**, spouse's grandparents, **parent's sibling**, or any 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 16.05(a) above.
- (e) **The Employer recognizes that families may take different forms due to a variety of factors such as cultural norms or personal circumstances. The Employer appreciates that the relationships formed under such norms or circumstances are valuable and significant to the Employee. The Employer agrees to seriously consider requests for bereavement leave where cultural traditions or other circumstances create important family relationships not described above. Such requests shall not be unreasonably denied.**

16.08 Jury Duty

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.

16.09 Court Leave

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.

16.10 Leave of Absence Without Pay

- (a) 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.
- (b) **At the discretion of the authorized manager a leave of absence may be extended for up to a further six (6) months.**
- (c) **Once an Employee has taken the total leave of absence without pay provided for in this Article, they must return to work for twelve (12) consecutive months prior to being eligible to take another leave of absence without pay. Any accumulated vacation leave and/or compensatory time must be taken prior to granting leave without pay.**
- (d) **An Employee on leave of absence without pay exceeding two (2) weeks may continue group benefits and/or pension provided the Employee pays both the Employer's and their share of the premiums and contributions. An Employee's election to either continue or suspend group benefits and/or pension for the duration of the leave is irrevocable and binding. An elected option cannot be changed after the leave has commenced.**
- (e) **An Employee will not be entitled to receive pensionable service for any periods of leave of absence without pay for which they have not made pension contributions.**

- (f) **An Employee returning from leave without pay shall be reinstated in the position occupied at the time the leave commenced, providing that the position is available. 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.**

16.11 Birth or Adoption Leave

- (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.

16.12 Other

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, pregnancy leave, **parental leave**, under suspension, or on lay-off.

16.13 Compassionate Care Leave

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.

16.14 Leave for Family Related Responsibilities

The Employer shall grant up to five (5) days family related leave with pay in a fiscal year to full-time Employees and twenty-**five (25)** 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 16.15 shall not exceed five (5) working days for full-time employees and will not exceed twenty-**five (25)** 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.

16.15 Personal Day Leave

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.

16.16 Domestic Violence Leave

- (a) The parties recognize that Employees may be subject to domestic violence in their personal lives and that this may affect their attendance at work.
- (b) 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:
 - (i) obtain care and support for themselves or their child following a physical or psychological injury, or
 - (ii) use an organization that assist victims of domestic violence, or
 - (iii) obtain counselling services, or
 - (iv) move temporarily or permanently, or
 - (v) obtain legal or police assistance or
 - (vi) to prepare for legal proceedings (civil or criminal).
- (c) This paid leave will not exceed **five (5) paid shifts** in any fiscal year, at times convenient to the Employee.
- (d) 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.
- (e) 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.
- (f) 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.

- (g) 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.

16.17 Leave without Pay for Relocation of Spouse

An 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 (1st) 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

- 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 **local Human Resources Manager or a representative of Employment & Labour Relations** 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 (20th) day; and
 - (b) where it relates to disciplinary action resulting in discharge, not later than the twenty-fifth (25th) day after the day on which the Employee is notified orally or in writing, or where the Employee is not so notified, after the day on which the Employee became aware of the action or circumstances giving rise to the grievance.
- 17.11 When an Employee is not willing to accept the response to a grievance, submitted to the first or second level, and wishes to submit the grievance to the final level, this must be done within ten (10) days after the date on which the response was conveyed to the Employee, in writing, by the Employer.
- 17.12 When an Employee does not receive a response to the grievance within fifteen (15) days, the Employee is entitled to submit the grievance to the next higher level.
- 17.13 The Employer shall normally reply to an Employee's grievance at the first or second level of the grievance process within fifteen (15) days after the grievance is presented, and within twenty-five (25) days where the grievance is presented at the final level.
- 17.14 The time limits stipulated in the grievance procedure may be extended by

mutual agreement between the Employer, the grievor and, where applicable, a Steward.

- 17.15 In determining the time within which any action is to be taken in the grievance procedure, Saturdays, Sundays and designated holidays shall be excluded.
- 17.16 An Employee may abandon a grievance at any stage in the process by written notice to the officer who is designated to receive and to reply on behalf of the Employer at Level One 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

- 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 **Employees accepting a position within the Bargaining Unit who have previous continuous service with the Employer will be placed at the increment of the wage grid commensurate with their length of service with the Employer.**
- 18.03 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.

- (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 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 (1st) day. After one (1) month the increment shall be increased to twenty percent (20%) based on their normal wages.

ARTICLE 19 – Consultation

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

ARTICLE 20 – Labour Management Relations Committee

- 20.01 The parties 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 (**the “Committee”**) shall be

appointed consisting of equal representation of Employees and management representatives. An 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 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

- 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

- 22.01 Where the Employer serves a notice to an Employee regarding their work or conduct, that will become a part of the Employee's record, a copy of such notice shall be handed to the Employee and **provided to the Union.**
- 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 **Employer** 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 **Employer**, if the job changes.

ARTICLE 23 – Bulletin Boards

- 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

- 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

- 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

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.
- (c) The Employer will attempt to provide one (1) weeks' notice.

ARTICLE 27 – Shortages Policy

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

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 **Union**.

ARTICLE 29 – Severance Pay

- 29.01 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 (1st) 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

- 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, 2026**.

SIGNED this 15 day of August, 2024.

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



Patrick Johnson
President

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



A/CEO
on behalf of

Ian Poulter

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

Andrea Kelly

Andrea Kelly (Aug 15, 2024 14:57 AOT)

Andrea Kelly
Lead Negotiator and Senior
Employment & Labour Relations
Officer

ANNEX A – Pay Grids

1-Nov-23	START	6 MOS	12 MOS	24 MOS	36 MOS
1	\$18.26	\$18.54	\$18.81	\$19.36	\$19.91
2	\$18.44	\$18.73	\$19.00	\$19.55	\$20.11
3	\$18.63	\$18.91	\$19.19	\$19.75	\$20.31
4	\$18.81	\$19.10	\$19.38	\$19.94	\$20.51
5	\$19.00	\$19.29	\$19.57	\$22.87	\$23.32
6	\$19.19	\$19.49	\$20.32	\$24.07	\$24.56
7	\$19.38	\$20.08	\$22.99	\$27.22	\$27.63
8	\$20.50	\$22.10	\$25.40	\$29.37	\$29.81
9	\$23.24	\$24.37	\$27.69	\$31.38	\$31.86

1-Jun-24	START	6 MOS	12 MOS	24 MOS	36 MOS
1	\$18.96	\$19.24	\$19.52	\$20.09	\$20.66
2	\$19.15	\$19.43	\$19.72	\$20.29	\$20.87
3	\$19.34	\$19.63	\$19.92	\$20.50	\$21.08
4	\$19.53	\$19.82	\$20.12	\$20.70	\$21.29
5	\$19.73	\$20.02	\$20.32	\$23.73	\$24.20
6	\$19.92	\$20.22	\$21.09	\$24.98	\$25.49
7	\$20.12	\$20.84	\$23.86	\$28.25	\$28.67
8	\$21.28	\$22.93	\$26.36	\$30.48	\$30.94
9	\$24.12	\$25.29	\$28.74	\$32.56	\$33.07

1-Nov-25	START	6 MOS	12 MOS	24 MOS	36 MOS
1	\$19.53	\$19.82	\$20.11	\$20.70	\$21.29
2	\$19.72	\$20.02	\$20.32	\$20.91	\$21.50
3	\$19.92	\$20.22	\$20.52	\$21.12	\$21.71
4	\$20.12	\$20.42	\$20.72	\$21.33	\$21.93
5	\$20.32	\$20.63	\$20.93	\$24.45	\$24.94
6	\$20.52	\$20.83	\$21.73	\$25.74	\$26.26
7	\$20.73	\$21.47	\$24.59	\$29.10	\$29.54
8	\$21.92	\$23.63	\$27.16	\$31.40	\$31.88
9	\$24.84	\$26.05	\$29.61	\$33.55	\$34.07

ANNEX B – Pay Notes

- A. Subject to ratification by the Union and the Employer, effective 1 November 2023, 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 **June 2024** and subject to the above ratification, the pay grid at Annex A shall be put into effect.
- C. Effective 1 November 2025 and subject to the above ratification, the pay grid at Annex A shall be put into effect.
- D. **Effective 1 November 2023, the appropriate pay grid outlined at Annex A will be put into effect. All Employees in the Bargaining Unit who are employed with the Employer on the date of ratification of this Agreement and all former Employees who ceased working for the Employer after 31 October, 2023, due to the posting of a military family member to another military facility shall receive full retroactive pay from 1 November, 2023, for all hours worked and/or paid. Retroactive pay shall be paid to each such Employee within forty-five (45) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each such Employee by way of separate direct bank deposit from their normal earnings.**

Minimum Wage Adjustment

- E. In the event that the Federal or 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.

- F. 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.
- G. 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).
- H. 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.

- I. The Agreement will expire on 31 October 2026.

LETTER OF UNDERSTANDING #1

Re: Seasonal Employees

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

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



Patrick Johnson
President

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



A/CEO
on behalf of

Ian Poulter

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

Andrea Kelly

Andrea Kelly (Aug 15, 2024 14:57 AOT)

Andrea Kelly
Lead Negotiator and Senior
Employment & Labour Relations
Officer

LETTER OF UNDERSTANDING #2

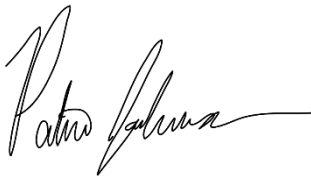
Re: Closure of Outlets

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.

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



Patrick Johnson
President

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A/CEO
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Ian Poulter

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

Andrea Kelly

Andrea Kelly (Aug 15, 2024 14:57 ADT)

Andrea Kelly
Lead Negotiator and Senior
Employment & Labour Relations
Officer

LETTER OF UNDERSTANDING #3

Re: Casuals

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

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

The term "available additional hours" means hours currently scheduled to be worked on a regular and recurring basis by casual employees, or hours 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.

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



Patrick Johnson
President

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



A/CEO
on behalf of

Ian Poulter

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

Andrea Kelly

Andrea Kelly (Aug 15, 2024 14:57 ADT)

Andrea Kelly
Lead Negotiator and Senior
Employment & Labour Relations
Officer

LETTER OF UNDERSTANDING #4

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.

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



Patrick Johnson
President

FOR THE EMPLOYER
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A/CEO
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Andrea Kelly

Andrea Kelly (Aug 15, 2024 14:57 AOT)

Andrea Kelly
Lead Negotiator and Senior
Employment & Labour Relations
Officer

LETTER OF UNDERSTANDING #5

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 substantive position for hours worked in the Employee's second position). Further, the Employee may not perform work in the second position while on sick leave (whether paid or unpaid) from the substantive position.
- (g) In the event the Employee is subject to any disciplinary action resulting from misconduct while in either position, subject to the provisions of Article 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.

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



Patrick Johnson
President

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



A/CEO
on behalf of

Ian Poulter

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

Andrea Kelly

Andrea Kelly [Aug 15, 2024 14:57 ADT]

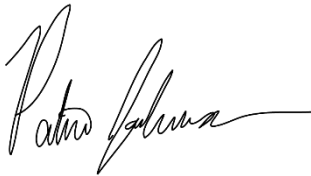
Andrea Kelly
Lead Negotiator and Senior
Employment & Labour Relations
Officer

LETTER OF UNDERSTANDING #6

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 (3) years.

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



Patrick Johnson
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FOR THE EMPLOYER
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A/CEO
on behalf of

Ian Poulter

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

[Andrea Kelly](#)

Andrea Kelly (Aug 15, 2024 14:57 ADT)

Andrea Kelly
Lead Negotiator and Senior
Employment & Labour Relations
Officer

LETTER OF UNDERSTANDING #7

Re: Rest Periods

Subject to management approval and operational requirements, the Employee **who** is 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.

FOR THE UNION
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Union, Local 1518



Patrick Johnson
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Andrea Kelly (Aug 15, 2024 14:57 ADT)

Andrea Kelly
Lead Negotiator and Senior
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LETTER OF UNDERSTANDING #8

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.

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



Patrick Johnson
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Andrea Kelly

Andrea Kelly [Aug 15, 2024 14:57 ADT]

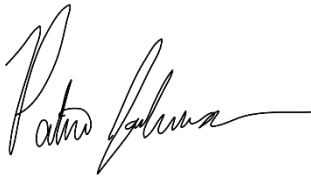
Andrea Kelly
Lead Negotiator and Senior
Employment & Labour Relations
Officer

LETTER OF UNDERSTANDING #9

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.

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



Patrick Johnson
President

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



A/CEO
on behalf of

Ian Poulter

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

Andrea Kelly

Andrea Kelly (Aug 15, 2024 14:57 ADT)

Andrea Kelly
Lead Negotiator and Senior
Employment & Labour Relations
Officer

LETTER OF UNDERSTANDING #10

Re: Combining Messes for additional hours

WHEREAS the Employer wishes to offer flexibility in scheduling between similar organizational units to Bargaining Unit members of the Mess outlets (Naval Officer Training Centre Mess, Wardroom Mess, Pacific Fleet Club Mess, Chief & Petty Officer Mess);

AND WHEREAS, the Employer would like to implement a pilot program to utilize a more flexible scheduling process that allows for Bargaining Unit members to work in more than one outlet, within their substantive job description, status; subject to their availability;

The Bargaining Unit and the Employer agree to implement the following principles for the trial period commencing with the signing of this Agreement, to be reviewed at the next round of bargaining:

All staff within the Messes at CFB Esquimalt are assigned to a specific outlet upon hire where they are regularly scheduled to work. In addition to work scheduled in their primary outlet, Employees may “opt in” and “opt out”, at any time through an election form, and may be scheduled additional hours in an alternate outlet, within their respective status (full time or part time as referred to in Article 3.01 (c)) in a different outlet(s) performing the same duties as outlined in their job description.

Should an Employee’s combined total weekly hours within any of the Mess outlets identified in the 1st paragraph exceed thirty-two (32) hours over a period of thirteen (13) consecutive weeks, for reasons other than those outlined in Article 3.02, this shall trigger a full-time status change in the Employee’s substantive position. This shall not be construed as a guarantee of hours.

When opting in or opting out, the election will be effective on the next posted schedule, unless otherwise mutually agreed upon.

Employees will be scheduled hours within their assigned outlet, in accordance with outlet seniority, before hours are scheduled for Employees from a different outlet(s). Hours scheduled will be based on Employee’s availability provided to assigned mess.

Seniority will be maintained within outlet(s) as per Article 13.

Employees who have opted in can change shifts at other outlet(s) with other qualified Employees within their same job description, as per Article 11.03 (b).

Employees may not receive two (2) types of payment for the same hours of work (for e.g. the Employee cannot received paid time off from their assigned outlet and work at another outlet)

The Employer will provide adequate training (worksite orientation) to Employees who have opted in to work in more than one outlet.

In the event an Employee is subject to any disciplinary action resulting from misconduct while working in any outlet, subject to the provision of Article 21 of the Collective Agreement, such disciplinary measures will apply in the same manner for any and all outlets for which the Employee has been scheduled and worked. Any previous disciplinary measure will be taken into consideration when determining any future disciplinary action. Further, in the event an Employee is discharged from employment, such discharge will apply to the Employee's employment with Staff of Non Public Funds, Canadian Forces.


This LOU shall expire upon expiration of the Collective Agreement, 31 October 2026.

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



Patrick Johnson
President

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



A/CEO
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Chief Executive Officer, Staff of the Non-
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Employment & Labour Relations
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